FINANCE COMMITTEE AGENDA

Thursday, October 2, 2025 at 2:00 P.M.
City Hall - Large Conference Room
425 N. Richardson Ave.
Roswell, New Mexico 88201

Committee Chair: Robert Corn
Vice Chair: Will Cavin
Member: Edward Heldenbrand
Member: Darrell Johnson
Member: Juliana Halvorson
Staff Liaison: Tammi Smith

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. FLOOD DISASTER UPDATES

E. BUDGET PLANNING

1. Engineering's Five-Year Plan

F. ACTION ITEMS

2. Consider the recommendation of Resolution 25-XX for participation in the Transportation Project Fund Program administered by the New Mexico Department of Transportation for pavement maintenance and re-striping of Second Street from Sunset Rd. to the east City limits. (MacCornack)

   - Funding Source - 26234323-817504

3. Requesting ratification of PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the Grandstands at the National Championship Air Races. (Rogers)

   - Funding Source -- 51004334-817504 through State Tourism Grant

4. Requesting ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Champion Air Races. (Rogers)

   - Funding Source -- 51004334-817504 through State tourism grant

5. Requesting ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop off and walkway to the National Champion Air Races. (Rogers)

   - Funding Source -- 51004334-817508 through State Tourism Grant

6. Consider approval of a budget adjustment and purchase order increase in the amount of $20,970 for conservation of stone and metal collection items by The Conservation Center.

(Brooks)

7. Consider approval of a budget adjustment in the amount of $127,934.00 inclusive of a lease extension for current location for $21,794; repairs, maintenance and utilities estimated at $45,000; and approval of a purchase order for $61,140 for lease of Air Center property for collections storage and staff. (Brooks)

8. Consider approval of a budget adjustment in the amount of $108,066.38 inclusive of a lease extension for current location for $10,897; central alarm supplies and service estimated at $4,500; and approval of a purchase order for $92,669.38 for lease of commercial property for collections storage and staff. (Brooks)

9. Considering recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

10. Considering recommending the adoption of Resolution 25-XX approving the presentation of the budget to the city council. (Corn)

G. APPROVAL OF MINUTES

11. Consider approval of the September 4, 2025, Regular Finance Committee Minutes

H. NON-ACTION ITEMS

12. Golf August Report

13. Visitor Center

14. Lodgers Tax

15. Public Affairs

16. Museum Monthly Report

17. Roswell Public Library Monthly Report

18. Cannabis Excise Tax
Gross Receipts Tax

I. TABLED ITEMS

19. Approval of a budget adjustment for Capital Projects that where approved for the Fiscal Year 2026 in total amount of $399,488 to the Landfill and $1,069,358 to Collections totaling $1,468,846. (Reyer)

20. Consider recommendation of the National Championship Air Races Lodgers' Tax Funding Request to City Council in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Conyers)

21. Consider the recommendation of the Galacticon Fair Lodgers' Tax Funding Request to the City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

22. Consider the recommendation of the Galacticon and Roswell Daily Record Funding Request to the City Council in the amount of $20,000 for marketing, sanitation, and security. (Conyers)

23. Consider the recommendation of the Roswell Daily Record Lodgers' Tax Funding Request to City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

24. Consider the recommendation of MainStreet Roswell for UFO Festival Lodgers' Tax Funding Request to City Council in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Conyers)

J. PUBLIC PARTICIPATION

K. ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

NOTICE OF POTENTIAL QUORUM -- A quorum of the City Council may or may not attend, but there will not be debate by the City Council.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or Clerk at 575-624-6700 if a summary of other type of accessible format is needed. **Printed and posted on day/date.**

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee .
Meeting Date: 10/02/2025
COMMITTEE:
CONTACT: **CHAIR:**

ACTION REQUESTED:
FLOOD DISASTER UPDATES

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 1.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Engineering's Five-Year Plan

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 2.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider the recommendation of Resolution 25-XX for participation in the Transportation Project Fund Program administered by the New Mexico Department of Transportation for pavement maintenance and re-striping of Second Street from Sunset Rd. to the east City limits. (MacCornack)

- Funding Source - 26234323-817504

BACKGROUND:

Initiated by: James MacCornack

The City of Roswell has been awarded a project under the Transportation Project Fund through the New Mexico Department of Transportation. The awarded project is pavement maintenance and re-striping of Second Street from Sunset Rd. to the east city limits. The agreement is for a project budget of $1,520,000 with 95% NMDOT funding, and a 5% match from the city. The City's match for the project is $76,000. It is anticipated that the project can be completed in Spring 2026.

FINANCIAL CONSIDERATION:

The agreement is for a project budget of $1,520,000 with 95% NMDOT funding, and a 5% match. The city's match for the project is $76,000. The project budget was approved by the Finance Committee on September 4, 2025.

LEGAL REVIEW:

The Resolution has been submitted to the City Attorney for review.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended approval (5-0) at their meeting on September 15, 2025, to include a recommendation for the consent agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Draft Resolution 25-XX
Project Award Letter
Project Funding Agreement

RESOLUTION 25-XX

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Roswell and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project; and

WHEREAS, the total cost of the project will be $1,520,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $1,444,000.00, and
b. City of Roswell's proportional matching share shall be 5% or $76,000.00

TOTAL PROJECT COST IS $1,520,000.00 The City of Roswell shall pay all costs, which exceed the total amount of $1,520,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. That the project for this Cooperative agreement is adopted and has a priority standing.
2. The agreement terminates on June 30, 2028 and the City of Roswell 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 the written agreement.
3. to enter into Cooperative Agreement for Project Control Number LP20066 with the New Mexico Department of Transportation for the TPF Program for year 2026 for 2nd ST. (US 380)-Pavement Maintenance & Restriping-Pavement maintenance and re-striping of 2nd Street (US 380) from Sunset Rd heading East to City Limits. Total length 2.44 Miles.- within the control of the City of Roswell in New Mexico.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

_____

Timothy Z. Jennings, Mayor

ATTEST

_____

Amalia Martinez, City Clerk

DRAFT

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 2, 2025

Tim Jennings, Mayor
City of Roswell
P.O. Box 1838
Roswell, New Mexico 88202

Dear Tim Jennings:

We are pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: **2nd ST. (US 380)-Pavement Maintenance & Restriping Pavement maintenance and re-striping of 2nd Street (US 380) from Sunset Rd heading East to City Limits. Total length 2.44 Miles.** was approved by the State Transportation Commission on August 27, 2025 and will be included in the New Mexico Department of Transportation's FY26 TPF Program.

The total estimated cost for your project is $1,520,000.00 the Department has allocated $1,444,000.00 in TPF funds, with a local match requirement of $76,000.00.

The Project Oversight Division will develop a project agreement and forward to you for signature.

If your application indicated that you would be interested in applying for Match Waiver funds, please submit a cover letter and resolution to your District Coordinator no later than 5:00 pm on September 30, 2025.

If you have any questions or comments, please contact me at (505) 699-9946 or Clarissa.Martinez@dot.nm.gov.

Sincerely,

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Libby Coslin, District Coordinator
Francisco Sanchez, P.E., District Engineer

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 0000054357
Control No. HW2LP20066

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Roswell** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **2nd ST. (US 380)-Pavement Maintenance & Restriping-Pavement maintenance and re-striping of 2nd Street (US 380) from Sunset Rd heading East to City Limits. Total length 2.44 Miles.** (Project or CN LP20066). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is One Million Five Hundred Twenty Thousand Dollars and No Cents **($1,520,000.00)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	**95%**	**5%**	
FY 2026 Transportation Project Fund **For the purpose stated above in Section 1.**	**$1,444,000.00**	**$76,000.00**	**$1,520,000.00**
Total Transportation Project Funds			**$1,520,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2028**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

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

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Roswell

By:_____ Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP20066

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP20066**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Roswell

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Roswell

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Roswell** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $1,520,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $1,444,000.00

and

b. **City of Roswell**'s proportional matching share shall be 5% or $76,000.00

TOTAL PROJECT COST IS $1,520,000.00

The **City of Roswell** shall pay all costs, which exceed the total amount of $1,520,000.00**.**

Now therefore, be it resolved in official session that **City of Roswell** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 and the **City of Roswell** 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 the written agreement.

Now therefore, be it resolved by the **City of Roswell** to enter into Cooperative Agreement for Project Control Number **LP20066** with the New Mexico Department of Transportation for the TPF Program for year 2026 for 2nd ST. (US 380)-Pavement Maintenance & Restriping-Pavement maintenance and re-striping of 2nd Street (US 380) from Sunset Rd heading East to City Limits. Total length 2.44 Miles.- within the control of the **City of Roswell** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____

(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 3.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Requesting ratification of PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the Grandstands at the National Championship Air Races. (Rogers)

- Funding Source -- 51004334-817504 through State Tourism Grant

BACKGROUND:

Initiated By: Mac Rogers

This request is ratification of PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the Grandstands at the National Championship Air Races. The boring was procured through State Price Agreement 40-00000-24-00074 and the purchase was funded through the State Tourism Grant. The primary power service was provided by Xcel and allows for expanded service over time, And power to the Grandstands was required for the event per the City of Roswell agreement with RARA approved on February 13th, 2025.

FINANCIAL CONSIDERATION:

510034334-817504 through State Tourism Grant.

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

This is the first council consideration of this item.

STAFF RECOMMENDATION:

Staff recommends approval

Attachments

Purchase Order
Quote
Electrical Drawing
State Price Agreement

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22601020

Delivery must be made within doors of specified destination.

BILL TO

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR

J & G ELECTRIC CO INC
512 S MAIN
Roswell, NM 88201

SHIP TO

AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: d.andazola@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
5756220146		12601360	Della Sanchez	d.andazola@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/28/2025	1267			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Boring for primary electrical - Grandstand Area The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Boring for primary electrical	1.0	EACH	$77,321.86	$77,321.86
	State Pricing Agreement 40-00000-24-00074				
	Funded by Tourism GL Account: 51004334 - 817508 $77,321.86				
	STATEWIDE PRICE AGREEMENT 40-00000-24-00074				
	********** GL SUMMARY ********** 51004334 - 817508 $77,321.86				

By: O. Peek
Purchasing Agent, C.P.O

Total Ext. Price	$77,321.86
PO Total	**$77,321.86**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

Bid Proposal J&G Electric Company, Inc. New Mexico License #7408	To: City of Roswell Attention: Mr. Rogers
	From: James Dunn
	Date: 08-27-25
512 South Main Street Roswell, NM 88203 Phone: (575) 622-0146 Direct: (575) 623-3391 Fax: (575) 622-4137 Email: jdunn@jandgelectricco.com peteambs@jandgelectricco.com brad@jandgelectricco.com DOL# 0951920090512	Air Show Boring for Xcel Energy Primary
	Fax Number: email to Mr. Rogers

$77,321.86 *State Pricing Agreement 40-00000-24-00074*

Boring Contractor for Primary Conductors for MDP 1, 2, 3

Quote $71,415.25
Tax $5,906.61

EXCLUSIONS: Boring through rock, concrete or buried objects. Repairs to UG utilities that are not located by 811.

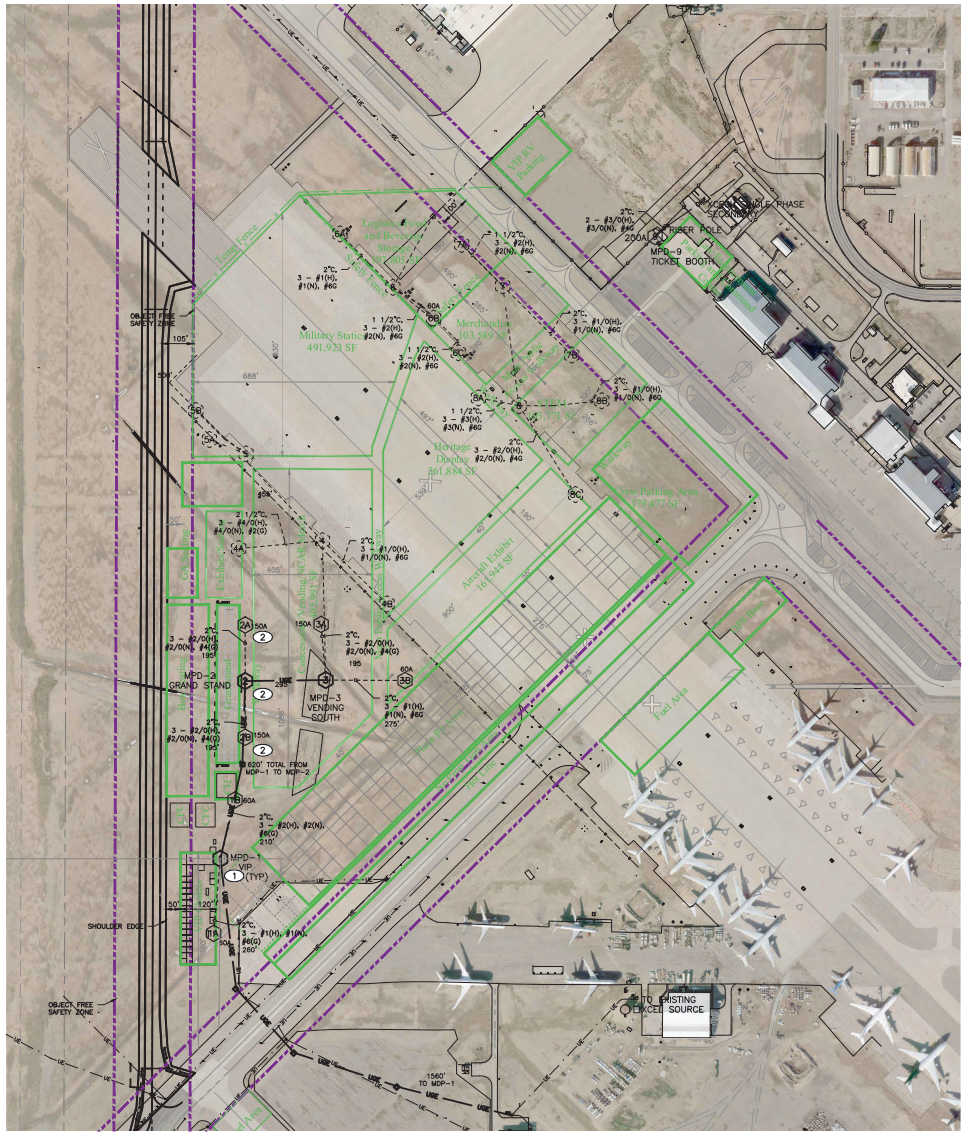
QUALIFICATIONS: Coordinate with Xcel Energy. Follow Air Port Rules.

Authorized by	Date	Accepted by	Date
James A. Dunn	8-27-25		

Bid Proposal is valid for 30 days

EXCLUDED UNLESS SPECIFIED ABOVE: Cutting or patching concrete or asphalt, new concrete work, fire-rated fixture boxes, additional tie-wires for fixture support, painting, engineering fees, utility fees, taxes, bond fees, temporary power, temporary lighting, telephone/data boards, roof penetrations, excavation or trenching through rocks, any work not shown on the electrical sheets, core drilling, welding, stainless steel piping, permits for fuel/emissions, non-factory generator exhaust systems, surge protection for power and low voltage systems, repair of underground utilities not located by the ONE CALL service, code compliance of existing systems.

PRICES QUOTED ARE BASED ON USE OF AIA 401-1977 OR AGC 650 SUBCONTRACT



ROSWELL AIRSHOW ELECTRICAL SITE PLAN
SCALE: 1" – 200'

0 100' 200' 400'
1"=200'-0"

N

GENERAL NOTES

1. EXISTING EQUIPMENT SHOWN IN LIGHTER LINE WEIGHT. NEW EQUIPMENT SHOWN IN HEAVIER LINE WEIGHT.
2. COORDINATE WITH UTILITY PROVIDER FOR THE NEW SERVICE REPLACEMENT AND DISCONNECT/RECONNECT OF POWER.
3. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE NEC AND NEW MEXICO ELECTRICAL CODES.
4. VERIFY ALL EQUIPMENT CONNECTION TORQUE VALUES WITH MANUFACTURER AND ENSURE PROPER INSTALLATION IS PERFORMED PER MANUFACTURE'S REQUIREMENTS.
5. NOT ALL UNDERGROUND UTILITIES ARE SHOWN. FIELD VERIFY ALL UNDERGROUND UTILITIES BEFORE PERFORMING ANY UNDERGROUND WORK.
6. REFER TO E01-501 AND E01-601 FOR ADDITIONAL DETAILS.
7. PROVIDE ACCURATE DETAILS OF CONDUIT/CONDUCTOR ROUTES FOR RECORD DRAWINGS.
8. PANELS 4, 5, 6, 7, AND 8 (MPD AND SUB) AND THE ASSOCIATED XCEL UTILITY SUPPLY AND FEEDER CIRCUITS TO SUB-PANELS ARE ALL FOR FUTURE PROJECT.

KEYED NOTES

1. COORDINATE EQUIPMENT LOCATIONS AT EACH SITE WITH THE OWNER. OWNER SHALL PROVIDE SURVEY LOCATES FOR THE COORDINATES FOR TRANSFORMER LOCATIONS AND SUB-PANEL LOCATIONS. (TYP)
2. FOR PANEL MPD 2 AND SUB-PANELS 2A AND 2B, PROVIDE MINIMUM 20FT CLEARANCE FOR ALL EQUIPMENT AND BOLLARDS FROM THE GRANDSTAND.

MAIN PANEL DISTRIBUTION LOCATIONS

	1. MPD-1	CHALETS/VIP
	2. MDP-2	GRAND STAND
	3. MDP-3	VENDING CENTRAL
FUTURE PROJECT	4. MDP-4	VENDING NORTH
FUTURE PROJECT	5. MDP-5	MILITARY STATICS
FUTURE PROJECT	6. MDP-6	LOGISTICS
FUTURE PROJECT	7. MDP-7	MERCHANDISE
FUTURE PROJECT	8. MDP-8	HERITAGE
	9. MDP-9	ENTRANCE/TICKET BOOTH

SUB-PANELS EXAMPLE (1A)

LOCATION

ROSWELL AIR CENTER
1 JERRY SMITH CIR
ROSWELL, NM 88203

MOLZENCORBIN
2701 Miles Road SE
Albuquerque, New Mexico 87106
505 242 5700 office
505 242 0673 fax
MolzenCorbin.com

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION
DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES
IF THIS BAR EQUALS ONE INCH

ANDREW KELLY — NEW MEXICO — 28915 — PROFESSIONAL ENGINEER
8-18-2025

REV. NO	REV. DATE	DESCRIPTION
PROJECT NUMBER:		ROS241-13
DESIGNED BY:		
DRAWN BY:		
CHECKED BY:		
PRIME DESIGN PROFESSIONAL:		ANDREW KELLY
PROJECT DATE:		AUGUST 2025

AIRSHOW MAIN ELECTRICAL SITE PLANS

ROSWELL AIR SHOW ELECTRICAL
CITY OF ROSWELL AVIATION DEPARTMENT (ROW)
CITY OF ROSWELL, NM 88203

E01-101

SHEET 2 / 9

© COPYRIGHT

PLOT DATE: 8/18/2025 4:05 PM
SAVE DATE: 8/18/2025 4:05 PM
I:\ROSWELL\ROS13 - ROSWELL AIRSHOW ELECTRICAL\MMDS\E01-101

Docusign Envelope ID: 7C9092A3-AA71-45A6-8468-5527054D7D94

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
18 Vendors

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

Invoice:
As requested at time of service

Number**: 40-00000-24-00074**

Amendment No.**: One**

Term**: June 20, 2024 – June 19, 2026**

JO

Procurement Specialist**: James Ortega**

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

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

Title**: ELECTRICAL SERVICES ON-CALL**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 19, 2025 to June 19, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/24/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

JD

Certificate Of Completion

Envelope Id: 7C9092A3-AA71-45A6-8468-5527054D7D94
Status: Completed
Subject: Please DocuSign: 40-00000-24-00074 Electrical Services On-Call A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/23/2025 12:14:57 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 12:16:38 PM Viewed: 6/23/2025 1:10:11 PM Signed: 6/23/2025 1:10:37 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 1:10:39 PM Viewed: 6/23/2025 1:11:08 PM Signed: 6/23/2025 1:11:21 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 1:11:22 PM Viewed: 6/24/2025 10:35:04 AM Signed: 6/24/2025 10:35:12 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

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	6/23/2025 12:16:38 PM
Certified Delivered	Security Checked	6/24/2025 10:35:04 AM
Signing Complete	Security Checked	6/24/2025 10:35:12 AM
Completed	Security Checked	6/24/2025 10:35:12 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
19 Vendors – See pages 6-9

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **40-00000-24-00074**

Payment Terms**:** **Net 30**

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

Delivery**:** **As Requested**

JO

Procurement Specialist**:** **James Ortega**

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

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

Title**:** **Electrical Services On-Call**

Term**:** **June 20, 2024 – June 19, 2025**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

JC

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

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Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

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

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

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

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

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

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with

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

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

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000165669
A and S Enterprises Inc.
106 Roehl Rd NW
Albuquerque, NM 87107
Bryan Abeyta, 505-916-7470
Bryan@asenm.com

Payment Term: Net 30
Delivery: 106 Roehl Rd NW Albuquerque, NM 87107
Public Works: 1758420150713
License: #380956, EE98

(AB) 0000097177
APIC Solutions, Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
Steve Foster, 505-345-1381
service@apicnm.com

Payment Term: Net 30
Delivery: Destination, unless otherwise indicated by NM State Purchasing Agent
Public Works: 2431920120420
License: #373987, EE98, GB98, GS24

(AC) 0000133362
Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110
Elizabeth Kinkade, 505-554-3313
elizabeth@electrical.team

Payment Term: Net 30
Delivery: As Requested
Public Works: 24753773182017
License: #387077, EE98

(AD) 0000046277
B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
Jamie Westerfield, 505-299-4464
newwojobs@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0191702011629
License: #1426, EE98, EL01, GA98, GB98, EL01, GF09, MM98

(AE) 0000049380
Bixby Electric Inc.
521 Wheeler SE
Albuquerque, NM 87102
Bob 505-350-1098
Bob@Bixbyelectric.com

Payment Term: Net 30
Delivery: As Needed
Public Works: 190612011621
License: #28568, EE98, EL01, GA03, GA98, GB98, GF98,

(AF) 0000145462
Cypress Communication Systems, LLC
2469 Corrales Rd Ste B3
Corrales, NM 87048
Joshua Fenlason, 505-796-5664
info@cypressnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2427820120330
License: #359124, EE98, ES03

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(AG) 0000049571
Enterprise Electrical Services, Inc.
PO Box 53248
Albuquerque, NM 87153
505-480-4293, Chris Gutierrez
cgutierrez@entelcomm.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 187062011526
License: #29455, EE98, EL01, GB98

(AH) 0000086357
Four Winds Mechanical HTC/AC
8915 ADAMS ST NE
ALBUQUERQUE, NM 87113
Chauling "Lynn" Armijo, 505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30
Delivery: 24 HOURS
Public Works: 02885820130507
License: #82333, GB89, EE98, MM98

(AI) 0000049954
Great Western Electrical Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107
Scott Burson, 505-881-6525
sburson@nmgwe.com

Payment Term: Net 30
Delivery: 3310 Girard Blvd NE
Albuquerque, NM 87107
Public Works: 0214120070215
License: #93237, EE98, EL01

(AJ) 0000052470
HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190
Will Humbard, 505-880-1819
whumbard@heinm.com

Payment Term: Net 30
Delivery: F.O.B Destination
Public Works: 002495720120723
License: #61439, EE98, EL01, GB98, MM02, MM03

(AK) 0000046144
J and G Electric Co.
512 S. Main St.
Roswell, NM 88203
Brad Fuchs, 575-622-0146
brad@jandgelectricco.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 0951920090512
License: #7408, EE98, GB98

(AL) 0000046795
Lynco Electric Co Inc
1520 West Amador Ave.
Las Cruces, New Mexico, 88005
Nathan Wilcox (575) 523-9066
lyncoelecnathan@comcast.net

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0101432009071
License: #10715, EE98, EL01, GB98

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(AM) 0000047584
McDade-Woodcock,Inc.
2404 Claremont Ave. NE
Albuquerque, NM 87107
Randall Dupuy, 505-884-0155
randyd@mwieic.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 0188122011604
License: #17754, EE98, EL01, GA01

(AN) 0000114869
Pluma, LLC
6301 4th St. NW, Suite 1
Albuquerque, NM 87017
Timothy Everett, (505) 345-0755
tim@plucys.com

Payment Term: Net 30
Delivery: 6301 4th St. NW, Suite 1
Albuquerque, NM 87017
Public Works: 1755520150602
License: #387286, EE98, GB98

(AO) 0000142264
Red Seven Electric LLC
1322 Frontage Rd
Belen, NM 87002
Manuel Medina, 505-859-5414
mmedina@redsevenelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 282111398962018
License: #391745, EE98

(AP) Not in SHARE
Spier Electric LLC
9528 Big Rock Dr
Albuquerque NM 87114
John Spier, 505-420-7729
John@spierelectric.com

Payment Term: Net 30
Delivery: Spier Electric LLC 9528 Big Rock Dr
Albuquerque NM 87114
Public Works: 029340758382023
License: #414474, EE98

(AQ) 0000173937
SRC Electrical LLC
20 Alamotero Lane
Alamogordo NM 88310
Luis Morales, 575-921-4478
luismorales954@gmail.com

Payment Term: Net 30
Delivery: 20 Alamotero Lane,
Alamogordo NM 88310
Public Works: 28811931752024
License: #387778, EE98

(AR) 0000050920
TLC Company, LLC
5000 Edith Blvd. NE
Albuquerque, NM 87107
Nick Rodriguez, 505-761-9696
nrodriguez@tlcplumbing.com

Payment Term: Net 30
Delivery: As requested.
Public Works: 28806888172024
License: #414079, EE98, GA98, GB98, GF98, MM98

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00074

(AS) 0000147945
US Electrical Corp
301 California Street SE
Albuquerque, NM 87108
Brock Darnell, 505-260-1000
brockd@uselectricalcorp.com

Payment Term: Net 30
Delivery: 301 California Street SE
Albuquerque, NM 87108
Public Works: 01954020110720
License: #57043, EE98, EL01, GB98

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Specifications:
The State of New Mexico, General Services Department (GSD) wishes to establish a Statewide Price Agreement for Electrical Services On-Call and work related to these systems. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions, and Local Bodies allowed may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Procurement will be based on bidders supplying pricing through an established cost schedule. The Price Agreement will reflect the awarded contractor's willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies.

Legislation Affecting Price Agreement:
If future legislation affects any terms or conditions of the Price Agreement the Price Agreement may be amended to comply with the legislation.

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

Compensation Cap:
Per NMSA 1978 Section 13-1-154.1, the cap of four million dollars ($4,000,000) is effective for every Project. The cap of twelve million five hundred thousand dollars ($12,500,000) is effective for each Contractor's contract Price Agreement.

Federal Funds:
Projects or Services rendered using this Price Agreement *may* involve Federal Funds, therefore; New Mexico Resident Preference, Resident Veterans Preference and Resident Native Preferences shall not apply to the evaluation or award of this Price Agreement.

Multiple Awards:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, in the event of a Department of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. The Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement.

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

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To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.
6. Department of Workforce Solutions Wage Rate documentation of old and new rate schedules.

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 contract will be cancelled immediately.

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 property caused by or resulting from the contractors, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) 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 (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 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 the agreement to create 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(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of $300,000 for damage to or destruction of property arising out of each occurrence; the amount of $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 $1,000,000 for all claims arising out of each occurrence.

Builder's Risk Insurance:
Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).
This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of: fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials, and earth movement including mudslide.

This insurance shall also include, at a minimum, additional coverages for:

a. damage to land excavation, footings, and/or temporary structures.
b. property in transit or in temporary storage.
c. engineering, testing, applicable design, and related soft costs.

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d. loss of use, delays in occupancy resulting from a covered cause of loss.
e. fencing and signage.
f. demolition and debris removal including pollutants.
g. Fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor.
The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.
The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

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 if applicable.

A wage rate decision is ***required*** by the public works minimum wage act for construction, demolition or renovation purposes on projects costing $60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed $60,000, the agency will make a written request to the New Mexico Department of Workforce Solutions for a Wage Rate Determination decision at least three (3) weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision.

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

Performance, Payment, and Material Bonding:
A 100% performance bond and a 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 of $60,000.00 or more. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office BEFORE any work begins. Failure to comply shall result in order being issued to another vendor and difference being

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charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency BEFORE any work begins.

Tax Note:
Bid 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 invoice at the current tax rate at each project's location, as a separate item to be paid.

Travel:
Contractors will be allowed to quote anticipated travel mileage based on one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel costs will be the current rate allowed by the Federal Government.

Mileage Reimbursement:
Any request for mileage reimbursement under this agreement shall be approved by the Procuring Agency prior to incurring mileage expense, and in accordance with Procuring Agency funding requirements, regulations, policies, and procedures. Mileage will be added and itemized separately at time of invoicing, unless otherwise required by the Procuring Agency.

Mileage:
"Mileage Rate" means vendors will be reimbursed based only on the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle in excess of 50 miles as referenced in IRS standard mileage rates using link https://www.irs.gov/tax-professionals/standard-mileage-rates/ at the travel rate for that period/year travel was performed. This is pursuant to the Vendor providing the procuring entity approved work orders containing the following information:

a. Actual mileage reading that is certified as true and correct by the traveler based on the destination mileage chart of the official state map published by the Rand McNally Mileage Calculator. Reference Rand McNally mileage calculator using link: Rand McNally Maps & Driving Directions
b. If the actual mileage reading is not available on the Rand McNally mileage calculator, the procuring entity may use Google Maps - Driving Directions to calculate for reimbursement for mileage in excess of 50 miles from the dispatch to the customer site.

General:
All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The contractor will be contacted on an as needed basis to perform work associated with this contract. The user agency may solicit quotes from more than one vendor listed in this price agreement. The contractor may lower his rates on any of the bid items to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

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Debarred or Suspended Contractors:
A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

Bribes, Gratuities and Kickbacks:
It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

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

Assignment of Antitrust Claims:
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

Subcontractors:
Subcontractors are allowed to work on this contract *only* with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined, and the cost of their work broken out on a separate line(s) on the quote. *The subcontractor's quote must follow the price agreement item breakdown and have materials itemized.* If a subcontractor's quote is included in the accepted primary contractor's quote, then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

The awarded contractor is prohibited from adding markups for subcontracted work.

Payment Provisions:
Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services,

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construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within twenty-one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the twenty-first (21st) 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 one- and one-half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency. Final payment shall be made within twenty-one (21) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Scope of Work:
The contractor for this work shall provide all materials, labor, tools, and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement, or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment, and the termination of associated circuits and services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be completed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

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Labor:
Personnel working on the project and providing these services shall be experienced in all areas related to this work and required by this contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

- Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.
- Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.
- Laborer: a person with minimal experience, performing simple tasks such as clean-up and other minor forms of labor.
- Other Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

Materials, Subcontracts and Other Associated Costs:
Materials, subcontracts, and other associated costs necessary to perform the work stipulated in the scope of work shall be itemized with pricing. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom 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.

Awarded contractors are ***prohibited*** from adding markups for materials, subcontractors, equipment rental or any associated costs. Profit and overhead markups are not permitted.

Equipment Rental:
If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment with no markup.

Quote Request:
When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining the work required.

The contractor shall visit the site and compare the owner'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 at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency or local public body.

Change Orders:
Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but un-estimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.

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Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

Work Commencement:
Prior to commencement of any work performed the User Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. 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 owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state 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 or local public body 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 user agency feel it is in its best interest to provide these extraordinary security services.

The user agency or local public body 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 well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency or local public body may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

Review of Project Documents:
The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency, or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

Safety:
The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work an all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contactor shall erect and maintain, as required by existing conditions and progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

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regulations, and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

Payments:
Contractors shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

Close-out Documents:
Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

Warranties:
The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

Contractor Required Information:
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 the appropriate valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978. *

New Mexico Public Works Registration No **: _____

Contractor's New Mexico License No.*: _____

Contractor Classification No.: _____

State Tax ID No.: _____

Federal Taxpayer ID No.: _____

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

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its 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. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

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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. Awards for these services will be made on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work.

Regular Working Hours and After Hours Defined:
Regular Working Hours are defined as Monday through Friday 8 am through 5 pm local time.
After hours are defined as hours outside of Regular Working Hours.

*****End of Specifications*****

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Items:

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
1	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, Regular Hours Worked, Non-Wage Decision Project.**		
				$70.00	**AA**
				$110.00	**AB**
				$86.00	**AC**
				$88.00	**AD**
				$171.00	**AE**
				$75.00	**AG**
				$90.00	**AF**
				$125.00	**AH**
				$95.00	**AI**
				$85.00	**AJ**
				$105.00	**AK**
				$84.09	**AL**
				$125.66	**AM**
				$125.00	**AN**
				$75.00	**AO**
				$78.54	**AP**
				$85.00	**AQ**
				$97.00	**AR**
				$83.50	**AS**
2	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, Regular Hours Worked, Wage Decision Project.**		
				$80.00	**AA**
				$110.00	**AB**
				$88.00	**AC**
				$88.00	**AD**
				$199.00	**AE**
				$85.00	**AG**
				$90.00	**AF**
				$150.00	**AH**
				$105.00	**AI**
				$90.00	**AJ**
				$105.00	**AK**
				$92.93	**AL**
				$125.66	**AM**
				$125.00	**AN**
				$85.00	**AO**
				$94.62	**AP**
				$95.00	**AQ**
				$97.00	**AR**
				$82.00	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
3	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, After Hours Worked, Non-Wage Decision Project.**		
				$105.00	**AA**
				$115.00	**AB**
				$129.00	**AC**
				$120.00	**AD**
				$276.00	**AE**
				$95.00	**AG**
				$124.00	**AF**
				$225.00	**AH**
				$135.00	**AI**
				$85.00	**AJ**
				$145.00	**AK**
				$126.17	**AL**
				$168.82	**AM**
				$250.00	**AN**
				$95.00	**AO**
				$102.10	**AP**
				$85.00	**AQ**
				$146.00	**AR**
			Not including Holiday or Sundays	**$125.25**	**AS**
4	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, After Hours Worked, Wage Decision Project.**		
				$120.00	**AA**
				$115.00	**AB**
				$131.00	**AC**
				$120.00	**AD**
				$294.00	**AE**
				$100.00	**AG**
				$124.00	**AF**
				$250.00	**AH**
				$150.00	**AI**
				$95.00	**AJ**
				$145.00	**AK**
				$139.40	**AL**
				$168.82	**AM**
				$250.00	**AN**
				$110.00	**AO**
				$118.18	**AP**
				$95.00	**AQ**
				$146.00	**AR**
			Not including Holiday or Sundays	**$123.00**	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
5	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, Regular Hours Worked, Non-Wage Decision Project.**		
				$60.00	**AA**
				$40.00	**AB**
				$69.50	**AC**
				$61.00	**AD**
				$129.00	**AE**
				$48.00	**AG**
				$70.00	**AF**
				$100.00	**AH**
				$70.00	**AI**
				$70.00	**AJ**
				$70.00	**AK**
				$72.08	**AL**
				$73.63	**AM**
				$78.64	**AN**
				$45.00	**AO**
				$48.70	**AP**
				$40.00	**AQ**
				$88.00	**AR**
				$66.00	**AS**
6	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, Regular Hours Worked, Wage Decision Project.**		
				$65.00	**AA**
				$40.00	**AB**
				$69.50	**AC**
				$61.00	**AD**
				$149.00	**AE**
				$54.00	**AG**
				$70.00	**AF**
				$100.00	**AH**
				$75.00	**AI**
				$80.00	**AJ**
				$70.00	**AK**
				$79.65	**AL**
				$73.63	**AM**
				$86.30	**AN**
				$55.00	**AO**
				$64.78	**AP**
				$50.00	**AQ**
				$88.00	**AR**
				$65.00	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
7	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, After Hours Worked, Non-Wage Decision Project.**		
				$70.00	**AA**
				$45.00	**AB**
				$104.80	**AC**
				$85.00	**AD**
				$207.00	**AE**
				$62.00	**AG**
				$97.00	**AF**
				$150.00	**AH**
				$90.00	**AI**
				$75.00	**AJ**
				$100.00	**AK**
				$73.17	**AL**
				$102.36	**AM**
				$157.28	**AN**
				$65.00	**AO**
				$64.71	**AP**
				$40.00	**AQ**
				$118.00	**AR**
			Not including Holiday or Sundays	**$99.00**	**AS**
8	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, After Hours Worked, Wage Decision Project.**		
				$70.00	**AA**
				$45.00	**AB**
				$104.80	**AC**
				$85.00	**AD**
				$221.00	**AE**
				$72.00	**AG**
				$97.00	**AF**
				$150.00	**AH**
				$95.00	**AI**
				$85.00	**AJ**
				$100.00	**AK**
				$119.49	**AL**
				$102.36	**AM**
				$157.28	**AN**
				$85.00	**AO**
				$80.49	**AP**
				$50.00	**AQ**
				$118.00	**AR**
			Not including Holiday or Sundays	**$97.50**	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
9	**1**	**Hourly**	**Hourly Labor Rate, Laborer, Regular Hours Worked, Non-Wage Decision Project.**		
				$40.00	**AA**
				$25.00	**AB**
				$61.70	**AC**
				$53.00	**AD**
				$103.00	**AE**
				$38.00	**AG**
				$20.00	**AF**
				$75.00	**AH**
				$48.00	**AI**
				$70.00	**AJ**
				$65.00	**AK**
				$63.65	**AL**
				$15.00	**AM**
				$65.00	**AN**
				$35.00	**AO**
				$39.27	**AP**
				$25.00	**AQ**
				$88.00	**AR**
				$45.00	**AS**
10	**1**	**Hourly**	**Hourly Labor Rate, Laborer, Regular Hours Worked, Wage Decision Project.**		
				$45.00	**AA**
				$25.00	**AB**
				$61.70	**AC**
				$53.00	**AD**
				$119.00	**AE**
				$45.00	**AG**
				$30.00	**AF**
				$75.00	**AH**
				$50.00	**AI**
				$70.00	**AJ**
				$65.00	**AK**
				$70.32	**AL**
				$32.00	**AM**
				$70.00	**AN**
				$45.00	**AO**
				$54.12	**AP**
				$30.00	**AQ**
				$88.00	**AR**
				$42.00	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
11	**1**	**Hourly**	**Hourly Labor Rate, Laborer, After Hours Worked, Non-wage Decision Project.**		
				$60.00	**AA**
				$30.00	**AB**
				$92.50	**AC**
				$73.00	**AD**
				$166.00	**AE**
				$46.00	**AG**
				$35.00	**AF**
				$100.00	**AH**
				$65.00	**AI**
				$70.00	**AJ**
				$95.00	**AK**
				$64.57	**AL**
				$22.50	**AM**
				$130.00	**AN**
				$55.00	**AO**
				$47.13	**AP**
				$25.00	**AQ**
				$109.00	**AR**
			Not including Holiday or Sundays	**$67.50**	**AS**
12	**1**	**Hourly**	**Hourly Labor Rate, Laborer, After Hours Worked, Wage Decision Project.**		
				$65.00	**AA**
				$30.00	**AB**
				$92.50	**AC**
				$73.00	**AD**
				$177.00	**AE**
				$54.00	**AG**
				$45.00	**AF**
				$125.00	**AH**
				$68.00	**AI**
				$70.00	**AJ**
				$95.00	**AK**
				$70.32	**AL**
				$42.22	**AM**
				$140.00	**AN**
				$75.00	**AO**
				$61.97	**AP**
				$30.00	**AQ**
				$109.00	**AR**
			Not including Holiday or Sundays	**$63.00**	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
13	**1**	**Hourly**	**Hourly Labor Rate, Project Manager/ Supervisor.**		
				$85.00	**AA**
				$25.00	**AB**
				$95.00	**AC**
				$85.00	**AD**
				$191.00	**AE**
				$95.00	**AG**
				$100.00	**AF**
				$250.00	**AH**
				$115.00	**AI**
				$95.00	**AJ**
				$103.00	**AK**
				$100.00	**AL**
				$133.63	**AM**
				$85.00	**AN**
				$110.00	**AO**
				$102.10	**AP**
				$75.00	**AQ**
				$103.00	**AR**
				$95.00	**AS**
14	**1**	**% Disc**	**Percentage Discount Off Retail - Catalog List Price For All Parts And Materials.**	**%**	
				5%	**AA**
				5%	**AB**
				0%	**AC**
				0%	**AD**
				0%	**AE**
				10%	**AG**
			Our material pricing will always be discounted below retail. The discount will vary depending on the price given to us by our suppliers. You as our customer will always pay below retail/catalog price. Since the discount percentage will vary, we thought it was best not to lock in a certain discount percentage. This guarantees you will always get the best available discount given to us and not be limited to the percent discount listed in this spreadsheet.	**0%**	**AF**
				10%	**AH**
				10%	**AI**
				5%	**AJ**
				19%	**AK**
				0%	**AL**
				15%	**AM**
				0%	**AN**
				3%	**AO**
				0%	**AP**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 Continued		
				10%	**AQ**
				0%	**AR**
				28%	**AS**

***** 14 Awarded Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: EDCD97EEB020479EBF6A7058AE6341AF
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00074 Electrical Services Award
Source Envelope:
Document Pages: 27
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
James Ortega
1100 S Saint Francis Dr
Santa Fe, NM 87502
james.ortega@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
6/20/2024 9:36:33 AM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha Tami.Concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	TC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/20/2024 9:39:34 AM Viewed: 6/20/2024 9:41:12 AM Signed: 6/20/2024 9:41:46 AM
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35	JO Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/20/2024 9:41:49 AM Viewed: 6/20/2024 9:58:27 AM Signed: 6/20/2024 9:58:31 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/20/2024 9:58:34 AM Viewed: 6/20/2024 10:03:29 AM Signed: 6/20/2024 10:03:35 AM

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	6/20/2024 9:39:34 AM
Certified Delivered	Security Checked	6/20/2024 10:03:29 AM
Signing Complete	Security Checked	6/20/2024 10:03:35 AM
Completed	Security Checked	6/20/2024 10:03:35 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 4.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Requesting ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Champion Air Races. (Rogers)

- Funding Source -- 51004334-817504 through State tourism grant

BACKGROUND:
Initiated by: Mac Rogers

This request is ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Champion Air Races. The equipment was procured through State Price Agreement 40-00000-24-00074 and the purchase was funded through the State Tourism Grant. Xcel was able to extend primary power from another location within the airfield to the event site, And power to the Grandstands was required for the event per the City of Roswell agreement with RARA approved on February 13th, 2025.

FINANCIAL CONSIDERATION:
510034334-817504 through State Tourism Grant

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
This is the first council consideration of this item

STAFF RECOMMENDATION:
Staff recommends approval

Attachments

Purchase Order
Quote
State Price Agreement

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22600829

Delivery must be made within doors of specified destination.

BILL TO

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR

J & G ELECTRIC CO INC
512 S MAIN
Roswell, NM 88201

SHIP TO

FINANC
425 N RICHARDSON AVE
ROSWELL, NM 88201
Phone: 5756246700
Fax: 5756246915

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
5756220146		12601070	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/12/2025	1267			Air Center Capital Outlay

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Electric equipment for site primary changes The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Electrical gear for MDP 1 - 8 (Tourism Grant Funds) GL Account: 51004334 - 817504 $252,442.57	1.0	EACH	$252,442.57	$252,442.57
	NM STATEWIDE PRICE AGREEMENT 40-00000-24-00074				
	********** GL SUMMARY ********** 51004334 - 817504 $252,442.57				

By: O. Peek
Purchasing Agent, C.P.O

Total Ext. Price	$252,442.57
PO Total	**$252,442.57**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

Bid Proposal

J&G Electric Company, Inc.
New Mexico License #7408

512 South Main Street
Roswell, NM 88203
Phone: (575) 622-0146
Direct: (575) 623-3391
Fax: (575) 622-4137
Email: jdunn@jandgelectricco.com
peteambs@jandgelectricco.com
brad@jandgelectricco.com
DOL# 0951920090512

To: City of Roswell
Attention: Mr. Rogers

From: James Dunn

Date: 07-24-25 Revised 8-6-25

Air Show Main Electrical Site Gear ONLY estimate

Fax Number: email to Mr. Rogers

$ 252,442.57 *State Pricing Agreement 40-00000-24-00074*

*Gear only package for MDP through MDP-8*Material Only*

Quote $53,051.31
Quote $234,798.69
Material Total $287,850.00
-19% discount <-$54,691.50>
Tax $19,284.07

EXCLUSIONS: installation or feeders (separate pricing will follow). Labor. Trenching . Xcel fees. Engineering.

QUALIFICATIONS: Based on MolzenCorbin prints dated June 2025. Exact ship dates are not available until the order is placed at the factory.

Authorized by	Date	Accepted by	Date
James A. Dunn	8-6-25		

Bid Proposal is valid for 30 days

EXCLUDED UNLESS SPECIFIED ABOVE: Cutting or patching concrete or asphalt, new concrete work, fire-rated fixture boxes, additional tie-wires for fixture support, painting, engineering fees, utility fees, taxes, bond fees, temporary power, temporary lighting, telephone/data boards, roof penetrations, excavation or trenching through rocks, any work not shown on the electrical sheets, core drilling, welding, stainless steel piping, permits for fuel/emissions, non-factory generator exhaust systems, surge protection for power and low voltage systems, repair of underground utilities not located by the ONE CALL service, code compliance of existing systems.

PRICES QUOTED ARE BASED ON USE OF AIA 401-1977 OR AGC 650 SUBCONTRACT

Docusign Envelope ID: 7C9092A3-AA71-45A6-8468-5527054D7D94

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
18 Vendors

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

Invoice:
As requested at time of service

Number**: 40-00000-24-00074**

Amendment No.**: One**

Term**: June 20, 2024 – June 19, 2026**

JO

Procurement Specialist**: James Ortega**

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

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

Title**: ELECTRICAL SERVICES ON-CALL**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 19, 2025 to June 19, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/24/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

JD

Certificate Of Completion

Envelope Id: 7C9092A3-AA71-45A6-8468-5527054D7D94
Status: Completed
Subject: Please DocuSign: 40-00000-24-00074 Electrical Services On-Call A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/23/2025 12:14:57 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 12:16:38 PM Viewed: 6/23/2025 1:10:11 PM Signed: 6/23/2025 1:10:37 PM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 1:10:39 PM Viewed: 6/23/2025 1:11:08 PM Signed: 6/23/2025 1:11:21 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 1:11:22 PM Viewed: 6/24/2025 10:35:04 AM Signed: 6/24/2025 10:35:12 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

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	6/23/2025 12:16:38 PM
Certified Delivered	Security Checked	6/24/2025 10:35:04 AM
Signing Complete	Security Checked	6/24/2025 10:35:12 AM
Completed	Security Checked	6/24/2025 10:35:12 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.

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G. To advise SPD of your new email address

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(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:

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

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- 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.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
19 Vendors – See pages 6-9

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **40-00000-24-00074**

Payment Terms**:** **Net 30**

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

Delivery**:** **As Requested**

JO

Procurement Specialist**:** **James Ortega**

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

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

Title**:** **Electrical Services On-Call**

Term**:** **June 20, 2024 – June 19, 2025**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

JC

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

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Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

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

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

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

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

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

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with

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

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

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000165669
A and S Enterprises Inc.
106 Roehl Rd NW
Albuquerque, NM 87107
Bryan Abeyta, 505-916-7470
Bryan@asenm.com

Payment Term: Net 30
Delivery: 106 Roehl Rd NW Albuquerque, NM 87107
Public Works: 1758420150713
License: #380956, EE98

(AB) 0000097177
APIC Solutions, Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
Steve Foster, 505-345-1381
service@apicnm.com

Payment Term: Net 30
Delivery: Destination, unless otherwise indicated by NM State Purchasing Agent
Public Works: 2431920120420
License: #373987, EE98, GB98, GS24

(AC) 0000133362
Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110
Elizabeth Kinkade, 505-554-3313
elizabeth@electrical.team

Payment Term: Net 30
Delivery: As Requested
Public Works: 24753773182017
License: #387077, EE98

(AD) 0000046277
B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
Jamie Westerfield, 505-299-4464
newwojobs@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0191702011629
License: #1426, EE98, EL01, GA98, GB98, EL01, GF09, MM98

(AE) 0000049380
Bixby Electric Inc.
521 Wheeler SE
Albuquerque, NM 87102
Bob 505-350-1098
Bob@Bixbyelectric.com

Payment Term: Net 30
Delivery: As Needed
Public Works: 190612011621
License: #28568, EE98, EL01, GA03, GA98, GB98, GF98,

(AF) 0000145462
Cypress Communication Systems, LLC
2469 Corrales Rd Ste B3
Corrales, NM 87048
Joshua Fenlason, 505-796-5664
info@cypressnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2427820120330
License: #359124, EE98, ES03

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(AG) 0000049571
Enterprise Electrical Services, Inc.
PO Box 53248
Albuquerque, NM 87153
505-480-4293, Chris Gutierrez
cgutierrez@entelcomm.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 187062011526
License: #29455, EE98, EL01, GB98

(AH) 0000086357
Four Winds Mechanical HTC/AC
8915 ADAMS ST NE
ALBUQUERQUE, NM 87113
Chauling "Lynn" Armijo, 505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30
Delivery: 24 HOURS
Public Works: 02885820130507
License: #82333, GB89, EE98, MM98

(AI) 0000049954
Great Western Electrical Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107
Scott Burson, 505-881-6525
sburson@nmgwe.com

Payment Term: Net 30
Delivery: 3310 Girard Blvd NE
Albuquerque, NM 87107
Public Works: 0214120070215
License: #93237, EE98, EL01

(AJ) 0000052470
HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190
Will Humbard, 505-880-1819
whumbard@heinm.com

Payment Term: Net 30
Delivery: F.O.B Destination
Public Works: 002495720120723
License: #61439, EE98, EL01, GB98, MM02, MM03

(AK) 0000046144
J and G Electric Co.
512 S. Main St.
Roswell, NM 88203
Brad Fuchs, 575-622-0146
brad@jandgelectricco.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 0951920090512
License: #7408, EE98, GB98

(AL) 0000046795
Lynco Electric Co Inc
1520 West Amador Ave.
Las Cruces, New Mexico, 88005
Nathan Wilcox (575) 523-9066
lyncoelecnathan@comcast.net

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0101432009071
License: #10715, EE98, EL01, GB98

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(AM) 0000047584
McDade-Woodcock,Inc.
2404 Claremont Ave. NE
Albuquerque, NM 87107
Randall Dupuy, 505-884-0155
randyd@mwieic.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 0188122011604
License: #17754, EE98, EL01, GA01

(AN) 0000114869
Pluma, LLC
6301 4th St. NW, Suite 1
Albuquerque, NM 87017
Timothy Everett, (505) 345-0755
tim@plucys.com

Payment Term: Net 30
Delivery: 6301 4th St. NW, Suite 1
Albuquerque, NM 87017
Public Works: 1755520150602
License: #387286, EE98, GB98

(AO) 0000142264
Red Seven Electric LLC
1322 Frontage Rd
Belen, NM 87002
Manuel Medina, 505-859-5414
mmedina@redsevenelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 282111398962018
License: #391745, EE98

(AP) Not in SHARE
Spier Electric LLC
9528 Big Rock Dr
Albuquerque NM 87114
John Spier, 505-420-7729
John@spierelectric.com

Payment Term: Net 30
Delivery: Spier Electric LLC 9528 Big Rock Dr
Albuquerque NM 87114
Public Works: 029340758382023
License: #414474, EE98

(AQ) 0000173937
SRC Electrical LLC
20 Alamotero Lane
Alamogordo NM 88310
Luis Morales, 575-921-4478
luismorales954@gmail.com

Payment Term: Net 30
Delivery: 20 Alamotero Lane,
Alamogordo NM 88310
Public Works: 28811931752024
License: #387778, EE98

(AR) 0000050920
TLC Company, LLC
5000 Edith Blvd. NE
Albuquerque, NM 87107
Nick Rodriguez, 505-761-9696
nrodriguez@tlcplumbing.com

Payment Term: Net 30
Delivery: As requested.
Public Works: 28806888172024
License: #414079, EE98, GA98, GB98, GF98, MM98

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00074

(AS) 0000147945
US Electrical Corp
301 California Street SE
Albuquerque, NM 87108
Brock Darnell, 505-260-1000
brockd@uselectricalcorp.com

Payment Term: Net 30
Delivery: 301 California Street SE
Albuquerque, NM 87108
Public Works: 01954020110720
License: #57043, EE98, EL01, GB98

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Specifications:
The State of New Mexico, General Services Department (GSD) wishes to establish a Statewide Price Agreement for Electrical Services On-Call and work related to these systems. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions, and Local Bodies allowed may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

Procurement will be based on bidders supplying pricing through an established cost schedule. The Price Agreement will reflect the awarded contractor's willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies.

Legislation Affecting Price Agreement:
If future legislation affects any terms or conditions of the Price Agreement the Price Agreement may be amended to comply with the legislation.

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

Compensation Cap:
Per NMSA 1978 Section 13-1-154.1, the cap of four million dollars ($4,000,000) is effective for every Project. The cap of twelve million five hundred thousand dollars ($12,500,000) is effective for each Contractor's contract Price Agreement.

Federal Funds:
Projects or Services rendered using this Price Agreement *may* involve Federal Funds, therefore; New Mexico Resident Preference, Resident Veterans Preference and Resident Native Preferences shall not apply to the evaluation or award of this Price Agreement.

Multiple Awards:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, in the event of a Department of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. The Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement.

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

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To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.
6. Department of Workforce Solutions Wage Rate documentation of old and new rate schedules.

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 contract will be cancelled immediately.

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 property caused by or resulting from the contractors, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) 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 (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 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 the agreement to create 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(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of $300,000 for damage to or destruction of property arising out of each occurrence; the amount of $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 $1,000,000 for all claims arising out of each occurrence.

Builder's Risk Insurance:
Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).
This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of: fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials, and earth movement including mudslide.

This insurance shall also include, at a minimum, additional coverages for:

a. damage to land excavation, footings, and/or temporary structures.
b. property in transit or in temporary storage.
c. engineering, testing, applicable design, and related soft costs.

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d. loss of use, delays in occupancy resulting from a covered cause of loss.
e. fencing and signage.
f. demolition and debris removal including pollutants.
g. Fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor.
The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.
The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

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 if applicable.

A wage rate decision is ***required*** by the public works minimum wage act for construction, demolition or renovation purposes on projects costing $60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed $60,000, the agency will make a written request to the New Mexico Department of Workforce Solutions for a Wage Rate Determination decision at least three (3) weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision.

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

Performance, Payment, and Material Bonding:
A 100% performance bond and a 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 of $60,000.00 or more. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office BEFORE any work begins. Failure to comply shall result in order being issued to another vendor and difference being

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charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency BEFORE any work begins.

Tax Note:
Bid 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 invoice at the current tax rate at each project's location, as a separate item to be paid.

Travel:
Contractors will be allowed to quote anticipated travel mileage based on one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel costs will be the current rate allowed by the Federal Government.

Mileage Reimbursement:
Any request for mileage reimbursement under this agreement shall be approved by the Procuring Agency prior to incurring mileage expense, and in accordance with Procuring Agency funding requirements, regulations, policies, and procedures. Mileage will be added and itemized separately at time of invoicing, unless otherwise required by the Procuring Agency.

Mileage:
"Mileage Rate" means vendors will be reimbursed based only on the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle in excess of 50 miles as referenced in IRS standard mileage rates using link https://www.irs.gov/tax-professionals/standard-mileage-rates/ at the travel rate for that period/year travel was performed. This is pursuant to the Vendor providing the procuring entity approved work orders containing the following information:

a. Actual mileage reading that is certified as true and correct by the traveler based on the destination mileage chart of the official state map published by the Rand McNally Mileage Calculator. Reference Rand McNally mileage calculator using link: Rand McNally Maps & Driving Directions
b. If the actual mileage reading is not available on the Rand McNally mileage calculator, the procuring entity may use Google Maps - Driving Directions to calculate for reimbursement for mileage in excess of 50 miles from the dispatch to the customer site.

General:
All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The contractor will be contacted on an as needed basis to perform work associated with this contract. The user agency may solicit quotes from more than one vendor listed in this price agreement. The contractor may lower his rates on any of the bid items to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

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Debarred or Suspended Contractors:
A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

Bribes, Gratuities and Kickbacks:
It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

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

Assignment of Antitrust Claims:
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

Subcontractors:
Subcontractors are allowed to work on this contract *only* with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined, and the cost of their work broken out on a separate line(s) on the quote. *The subcontractor's quote must follow the price agreement item breakdown and have materials itemized.* If a subcontractor's quote is included in the accepted primary contractor's quote, then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

The awarded contractor is prohibited from adding markups for subcontracted work.

Payment Provisions:
Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services,

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construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within twenty-one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the twenty-first (21st) 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 one- and one-half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency. Final payment shall be made within twenty-one (21) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Scope of Work:
The contractor for this work shall provide all materials, labor, tools, and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement, or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment, and the termination of associated circuits and services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be completed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

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Labor:
Personnel working on the project and providing these services shall be experienced in all areas related to this work and required by this contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

- Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.
- Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.
- Laborer: a person with minimal experience, performing simple tasks such as clean-up and other minor forms of labor.
- Other Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

Materials, Subcontracts and Other Associated Costs:
Materials, subcontracts, and other associated costs necessary to perform the work stipulated in the scope of work shall be itemized with pricing. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom 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.

Awarded contractors are ***prohibited*** from adding markups for materials, subcontractors, equipment rental or any associated costs. Profit and overhead markups are not permitted.

Equipment Rental:
If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment with no markup.

Quote Request:
When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining the work required.

The contractor shall visit the site and compare the owner'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 at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency or local public body.

Change Orders:
Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but un-estimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.

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Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

Work Commencement:
Prior to commencement of any work performed the User Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. 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 owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state 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 or local public body 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 user agency feel it is in its best interest to provide these extraordinary security services.

The user agency or local public body 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 well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency or local public body may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

Review of Project Documents:
The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency, or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

Safety:
The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work an all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contactor shall erect and maintain, as required by existing conditions and progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

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regulations, and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

Payments:
Contractors shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

Close-out Documents:
Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

Warranties:
The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

Contractor Required Information:
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 the appropriate valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978. *

New Mexico Public Works Registration No **: _____

Contractor's New Mexico License No.*: _____

Contractor Classification No.: _____

State Tax ID No.: _____

Federal Taxpayer ID No.: _____

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

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its 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. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

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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. Awards for these services will be made on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work.

Regular Working Hours and After Hours Defined:
Regular Working Hours are defined as Monday through Friday 8 am through 5 pm local time.
After hours are defined as hours outside of Regular Working Hours.

*****End of Specifications*****

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Items:

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
1	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, Regular Hours Worked, Non-Wage Decision Project.**		
				$70.00	**AA**
				$110.00	**AB**
				$86.00	**AC**
				$88.00	**AD**
				$171.00	**AE**
				$75.00	**AG**
				$90.00	**AF**
				$125.00	**AH**
				$95.00	**AI**
				$85.00	**AJ**
				$105.00	**AK**
				$84.09	**AL**
				$125.66	**AM**
				$125.00	**AN**
				$75.00	**AO**
				$78.54	**AP**
				$85.00	**AQ**
				$97.00	**AR**
				$83.50	**AS**
2	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, Regular Hours Worked, Wage Decision Project.**		
				$80.00	**AA**
				$110.00	**AB**
				$88.00	**AC**
				$88.00	**AD**
				$199.00	**AE**
				$85.00	**AG**
				$90.00	**AF**
				$150.00	**AH**
				$105.00	**AI**
				$90.00	**AJ**
				$105.00	**AK**
				$92.93	**AL**
				$125.66	**AM**
				$125.00	**AN**
				$85.00	**AO**
				$94.62	**AP**
				$95.00	**AQ**
				$97.00	**AR**
				$82.00	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
3	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, After Hours Worked, Non-Wage Decision Project.**		
				$105.00	**AA**
				$115.00	**AB**
				$129.00	**AC**
				$120.00	**AD**
				$276.00	**AE**
				$95.00	**AG**
				$124.00	**AF**
				$225.00	**AH**
				$135.00	**AI**
				$85.00	**AJ**
				$145.00	**AK**
				$126.17	**AL**
				$168.82	**AM**
				$250.00	**AN**
				$95.00	**AO**
				$102.10	**AP**
				$85.00	**AQ**
				$146.00	**AR**
			Not including Holiday or Sundays	**$125.25**	**AS**
4	**1**	**Hourly**	**Hourly Labor Rate, Certified, Licensed Journeyman, After Hours Worked, Wage Decision Project.**		
				$120.00	**AA**
				$115.00	**AB**
				$131.00	**AC**
				$120.00	**AD**
				$294.00	**AE**
				$100.00	**AG**
				$124.00	**AF**
				$250.00	**AH**
				$150.00	**AI**
				$95.00	**AJ**
				$145.00	**AK**
				$139.40	**AL**
				$168.82	**AM**
				$250.00	**AN**
				$110.00	**AO**
				$118.18	**AP**
				$95.00	**AQ**
				$146.00	**AR**
			Not including Holiday or Sundays	**$123.00**	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
5	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, Regular Hours Worked, Non-Wage Decision Project.**		
				$60.00	**AA**
				$40.00	**AB**
				$69.50	**AC**
				$61.00	**AD**
				$129.00	**AE**
				$48.00	**AG**
				$70.00	**AF**
				$100.00	**AH**
				$70.00	**AI**
				$70.00	**AJ**
				$70.00	**AK**
				$72.08	**AL**
				$73.63	**AM**
				$78.64	**AN**
				$45.00	**AO**
				$48.70	**AP**
				$40.00	**AQ**
				$88.00	**AR**
				$66.00	**AS**
6	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, Regular Hours Worked, Wage Decision Project.**		
				$65.00	**AA**
				$40.00	**AB**
				$69.50	**AC**
				$61.00	**AD**
				$149.00	**AE**
				$54.00	**AG**
				$70.00	**AF**
				$100.00	**AH**
				$75.00	**AI**
				$80.00	**AJ**
				$70.00	**AK**
				$79.65	**AL**
				$73.63	**AM**
				$86.30	**AN**
				$55.00	**AO**
				$64.78	**AP**
				$50.00	**AQ**
				$88.00	**AR**
				$65.00	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
7	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, After Hours Worked, Non-Wage Decision Project.**		
				$70.00	**AA**
				$45.00	**AB**
				$104.80	**AC**
				$85.00	**AD**
				$207.00	**AE**
				$62.00	**AG**
				$97.00	**AF**
				$150.00	**AH**
				$90.00	**AI**
				$75.00	**AJ**
				$100.00	**AK**
				$73.17	**AL**
				$102.36	**AM**
				$157.28	**AN**
				$65.00	**AO**
				$64.71	**AP**
				$40.00	**AQ**
				$118.00	**AR**
			Not including Holiday or Sundays	**$99.00**	**AS**
8	**1**	**Hourly**	**Hourly Labor Rate, Experienced Apprentice, After Hours Worked, Wage Decision Project.**		
				$70.00	**AA**
				$45.00	**AB**
				$104.80	**AC**
				$85.00	**AD**
				$221.00	**AE**
				$72.00	**AG**
				$97.00	**AF**
				$150.00	**AH**
				$95.00	**AI**
				$85.00	**AJ**
				$100.00	**AK**
				$119.49	**AL**
				$102.36	**AM**
				$157.28	**AN**
				$85.00	**AO**
				$80.49	**AP**
				$50.00	**AQ**
				$118.00	**AR**
			Not including Holiday or Sundays	**$97.50**	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
9	**1**	**Hourly**	**Hourly Labor Rate, Laborer, Regular Hours Worked, Non-Wage Decision Project.**		
				$40.00	**AA**
				$25.00	**AB**
				$61.70	**AC**
				$53.00	**AD**
				$103.00	**AE**
				$38.00	**AG**
				$20.00	**AF**
				$75.00	**AH**
				$48.00	**AI**
				$70.00	**AJ**
				$65.00	**AK**
				$63.65	**AL**
				$15.00	**AM**
				$65.00	**AN**
				$35.00	**AO**
				$39.27	**AP**
				$25.00	**AQ**
				$88.00	**AR**
				$45.00	**AS**
10	**1**	**Hourly**	**Hourly Labor Rate, Laborer, Regular Hours Worked, Wage Decision Project.**		
				$45.00	**AA**
				$25.00	**AB**
				$61.70	**AC**
				$53.00	**AD**
				$119.00	**AE**
				$45.00	**AG**
				$30.00	**AF**
				$75.00	**AH**
				$50.00	**AI**
				$70.00	**AJ**
				$65.00	**AK**
				$70.32	**AL**
				$32.00	**AM**
				$70.00	**AN**
				$45.00	**AO**
				$54.12	**AP**
				$30.00	**AQ**
				$88.00	**AR**
				$42.00	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
11	**1**	**Hourly**	**Hourly Labor Rate, Laborer, After Hours Worked, Non-wage Decision Project.**		
				$60.00	**AA**
				$30.00	**AB**
				$92.50	**AC**
				$73.00	**AD**
				$166.00	**AE**
				$46.00	**AG**
				$35.00	**AF**
				$100.00	**AH**
				$65.00	**AI**
				$70.00	**AJ**
				$95.00	**AK**
				$64.57	**AL**
				$22.50	**AM**
				$130.00	**AN**
				$55.00	**AO**
				$47.13	**AP**
				$25.00	**AQ**
				$109.00	**AR**
			Not including Holiday or Sundays	**$67.50**	**AS**
12	**1**	**Hourly**	**Hourly Labor Rate, Laborer, After Hours Worked, Wage Decision Project.**		
				$65.00	**AA**
				$30.00	**AB**
				$92.50	**AC**
				$73.00	**AD**
				$177.00	**AE**
				$54.00	**AG**
				$45.00	**AF**
				$125.00	**AH**
				$68.00	**AI**
				$70.00	**AJ**
				$95.00	**AK**
				$70.32	**AL**
				$42.22	**AM**
				$140.00	**AN**
				$75.00	**AO**
				$61.97	**AP**
				$30.00	**AQ**
				$109.00	**AR**
			Not including Holiday or Sundays	**$63.00**	**AS**

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
13	**1**	**Hourly**	**Hourly Labor Rate, Project Manager/ Supervisor.**		
				$85.00	**AA**
				$25.00	**AB**
				$95.00	**AC**
				$85.00	**AD**
				$191.00	**AE**
				$95.00	**AG**
				$100.00	**AF**
				$250.00	**AH**
				$115.00	**AI**
				$95.00	**AJ**
				$103.00	**AK**
				$100.00	**AL**
				$133.63	**AM**
				$85.00	**AN**
				$110.00	**AO**
				$102.10	**AP**
				$75.00	**AQ**
				$103.00	**AR**
				$95.00	**AS**
14	**1**	**% Disc**	**Percentage Discount Off Retail - Catalog List Price For All Parts And Materials.**	**%**	
				5%	**AA**
				5%	**AB**
				0%	**AC**
				0%	**AD**
				0%	**AE**
				10%	**AG**
			Our material pricing will always be discounted below retail. The discount will vary depending on the price given to us by our suppliers. You as our customer will always pay below retail/catalog price. Since the discount percentage will vary, we thought it was best not to lock in a certain discount percentage. This guarantees you will always get the best available discount given to us and not be limited to the percent discount listed in this spreadsheet.	**0%**	**AF**
				10%	**AH**
				10%	**AI**
				5%	**AJ**
				19%	**AK**
				0%	**AL**
				15%	**AM**
				0%	**AN**
				3%	**AO**
				0%	**AP**

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 Continued		
				10%	**AQ**
				0%	**AR**
				28%	**AS**

***** 14 Awarded Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: EDCD97EEB020479EBF6A7058AE6341AF
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00074 Electrical Services Award
Source Envelope:
Document Pages: 27
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
James Ortega
1100 S Saint Francis Dr
Santa Fe, NM 87502
james.ortega@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
6/20/2024 9:36:33 AM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha Tami.Concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	TC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/20/2024 9:39:34 AM Viewed: 6/20/2024 9:41:12 AM Signed: 6/20/2024 9:41:46 AM
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35	JO Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/20/2024 9:41:49 AM Viewed: 6/20/2024 9:58:27 AM Signed: 6/20/2024 9:58:31 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/20/2024 9:58:34 AM Viewed: 6/20/2024 10:03:29 AM Signed: 6/20/2024 10:03:35 AM

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	6/20/2024 9:39:34 AM
Certified Delivered	Security Checked	6/20/2024 10:03:29 AM
Signing Complete	Security Checked	6/20/2024 10:03:35 AM
Completed	Security Checked	6/20/2024 10:03:35 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.SPDinfo@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.SPDinfo@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.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 5.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Requesting ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop off and walkway to the National Champion Air Races. (Rogers)

- Funding Source -- 51004334-817508 through State Tourism Grant

BACKGROUND:

Initiated by: Mac Rogers

This request is for ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop off and walkway with Micro surfacing to the National Champion Air Races. Construction of the walkway was procured through Eddy County RFP # 24-02 and the purchase was funded through the State Tourism Grant. This provided the main entry walkway with ADA access, and a vehicle drop off area, as required per the City of Roswell agreement with RARA approved on February 13th, 2025.

FINANCIAL CONSIDERATION:

510034334-817508 through State Tourism Grant

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

This is the first council consideration of this item.

STAFF RECOMMENDATION:

Staff recommends approval.

Attachments

Purchase Order
Quote
Molzen Corbin
Eddy County RFP 24-02

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22600879

Delivery must be made within doors of specified destination.

BILL TO

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR

DESERT WEST ENTERPRISES, LLC
PO BOX 3000
ROSWELL, NM 88202
Email: LARRY@DESERTWESTLLC.COM

SHIP TO

FINANC
425 N RICHARDSON AVE
ROSWELL, NM 88201
Email: ap@roswell-nm.gov
Phone: 5756246700
Fax: 5756246915

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
5756233990	LARRY@DESERTWESTLL…	12601194	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/18/2025	11084			Air Center Capital Outlay

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	NCAR Monument Entry Drop/off walkway micro The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Microsurfacing with cqs emulsion and aggregate with finish grading GL Account: 51004334 - 817508 $171,992.72 EDDY COUNTY RFP 24-02 ********** GL SUMMARY ********** 51004334 - 817508 $171,992.72	1.0	EACH	$171,992.72	$171,992.72

By: O. Peek
Purchasing Agent, C.P.O

Total Ext. Price	$171,992.72
PO Total	**$171,992.72**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.



Desert West Enterprises, LLC
P.O. Box 3000
Roswell, NM 88202

Estimate

Date	Estimate #
8/7/2025	2547

Project Number:	

Asphalt Specialty Products and Services

Seal Coat, Chip Seal, Distributor Trucks, Parking Lot Striping , Asphalt products- Cold Mix, Seal Coat Materials, Transport Tankers available

Name / Address

City of Roswell Airport

Job Location

NCAR Monument Path
Eddy County Contract
24-02

Item	Description	Qty	U/M	Rate	Total
Subgrade Prep	Process, Blade and shape Subgrade (Walkway And Horseshoe)	3,200		8.99	2,8769.36T
Base Course	Place and shape millings 4 " to grade	7,000		5.43	3,8026.80T
Base Course	Engineered fill per ton delivered	3,981.56		.63	2,494.05T
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate per SY (double) (Type IV, Type II) (Walkway and Entry Area)	3,504		9.00	31,536.00T
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate per SY (double) (Type IV, Type II) Horseshoe	6,307		9.00	56,763.00T
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate per SY (RV Walkway)	1,385		9.00	12,465.00T

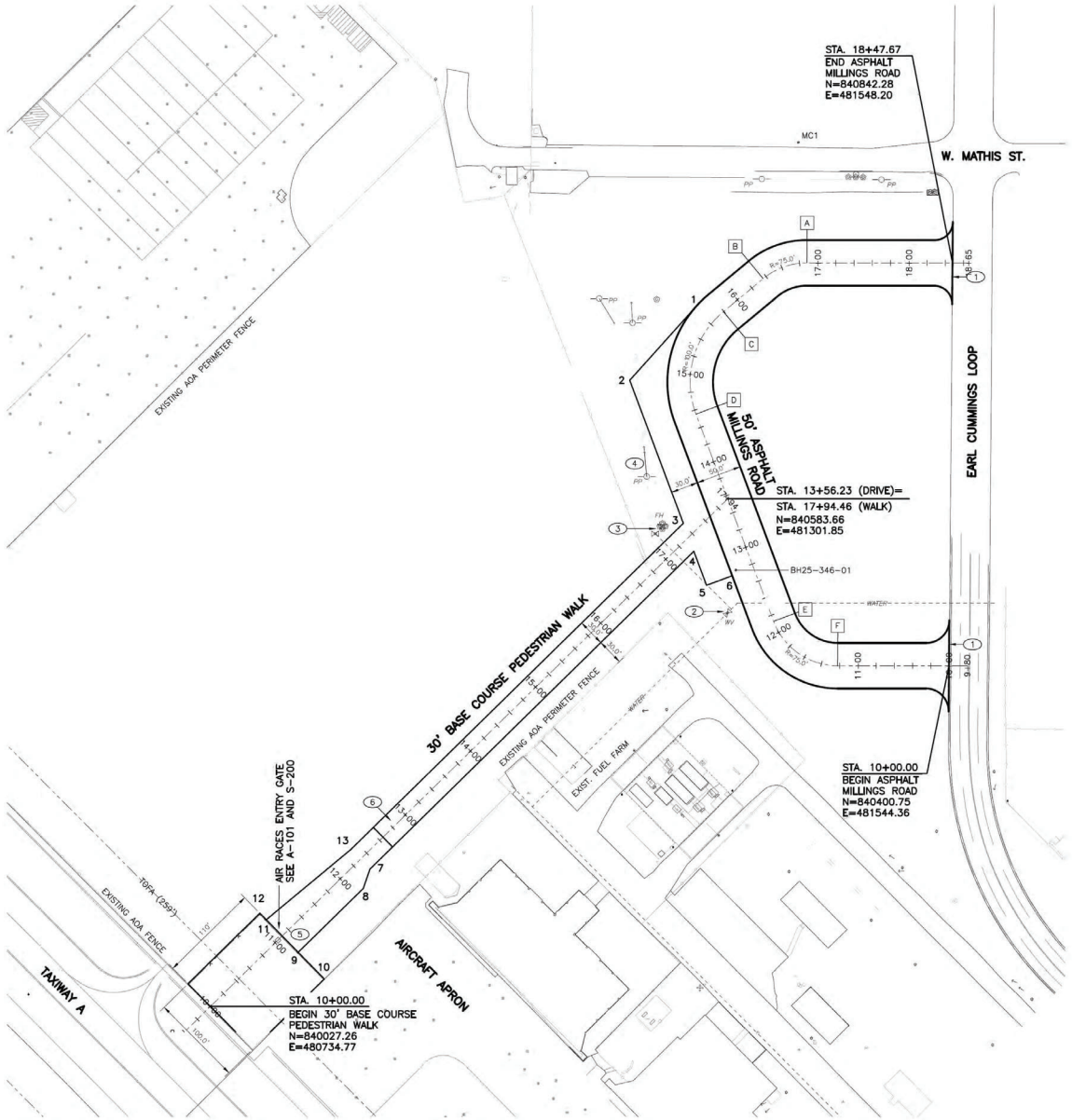
Sealing and Crack fill Notes (May not apply to all estimates):
All cleaning sweeping and debris removal is included unless noted above. Sand and latex added for durability. Crackfill is a estimate only, all cracks will be measured after completion.

Acceptance of Proposal
The above price, specifications and conditions are satisfactory and hearby accepted. Desert West Enterprises LLC are autorized to do the work as specified.

Signature _____...

Date Accepted _____...

Sales Tax (8.2708%)	$13,138.51
Total	$171,992.72



GENERAL NOTES

1. ALL EXISTING UTILITIES MAY NOT BE SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.
2. SEE C-103 FOR GRADING PLAN

KEYED NOTES

1. SAWCUT VERTICAL FACE OF EXISTING CURB AND GUTTER FOR MILLINGS ROAD ACCESS. EXISTING GUTTER PAN TO REMAIN UNDISTURBED.
2. PROTECT EXISTING WATER VALVE AND CONCRETE COLLAR TO REMAIN UNDISTURBED DURING CONSTRUCTION.
3. PROTECT EXISTING FIRE HYDRANT AND ISOLATION VALVE TO REMAIN UNDISTURBED DURING CONSTRUCTION.
4. PROTECT EXISTING POWER POLE TO REMAIN UNDISTURBED
5. STA. 10+00 TO STA. 12+65: MICROSURFACE NEW PEDESTRIAN YARD AND PEDESTRIAN WALK (SEE SHEET C-501)
6. STA. 12+65.00 TO MILLINGS ROAD: CLEAR AND GRUB, PLACE 6" AGGREGATE BASE COURSE AND MICROSURFACE (SEE SHEET C-501)

PEDESTRIAN WALK COORDINATE DATA

POINT #	NORTHING	EASTING
1	840795.17	481267.71
2	840713.61	481194.42
3	840556.89	481253.14
4	840526.16	481264.66
5	840488.89	481278.62
6	840499.42	481306.71
7	840177.83	480909.64
8	840156.68	480902.37
9	840086.65	480830.99
10	840057.41	480859.64
11	840122.35	480795.99
12	840129.49	480788.99
13	840199.23	480888.62

A STA. 16+88.08 N=840842.31 E=481388.61

B STA. 16+36.07 N=840825.00 E=481340.67

C STA. 15+79.02 N=840788.54 E=481296.79

D STA. 14+55.41 N=840676.53 E=481267.05

E STA. 12+12.92 N=840449.46 E=481352.13

F STA. 11+22.02 N=840400.78 E=481422.35

MOLZENCORBIN
2701 Miles Road SE
Albuquerque, New Mexico 87106
505 242 5700 office
505 242 0673 fax
MolzenCorbin.com

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION
DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES
IF THIS BAR EQUALS ONE INCH

REV. NO.	REV. DATE	DESCRIPTION

PROJECT NUMBER: RCS241-15
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PRIME DESIGN PROFESSIONAL: MIKE PROVINE, P.E.
PROJECT DATE: AUGUST, 2025

GEOMETRY LAYOUT PLAN

NCAR MONUMENT GATE AND DROP OFF AREA
ROSWELL INTERNATIONAL AIR CENTER (ROW)
CITY OF ROSWELL, NEW MEXICO 88203

C-102

SHEET 4 / 10

© COPYRIGHT

PLOT DATE: 8/13/2025 9:01 AM
SAVE DATE: 8/13/2025 8:59 AM
G:\Drawings\RCS\2024\RCS241-15\PRE-BID\C-102

STATE OF NEW MEXICO
COUNTY OF EDDY

AGREEMENT A-24-50
RFP 24-02 Emulsified Sealing Services

THIS AGREEMENT ("Agreement") is made by and between Eddy County, hereinafter referred to as the "County" and **Desert West Enterprises, LLC,** hereinafter referred to as the "Contractor", and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and has represented and warranted that Contractor is professionally qualified to render the contractor services required by the County and possess any licenses and/or certificates required under state or federal law to perform the services required under this Agreement; and

WHEREAS, the County has selected the Contractor as an offeror advantageous to Eddy County; and

WHEREAS, all terms and conditions of the RFP 24-02 and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, County and the Contractor further agree as follows:

1. SERVICES.

1.1. The Services. The Contractor shall perform those services (the "Services") described in the "Purpose" outlined in RFP 24-02, incorporated herein by reference as though fully set forth. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services. Contractor is aware and understands that "time is of the essence" in the provision of these Services.

1.2. Services Fee. County will pay Contractor for services rendered at the rates set forth and as agreed to in the cost proposal provided within RFP 24-02.

1.3. Representative. Contact person available for inquiries or questions for services provided.

"Contractor"	"County"
Desert West Enterprises, LLC.	Eddy County
Attn: Larry C. Parker	Attn: Jason Burns
5323 W. 2nd St.	101 W. Greene St
Roswell, NM 88201	Carlsbad, NM 88220
Phone: 575-623-3990	Phone: 575-887-9511 EXT 4001

1.4. Substitution. With respect to any substitution of this representative, the Contractor must provide detailed justification documenting the necessity for the substitution. The Contractor shall forward a request to substitute staff to County for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from County.

2. LIABILITY, INDEMNIFICATION, AND INSURANCE

2.1. Liability. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. Contractor understands, acknowledges and agrees that neither County nor any of its components is indemnifying Contractor or any of its employees. The liability of County will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978.

2.2. Insurance. The Contractor is required to carry insurance, meeting the requirements in the Section labeled "Insurance Requirements", or as noted in the specifications of RFP 24-02 herein, listing County as an additional insured. Contractor must submit proof of insurance in the form of a "Certificate of Insurance" with their response and prior to commencing work under the resulting contract. Contractor's insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions.

2.3. Indemnification. In addition to any and all other indemnification and remedies provided herein, Contractor agrees to indemnify, defend and hold harmless County and its officers, governing board, and employees from and

against any and all damages, liabilities, obligations, losses, deficiencies, actions, costs (including reasonable attorneys' fees and expenses), demands, suits, judgments, or assessments (hereafter "Claims") arising out of (i) Contractor's negligence in the performance of this Contract; (ii) any defect in the Services (iii) any acts or omissions of Contractor, its employees, subcontractors, or agents in connection with the performance of this Contract; or (iv) any breach of this Contract by Contractor, its employees, subcontractors, or agents. In the event of any Claim to which this indemnification applies, County will promptly notify Contractor of such Claim pursuant to the notice provisions of section 8.14; provided, however, the failure to give such notice will not relieve Contractor from its indemnification obligations. This obligation will survive termination or expiration of this Contract.

2.3.1. To the extent Section 56-7-1 NMSA applies, this indemnity will not extend to liability, claims, damages to property caused by or resulting from, in whole or in part, the negligence, act or omission of County.

3. **TERM AND TERMINATION.** This Agreement will be effective June 1, 2024 thru May 31, 2025. The County reserves the right to extend this contract, on an annual basis (or any portion thereof) automatically without notice, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. Terms governing Termination are set forth hereafter:

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

3.2. Notice; County Opportunity to Cure.

3.2.1. Except as otherwise provided in sub-paragraph 3.1 of this Clause and the Appropriations Clause of this Agreement, the County shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

3.2.2 Contractor shall give County written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the County's material breaches of this Agreement upon which the termination is based, and (ii) state what the County must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the County 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 County 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.

3.2.3 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 County; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

3.3 Liability. Except as otherwise expressly allowed or provided under this Agreement, the County'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 COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. CONTRACTOR MUST MEET OR EXCEED THE REQUIREMENTS BELOW

4.1. Contractor shall make sure that all services and products offered are adequately described.

4.2. Contractor must have the ability to work within the security, regulatory and internal policy requirement needs of various County facilities.

4.3. Contractor must be authorized to sell/resell the services and products being proposed. Contractor may be asked to provide certificates of authorization or verifications of such facts.

4.4. Contractor shall guarantee that the services and products offered will meet or exceed specifications identified in this Agreement.

4.5. Contractor must perform all work compliant with applicable industry standards and recommended practices.

5. EXISTING, NEW PRODUCTS, SERVICES, TECHNOLOGIES AND PRICE ADJUSTMENTS

5.1. Any and all Contractor's existing and new product and service additions, technological advancements or new technology within the scope of work and support to be provided, may be added under the terms and conditions of this agreement provided they meet the acceptability and financial objectives of County. Contractor must first inform County of such additions or changes for obsolete items at least 60 days prior or at the earliest time possible to any changes taking effect.

5.2. Contractor will be expected to maintain product, service and technological parity with its competitors to ensure County is offered state of the art products, services and technology. Failure to maintain such parity may be considered cause for removal of the specific named products or services or termination of contract.

5.3. New technologies are to be defined as a significant material or function change of an existing product/service line. All new innovative and revolutionary technologies need to be approved by County prior to any use. Pricing on new services and technology will be commensurate with the level of discount provided on existing services in the same category. The new services and prices will not be enforceable without an addendum to this agreement.

6. INDEPENDENT CONTRACTOR STATUS

6.1. **Independent Contractor.** It is expressly understood that Contractor is an independent contractor and not the agent, partner or employee of County. Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified work. Neither Contractor nor any of its agents shall be treated as an employee of County for any purpose whatsoever. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement. Contractor further declares that it is engaged in the same or similar activities for other clients and that Eddy County is not Contractor's sole or only client or customer.

6.2. **Tax Withholding.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by County with respect to payments to or on behalf of Contractor, its agents or employees. Contractor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

7. MONTHLY PROGRESS REPORT, MEETINGS AND SCHEDULES

7.1. **Progress Reports.** The Contractor may be required to file with County a monthly or as needed progress reports and schedule(s) for the Project. One copy shall be forwarded to County in sufficient time to be received no later than the ten days immediately following the time frame covered by the report.

7.2. **Project Review Meetings.** If so requested by County, or if required as set forth in Attachment A, the Contractor shall meet as soon as possible after execution of this Agreement with County staff to discuss final details relative to commencement of and performance of this Project.

8. MISCELLANEOUS

8.1. **Acceptance and Rejection.** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if County is entitled to revoke acceptance of them, County may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at County's option. Contractor shall reimburse County for all incidental and consequential cost related to unaccepted goods or services. Notwithstanding final acceptance and payment, Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

8.2. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board or other

sponsoring agency, this Agreement will terminate upon delivery of written notice by Eddy County to Contractor. The decision of County as to whether sufficient appropriations are available will be accepted by Contractor and will be final.

8.3. Assignment. Contractor may not assign the rights or obligations under this Agreement without Eddy County's prior written approval.

8.4. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assignees.

8.5. Changes. This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

8.6. Certification. County Supplier Conflict of Interest and Debarment/Suspension Certification Form has been signed, as appropriate, and is included as part of this Agreement.

8.7. Cooperation and Dispute Resolution. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

8.8. Delays and Extension of Time. The Contractor agrees to execute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence or either the Contractor or the subcontractors or suppliers

8.9. Entire Agreement. This Agreement, inclusive of the RFP 24-02 terms, condition and requirements incorporated herein by reference, and the terms and conditions included in the purchase order are made part of this Agreement. This represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. All of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this written Agreement.

8.10. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of delay in the performance of this Agreement.

8.11. Governing Law. This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

8.12. Inconsistencies. In the event there are any inconsistencies in any documentation, the terms of this agreement shall take precedence over any term identified on a PO or made during discussion, outside of the original agreement terms.

8.13. Nondiscrimination in Employment. The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance

of this clause.

8.14. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid. **Notices will be sent to the following addresses:**

"Contractor"	"County"
Desert West Enterprises, LLC	Eddy County Finance Director
Larry C. Parker	Breanna Shields
5323 W. 2nd Street	101 W Greene Street
Roswell, NM 88201	Carlsbad, NM 88220

8.15. Press Releases. Neither the Contractor nor any member of the Contracting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from County's Project Coordinator.

8.16. Suspension of Work. The County Chief Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of County.

8.17. Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party or a breach by the other party, of any term, covenant, or condition hereof, shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9. SEVERABILITY. All terms of this Agreement are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

10. WORKPLACE SAFETY. Contractor will ensure that its staff and those of any

subcontractor will, when working on any site in connection with the Agreement, comply with all applicable environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures of which County notified Contractor.

11. COMPLIANCE WITH FEDERAL AND STATE LAWS

11.1. Contractor certifies and agrees by this Agreement to comply and act in accordance with all applicable provisions of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the New Mexico Human Rights Act and all other applicable federal statutes and executive orders, New Mexico statutes and Eddy County ordinances relating to the enforcement of civil rights all as amended from time to time.

11.2. The New Mexico 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.

11.3. Contract Utilization by Other Agencies: In accordance with **13-1-129 NMSA,** Contractors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract with the awarded Contractor for services outlined if applicable contractual engagements accomplished under this provision shall be solely between the awarded contractors and the contracting entity with no obligations by the Board of Commissioners of Eddy County.

The Remainder of This Page is Intentionally Left Blank with the Signature Page to Follow.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES THAT HE/SHE IS AUTHORIZED TO OBLIGATE HER/HIS FIRM TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

"CONTRACTOR"

Desert West Enterprises, LLC

By: _____

Print Name: Larry C Parker

Title: Owner

"COUNTY"

EDDY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Print Name: James (Bo) Bowen

Title: Commission Chairman

Date: May 21, 2024

Attest:

_____

Cara Cooke, County Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 6.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of a budget adjustment and purchase order increase in the amount of $20,970 for conservation of stone and metal collection items by The Conservation Center. (Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

The Conservation Center (TCC) is specialized in large-scale disaster recovery for collections. TCC aided the museum with the evacuation of the collection following the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multi-phase conservation process will take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal is for recently appraised metal and stone items for which there is a gap between value and treatment cost, and that staff are recommending TCC move forward based on the value of the objects to the collection and the ability to cover the gap utilizing fine art insurance claim funding.

The Conservation Center (TCC) is specialized in large-scale disaster recovery for collections. TCC aided the museum with the evacuation of the collection following the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multi-phase conservation process will take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal is for recently appraised metal and stone items for which there is a gap between value and treatment cost, and that staff are recommending TCC move forward based on the value of the objects to the collection and the ability to cover the gap utilizing fine art insurance claim funding. Items not included in this proposal are recently appraised stone and metal items that a) have values above the treatment costs and the insurance is directly paying for the conservation and b) items for which there is a large gap between the conservation fee and value and the items will be tabled until funding is available or conservation will be pursued through alternative means. A payout from the insurance claim will be made for these latter items and will contribute toward the funding of those items selected to move forward.

A sole source for this project is on file with the State of New Mexico in accordance with procurement requirements for use of a sole source vendor. The Conservation Center is the only vendor identified with the capacity to handle the volume of items in need of conservation.

FINANCIAL CONSIDERATION:
The Fine Art Insurance claim will pay the City for the value of each item, including tabled items described above ($22,515 is being requested). Funding Source: An increase to revenue line item 2611 489100 in the amount of $22,515 and an increase to expense line 26114221 612500 in the amount of $20,970.

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
Consider approval of a budget adjustment and purchase order increases in the amount of $20,970 for conservation of stone and metal collection items by The Conservation Center.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Metal Conservation Agreements
Stone Conservation Agreements

THE
CONSERVATION
CENTER

May 21, 2025

Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM NO. AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51291 (Collection 11 – Metal Objects)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51291 (Collection 11 – Metal Objects) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

Estimated Treatment Time: Approximately 12-15 months from date of signed approval and 50% deposit.

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$18,315.00
Laboratory Materials Fee:	$1,835.00
Post Treatment Report Fee:	$250.00
Total:	**$20,400.00**

Approved Items: #17, 30, 59, 94, 95, 97, 113, 114, 117, 138 from 51229_51291 (Collection 11 – Metal Objects)

**Invoicing for the above fees will be submitted directly to the city of Roswell for payment.*

Approved Item(s) _____ Unapproved Item(s): _____

Any Specifications: _____

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

a. Deposit. Given the Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51291 (Collection 11 – Metal Objects) has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

THE
CONSERVATION
CENTER

June 11, 2025

Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM #: AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51285 Stone Objects (Collection 5)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51285 Stone Objects (Collection 5) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

Estimated Treatment Time: *Approximately 12-15 months from the date of signed approval and 50% in-progress payment.*

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$495.00
Laboratory Materials Fee:	$50.00
Post-Treatment Report Fee:	$25.00
Total:	**$570.00**

Approved Items #28 from 51229_51285 Stone Objects (Collection 5)

**Invoicing for the above fees will be submitted directly to the city of Roswell*

Approved Item(s) _____ Unapproved Item(s): _____

Any Specifications: _____

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a In-Progress Payment must be remitted in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51285 Stone Objects (Collection 5) has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 7.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of a budget adjustment in the amount of $127,934.00 inclusive of a lease extension for current location for $21,794; repairs, maintenance and utilities estimated at $45,000; and approval of a purchase order for $61,140 for lease of Air Center property for collections storage and staff. (Brooks)

BACKGROUND:
Initiated By: Caroline Brooks

The museum collection that remained in Roswell was displaced following the October 2024 flood. Property was acquired on a monthly lease with a waived fee for the past 11 months to accommodate the museum as part of a philanthropic contribution to the recovery efforts. Due to business needs, the property is no longer available with a fee waiver and the required rent is cost prohibitive to stay, requiring a new location.

This request is to cover a two-month extension at the current location in the amount of $21,794 (a reduced rate) and $61,140 for a 12-month lease of an air center property from December 1, 2025 through November 30, 2026 ($5,095/month at $7.50/sq. ft.) and to be considered for continuation on an annual basis as needed. The new property lease is for the property as is and utilities, repairs and maintenance would fall under the department's responsibilities. Estimated expenses of $45,000 would cover central alarm; HVAC repairs and duct cleaning; lightbulb replacement; sprinkler system and fire alarm maintenance and repairs; fire extinguisher, pest control, and cleaning services; general maintenance; and utilities.

FINANCIAL CONSIDERATION:
Existing property rent of $10,897 per month for 2 months (calculated at $12 per square foot per year x 10,897 square feet) = $21,794. Air Center property rent of $5,095 per month, calculated at $7.50 per square foot x 8,152 square feet for 12 months = $61,140. The lease fees ($82,934) may be reimbursable by the fine art insurance; an inquiry has been submitted to the claims adjuster. Funding Source: an increase to expense line 26114221 655001 in the amount of $82,934 and 26114221 614002 for repairs and maintenance in the amount of $45,000.

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
Consider approval of a budget adjustment in the amount of $127,934.00 inclusive of a lease extension for current location for $21,794; repairs, maintenance and utilities estimated at $45,000; and approval of a purchase order for $61,140 for lease of Air Center property for collections storage and staff.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Elliot Electric Quote
Rhoades Plumbing

Quote #141-80632

ELLIOTT ELECTRIC SUPPLY
P.O. Box 206524, Dallas, TX 75320-6524
www.ElliottElectric.com

907 EAST 2ND STREET
ROSWELL, NM 88201
575-208-1571

Customer Account: *(1265808)*
CITY OF ROSWELL
PO 1838
ROSWELL, NM 88201

Ship To Information:
CITY OF ROSWELL
DRAWER 1838
ROSWELL, NM 88201

Customer Phone: 575-624-6700
Customer Job Phone: 575-637-6200

Customer Job/PO: N/A

- **ATTENTION: Do Not Deliver From This Document!**

Salesman: **Dumars, Lyle** Quote Date: **9/16/2025** Date and Time Printed: **9/18/2025 8:39:31 AM**

Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	400	L15T848GC850DX2G	KST	15W LED T8 48" 50K DBL/SNGL ENDED COATED GLASS G2	$ 6.25	E	$ 2,500.00

Total: $ 2,500.00

Rhoads Co./Drain Tiger
107 E 6TH ST
PO Box 1635
Roswell, NM 88201/202

PROPOSAL

Presented to:
CITY OF ROSWELL
RIAC
ACCOUNTS PAYABLE
PO BOX 1838
Roswell, NM 88202

Job #	20052
Job Name	WALK THRU
Proposal #	P-20052-1
Technician	
Issue Date	Sep 19 2025

Customer Contact:
H: (575) 347-5703
M: (575) 246-1176
E: l.bennett@roswell-nm.gov

Service Location:
ATS BUILDING
82 W Earl Cummings Loop
Roswell, NM 88203

Price: $8,878.21

Description	Qty	Price
COMMERCIAL HVAC LABOR RATE LABOR TO DIAGNOSE NORTHWEST 1ST FLOOR HVAC SYSTEM ON BUILDING 1081	40	$4,200.00
COMMERCIAL PLUMBING LABOR RATE LABOR TO DIAGNOSE PLUMBING SYSTEM ON BUILDING 1081	20	$2,100.00
DRAIN TIGER COMMERCIAL LABOR RATE LABOR TO RUN THE SEWER SNAKE IN DRAIN LINES AT BUILDING 1081	4	$800.00
DRAIN CAMERA COMMERCIAL REGULAR RATE LABOR TO RUN THE CAMERA IN THE DRAIN LINES AT BUILDING 1081	4	$1,100.00

Price *includes tax **$8,878.21**

Review and Sign

Proposal Notes:

THIS IS A LABOR ONLY QUOTE TO INSPECT AND DIAGNOSE THE HVAC AND PLUMBING SYSTEM, AS WELL TO RUN THE SEWER SNAKE AND SEWER CAMERA IN THE SEWER LINE SYSTEM AT BUILDING 1081

THIS IS A DON'T EXCEEDED PRICE IF NOT ALL LABOR IS USED WE WILL ADJUST LABOR RATE ACCORDINGLY TO THE TIME USE

IF ANY REPAIRS ARE NEEDED WE WILL PROVIDE AN ADDITIONAL QUOTE FOR THOSE PARTICULAR REPAIRS

Customer Approval:

☐ **I accept this proposal and agree to the terms and conditions.**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 8.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of a budget adjustment in the amount of $108,066.38 inclusive of a lease extension for current location for $10,897; central alarm supplies and service estimated at $4,500; and approval of a purchase order for $92,669.38 for lease of commercial property for collections storage and staff. (Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

The museum collection that remained in Roswell and staff were displaced following the October 2024 flood. Property was acquired on a monthly lease with a waived fee for the past 11 months to accommodate the museum as part of a philanthropic contribution to the recovery efforts. Due to business needs, the property is no longer available with a fee waiver and the required rent is cost prohibitive to stay, requiring a new location.

This request is to cover a one-month extension at the current property in the amount of $10,897 (a temporarily reduced rate) and $92,669.38 for a 12 ½ month lease of property located on 2nd Street from October 15, 2025 through October 31, 2026 ($7,413.55/month at $12.50/sq. ft.) and to be considered for continuation on an annual basis. The lease includes utilities and cleaning. $4,500 is requested to cover supplies and monitoring for a central alarm system, a requirement of the fine art insurance.

FINANCIAL CONSIDERATION:
Current property rent of $10,897 per month for 1 month (calculated at $12 per square foot per year x 10,897 square feet) = $10,897. 2nd Street property rent of $7,413.55 per month, calculated at $12.50 per square foot x 7,117 square feet x 12 ½ months = $92,669.38. The lease fees ($103,566.38) may be reimbursable by the fine art insurance; an inquiry has been submitted to the claims adjuster. Funding Source: an increase to expense line 26114221 655001 in the amount of $103,566.38 and 26114221 642904 for $4,500.

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
Consider approval of a budget adjustment in the amount of $108,066.38 inclusive of a lease extension for current location for $10,897; central alarm supplies and service estimated at $4,500; and approval of a purchase order for $92,669.38 for lease of commercial property for collections storage and staff.

STAFF RECOMMENDATION:
Proceed as presented.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 9.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Considering recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

BACKGROUND:
Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires approval of a budget adjustment when increasing revenues and/or expenses in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various grants, transfers, and departments.

FINANCIAL CONSIDERATION:
Various Funds: Revenue Expense $4,855,269.31 and Expense $2,786,722.15

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
Considering recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

STAFF RECOMMENDATION:
Staff recommends approval of the budget adjustments as presented in Exhibit A. These adjustments reflect donations, grant awards, expenditure reclassifications, and operational needs across multiple departments. Approval ensures compliance with the New Mexico Municipal Budget Act, maintains accurate fund reporting, and authorizes expenditures in accordance with available resources and funding restrictions.

Attachments

Exhibit A
Resolution 25-XX

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
General	Miscellaenous	1101-489100	Revenue	Road'eo Sponosorhips	4,600.00
General	Miscellaenous	1101-441150	Revenue	FEMA Reimbusrement Project	164,654.79
General	Miscellaenous	1101-441150	Revenue	FEMA Reimbusrement Project 806095 City Hall Storage	7,740.43
General	Miscellaenous	1101-441150	Revenue	FEMA Reimbursement Project 806150 Police Station	193,857.24
General	Miscellaenous	1101-441150	Revenue	FEMA Reimbursement Project 806256 Flood Plan Management	99,711.59
General	Administration	1101-444100	Revenue	Woman's Working Daycare Grant 24-I2876	40,000.00
General	Administration	1101-444100	Revenue	Mainstreet Wayfinding Corridor Grant 24-I2879	400,000.00
General	Administration	1101-444100	Revenue	Let W Forget Historical Statuary Garden Grant 24-I2877	25,000.00
General	Police	1101-444100	Revenue	West Second Street Buildings Grant 24-I2883	271,764.91
FEMA	FEMA	2603-489100	Revenue	Synergy Disaster Solutions	377,424.92
Museum	Museum	2611-489100	Revenue	Fine Art Insurance	22,515.00
Donations	Donations	2690-486941	Revenue	Fall Bash Donations	1,750.00
Donations	Donations	2690-486261	Revenue	Reclass to Sponsoships	(1,400.00)
Opioid	Opioid	2700-477000	Revenue	Opioid Settlement	1,875,952.57
Cemetery	Cemetery	2602-444900	Revenue	South Park Cemetery Irrigation System Grant 24-I2875	500,000.00
Landfill	Landfill	5201-457520	Revenue	Ashbritt	871,697.86
					4,855,269.31

General	Administration	11014013-793505	Expenditure	Woman's Working Daycare Grant 24-I2876	40,000.00
General	Administration	11014013-793505	Expenditure	Mainstreet Wayfinding Corridor Grant 24-I2879	400,000.00
General	Administration	11014013-793505	Expenditure	Let W Forget Historical Statuary Garden Grant 24-I2877	25,000.00
General	Animal Control	11014161-654814	Expenditure	PETCO Love Grant (Received at year end FY25)	40,000.00
General	Animal Control	11014161-654814	Expenditure	Carroll Petrie Fund (Received at year end FY25)	35,000.00
General	Human Resources/Safety	11014061-672828	Expenditure	Road'eo Sponsorships	4,600.00
General	Police	11014111-817503	Expenditure	West Second Street Buildings Grant 24-I2883	271,764.91
FEMA	FEMA	26033005-654801	Expenditure	Synergy Disaster Solutions	377,424.92
Museum	Museum	26114221-612500	Expenditure	Fine Art Insurance	20,970.00
Museum	Museum	26114221-655001	Expenditure	Air Center Rent (Agenda Item 6)	82,934.00
Museum	Museum	26114221-614002	Expenditure	Repairs, Maintenance and Utilities (Agenda Item 6)	45,000.00
Museum	Museum	26114221-655001	Expenditure	Rent (Agenda Item 7)	103,566.38
Museum	Museum	26114221-642904	Expenditure	Central Alarm (Agenda Item 7)	4,500.00
Lodger's Tax	Lodger's Tax	26224081-672805	Expenditure	NMTD Grant	(36,085.92)
Donations	Donations	26906241-792200	Expenditure	Fall Bash Donations	1,750.00
Donations	Donations	26906261-792200	Expenditure	Relcass to Sponsorships	(1,400.00)
Cemetery	Cemetery	26024411-817504	Expenditure	South Park Cemetery Irrigation System Grant 24-I2875	500,000.00
Landfill	Landfill	52014342-817506	Expenditure	Ashbritt	871,697.86
					2,786,722.15

RESOLUTION 25-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for $4,855,269.31 in revenues and $2,786,722.15 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $4,855,269.31 and Expenses $2,785,722.15

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 2nd day of October 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **10.**
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Considering recommending the adoption of Resolution 25-XX approving the presentation of the budget to the city council. (Corn)

BACKGROUND:
Initiated by: Councilor Corn

The budget is the most important vote of the City Council every year. The City Council desires to have open, fair, honest, debate on the Budget with complete transparency. It is the City Manager that is charged with bringing the City Budget to the City Council. The City Council must give its advice and consent by passing the preliminary Budget and sending it to the State of New Mexico by June 30. The final Budget must be passed before being sent to the State of New Mexico after all cash balances are accounted for.

FINANCIAL CONSIDERATION:
No financial consideration at this time.

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
Considering recommending the adoption of Resolution 25-XX approving the presentation of the budget to the city council.

Attachments

Budget Resolution 25-XX

RESOLUTION 25-XX
RESOLUTION ON PRESENTATION OF BUDGET TO CITY COUNCIL

WHEREAS, the budget is the most important vote of the City Council every year; and,

WHEREAS, the City Council desires to have an open, fair, honest debate on the Budget with complete transparency; and,

WHEREAS, it is the City Manager who is charged with bringing the City Budget to the City Council; and,

WHEREAS, the City Council must give its advice and consent by passing the preliminary Budget and sending it to the State of New Mexico by June 30; and,

WHEREAS, the final Budget must be passed before being sent to the State of New Mexico after all cash balances are accounted for,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that: The City Manager shall send the proposed budget to the Infrastructure, Legal, and Public Safety committees by the First of February for their review in their respective areas of interest.

The Infrastructure, Legal, and Public Safety committees shall refer their budget proposals to the Finance Committee by the First of April. If a committee fails to refer their own proposal, it shall be assumed that the committee has approved the Manager's proposal.

The final preliminary budget shall be passed by the Finance Committee and sent for a vote of the Governing Body in June as a normal course of business.

PASSED, ADOPTED, SIGNED, and APPROVED October 9, 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes **11.**

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Consider approval of the September 4, 2025, Regular Finance Committee Minutes

Attachments

Draft of Minutes

Regular Meeting of the Finance Committee
City Hall – Large Conference Room
425 N. Richardson Ave.
Thursday, September 4, 2025, at 2:00 PM

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

ROLL CALL
This meeting convened at 2:00 PM with Councilor Corn presiding. Councilor Cavin, Councilor Heldenbrand, Councilor Johnson, and Councilor Halvorson were present.

STAFF PRESENT
Todd Verciglio, Jessica Vickers, Debbie Reyer, Abraham Chaparro, Andrew Valadez, Enid Costley, Terri Best, Alison Herring, Mac Rogers, Frank Rincon, Naomi Steward, Angela Garcia, Amalia Martinez, Nathan Saverance, Caroline Brooks, Timothy Vandenbout, Chad Cole, James MacCornack, Mike Mathews, Tammi Smith, Toni Gomez, Mayor Tim Jennings, Lance Bateman, Councilor Cristina Arnold, Hess Yntema, Steve Chavez, and Jim Burress

GUESTS PRESENT
Rita Kane Doerhoefer, Terri Harber

GUESTS ONLINE
Cody Anderson, Sarah Mark, Emily Valencia. (14) Unknown Guests, Holly, Isabel Zarrow, Lilliy, Merideth, SH, Vicki, and ZS

APPROVAL OF AGENDA
Councilor Cavin made a motion to approve the agenda for September 4, 2025. Councilor Heldenbrand was the second, and the motion passed 5-0.

FLOOD DISASTER UPDATES
Mac Rogers gave an update on the insurance claims. There was a discussion on FEMA claims, monies, and the timeline.

BUDGET PLANNING

1. Roswell Municipal Landfill, 5-Year Master Plan. Presented by Abraham Chaparro.

The Five-Year Master Plan will act as a strategic yet flexible roadmap for the Roswell Municipal Landfill. The Plan will help the Solid Waste Department strive for continued environmental compliance, growth, and plan for infrastructure needs. Increased waste volumes will necessitate the replacement of key pieces of landfill and support equipment, as well as updates and improvements to existing on-site facilities, and the construction of the Landfill's next disposal cell (Unit 5b).

DRAFT

The collections department plans to transition to one 96-gallon roll-out cart per household, with collection frequency decreased to 1 day per week. This will require the acquisition of roll-out carts and side-loader trash trucks. The Department also plans to add front-load commercial waste collections (i.e., dumpsters) to its service offerings.

A timeline for key projects and key equipment upgrades was presented. Projected capital expenditures were discussed through fiscal year 2030.

The Roswell Municipal Landfill is a critical regional asset, and this Five-Year Master Plan provides a structured, high-level yet flexible roadmap to guide its continued safe, compliant, and efficient operation. The key to successful implementation lies in regular reviews of this plan and the development of a more detailed roadmap for the future.

ACTION ITEMS

1. Approval of a budget adjustment for Capital Projects that were approved for the Fiscal Year 2026 in a total amount of $399,488 to the Landfill and $1,069,358 to Collections, totaling $1,468,846. Presented by Debbi Reyer.

Capital Projects were approved in the budgeting process for Fiscal Year 2026, but no money was allocated to the budget lines. We are asking for:
From Collections:

- $920,158 for the two (2) new Side-Load trucks
- $149,200 for Roll-Off Containers

From Landfill

- $338,456 for replacing the HVAC system for the Admin Office/Shop, plus other miscellaneous infrastructure improvements
- $61,032 for the rebuild of the John Deere Grader

Total Collections $1,069,358 & Landfill $548,688 for a total of $1,468,846.

Councilor Heldenbrand requested a full financial disclosure. He has no objections to this project, but not enough information was provided. The transparency is lacking, and he cannot support any further non-transparency. This is a large dollar item that can't be approved without Councilors having a finalized FY26 budget.

Councilor Heldenbrand made a motion to table this item. This motion passed unanimously.

2. Consider award recommendation of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award to the following vendors: Builders Tech LLC; Custom Wrought Iron & Welding; Pecos Valley Machine Company, Inc.; RDF Enterprises, Inc.; and W.I. Construction, LLC. Presented by Abraham Chaparro.

The City issued ITB-26-002 for on-call custom welding and fabrication services supporting City-owned equipment, vehicles, and infrastructure. Bids were opened on August 18, 2025. The vendors listed above submitted responsive bids with varying labor

rates (shop, field, and emergency) and material markup percentages. Because service needs vary by project and department, staff recommend a multi-source award. This approach allows departments to request services directly from any awarded vendor based on availability, specific technical needs, and project timing.

After a brief discussion, Councilor Halvorson made a motion for the recommendation of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award to the following vendors: Builders Tech LLC; Customer Wrought Iron & Welding; Pecos Valley Machine Company, Inc.; RDF Enterprises, Inc.; and W.I. Construction, LLC to the consent agenda. Councilor Cavin was the second, and the motion passed 5-0.

3. Consider PO requisition for FY 26 Micro-Surfacing Pavement Maintenance operations. PO of up to $712,746.68 to IPR Inc., utilizing Eddy County Agreement A-24-52-R1 RFP 24-02 Emulsified Sealing Services. Presented by James MacCornack.

Street's budget includes $2,300,000 for pavement maintenance activities. It is proposed to utilize up to $712,746.68 to perform Micro Surfacing after Hot Recycle activities on various City Streets. The streets were selected based on visual review and addressed some areas that were damaged by flooding in October 2024.

James MacCornack gave an overview of the general process and intent.

Councilor Heldenbrand made a motion for the recommendation of the PO requisition for FY 26 Micro-Surfacing Pavement Maintenance operations. PO of up to $712,746.68 to IPR Inc., utilizing Eddy County Agreement A-24-52-R1 RFP 24-02 Emulsified Sealing Services to be placed on the consent agenda. Councilor Halvorson was the second, and the motion passed 5-0.

4. Consider approval of a budget adjustment and purchase order in the amount of $60,345 for conservation of stone and metal collection items by The Conservation Center. Presented by Caroline Brooks

The Conservation Center (TCC) specializes in large-scale disaster recovery for collections. TCC aided the museum with the evacuation of the collection following the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multi-phase conservation process is expected to take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal is for metal and stone items only, for which there is a gap between value and treatment cost, and the staff are recommending TCC move forward based on the value of the objects to the collection and the ability to cover the gap through donations.

Items not included in this proposal are a) stone and metal items that have values above the treatment costs and the insurance is directly paying for the conservation; b) items that are not yet appraised; and c) items for which there is a large gap between the conservation fee and value and the items will be tabled until funding is available or

conservation will be pursued through alternative means. A payout from the insurance claim will be made to this final group to contribute toward the funding of those items selected to move forward.

A sole source application has been filed with the State of New Mexico in accordance with procurement requirements for the use of a sole source vendor. The Conservation Center is the only vendor identified with the capacity to handle the volume of items in need of conservation.

Councilor Johnson made a motion for the recommendation for the approval of a budget adjustment and purchase order in the amount of $60,345 for the conservation of stone and metal collection items by The Conservation Center to be placed on the consent agenda. Councilor Halvorson was the second, and the motion passed 5-0.

5. Consider PO requisition for FY26 Hot Recycle Pavement Maintenance operations. PO of up to $1,200,000 to Dustrol Inc., utilizing statewide price agreement 40-80500-23-17059. Presented by James MacCornack.

The Streets budget includes $2,300,000 for pavement maintenance activities. It is proposed to utilize up to $1,200,000 to perform hot recycling activities on various City Streets. The streets were selected based on visual review and addressed some areas that were damaged by flooding in October 2024.

Councilor Heldenbrand made a motion for the recommendation requisition for FY26 Hot Recycle Pavement Maintenance operations. PO of up to $1,200,000 to Dustrol Inc., utilizing statewide price agreement 40-80500-23-17059 to be placed on the consent agenda. Councilor Cavin was the second, and the motion passed 5-0.

6. Requesting ratification of PO #22600725 to Holloway Construction in the amount of $75,690.12 for the construction of the monument entry sign to the National Champion Air Races. Presented by Mac Rogers.

This request is for ratification of PO #22600725 to Holloway Construction for the monument entry sign for the National Champion Air Races. Construction of the sign was procured through TIPS contract # 241001, and the purchase was funded through the State Tourism Grant. The main entry to the Air Races is located next to the Fuel Farm, outside the AOA, and the large structure will clearly designate entry to the event for patrons. We currently anticipate completion before the Air Races.

Councilor Heldenbrand stated that ratification of POs needs to stop and that they are not transparent to the citizens of this community. He would also like to see a total accounting of everything, the grant money that we received for the air races, and a line-item expenditure list of everything that was spent.

Councilor Cavin made a motion for the recommendation for the ratification of PO #22600725 to Holloway Construction in the amount of $75,690.12 for the construction of

the monument entry sign to the National Champion Air Races to be placed on the consent agenda. Councilor Johnson made the second, and the motion passed 4-1 with Councilor Heldenbrand voting against the motion.

7. Consider PO requisition for FY26 Nova Chip Pavement Maintenance operations. PO of up to $266,221.82 to Brasier Asphalt Inc., utilizing statewide price agreement 30-80500-23-17019. Presented by James MacCornack.

The Streets budget includes $2,300,000 for pavement maintenance activities. It is proposed to utilize up to $266,221.82 to perform Nova Chip activity on E. Brasher St. from US 285 to S. Main St. The street was selected based on visual review and to address some areas that were damaged by flooding in October 2024

Councilor Heldenbrand made a motion for the approval of the PO requisition for FY26 Nova Chip Pavement Maintenance operations. PO of up to $266,221.82 to Brasier Asphalt Inc., utilizing statewide price agreement 30-80500-23-17019, to be placed in the consent agenda. Councilor Halvorson was the second, and the motion passed 5-0.

8. Discussion and recommendation of approval of a Lease Agreement with P.T. Productions, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N Kentucky, Roswell, NM 88203. Presented by Todd Verciglio.

This request is to consider recommending approval for the City of Roswell to enter into a Lease Agreement with P.T. Productions Inc. The office space is needed to house the six departments that make up Community Development. This item was approved in the Legal Committee Meeting with a 5-0 vote.

Minimum rent due $7,670 per month. Monthly rental amounts are calculated at $11 per square foot, and with 8,368 square feet, resulting in a total of $92,048 per year.

Councilor Cavin asked what the City was currently paying for rent. Todd responded that the City has been paying $151,873 on the current lease, for a combined savings of $72,400.

Councilor Halvorson made a motion for the recommendation of approval of a Lease Agreement with P.T. Productions, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N Kentucky, Roswell, NM 88203 to be placed on the consent agenda. Councilor Cavin was the second, and the motion passed 5-0.

9. Consider recommending authorization to issue a PO to Priority Dispatch in the amount of $64,420.00 to cover all maintenance, license renewals, services, and support for the structured call-taking protocols used by dispatch for FY26. Presented by Alison Herring

Dispatch provides initial certification, continuing education, and re-certification for the emergency dispatchers of PVRCC. They also offer the call-taking software, licenses,

and maintenance for 911 services. Previously, each discipline (Fire, Law Enforcement, and Medical) and service was billed separately. By combining the services into one invoice, it will lower the amount of overall services by a percentage.

Councilor Cavin made a motion for the recommendation for the authorization to issue a PO to Priority Dispatch in the amount of $64,420.00 to cover all maintenance, license renewals, services, and support for the structured call-taking protocols used by dispatch for FY26 to be placed on the consent agenda. Councilor Heldenbrand was the second, and the motion passed 5-0.

10. Consider the recommendation of the Eastern New Mexico State Fair Lodgers' Tax Funding Request to the City Council for $20,000 for Sponsorship. Presented by Sarah Mark.

The Eastern New Mexico State Fair requested Lodgers' Tax funding for their event scheduled September 29 – October 4, 2025. City Council approved $20,000 on a reimbursement basis to support marketing, sanitation, and security. In addition, ENMSF requested sponsorship of the event. Following a meeting with City Administration, a draft agreement has been negotiated to provide $20,000 in sponsorship, pending approval by the governing body.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security (with the old policy of 50% reimbursement)

- FY2023- Awarded $75,228.63- Expended $24,249.93
- FY2024- Awarded $44,500- Expended $38,908.11
- FY2025- Awarded $47,020- Expended $35,213.10

Toni did look up the budget for the Lodger's Tax fund. The budgeted amount is $1,025,000, with $328,000 expended. There are encumbered POs for $330,000 so far. There is also the visitor's center in this fund. The visitor's center has an approved budget of $379,037 and has expended $64,000 to date within the approved budget. Councilor Heldenbrand reminded everyone that the Zoo is also funded through the Lodger's Tax Fund.

Councilor Halvorson made a motion for the recommendation of the Eastern New Mexico State Fair Lodgers' Tax Funding Request to the City Council for $20,000 for Sponsorship to be placed on the consent agenda. Councilor Cavin was the second, and the motion passed 5-0.

11. Approval to enter into a contract with OpenGov for Budgeting and Grants Management Software. This procurement will be through the Sourcewell contract 060624. Presented by Toni Gomez

The City of Roswell currently utilizes ClearGov for budgeting functions. Staff recommends transitioning to OpenGov, a comprehensive budgeting and grants management software. OpenGov offers enhanced transparency, daily updates with

actuals, and robust reporting features that better align with the City's commitment to financial accountability and accessibility. The transition from ClearGov to OpenGov will improve efficiency in budget development, monitoring, and grant administration while providing clearer information to elected officials, staff, and the public.

Councilor Halvorson made a motion to approve entering into a contract with OpenGov for Budgeting and Grants Management Software. This procurement will be through the Sourcewell contract 060624 to be placed on the consent agenda. Councilor Halvorson was the second, and the motion passed 5-0.

12. Consider recommending adoption of Resolution 25-XX approving budget adjustment for the fiscal year ending June 30, 2026. Presented by Toni Gomez.

The New Mexico Department of Finance Administration (DFA) requires approval of a budget adjustment when increasing revenues and/or expenses in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various departments.

Councilor Heldenbrand made a motion to amend Resolution 25-XX approving budget adjustment for the fiscal year ending June 30, 2026. Councilor Halvorson was the second, and the amendment passed 5-0.

All revenue line items will remain in the budget adjustment and are as follows.

Fund	**Department**	**Description**	**Proposed Adj**
General	Police	Real Time Crime Center Grant	$1,485,000.00
General	Fire	Station 1 Expansion Grant	1,188,000.00
General	EM	SHSGP Grant	51,407.97
General	Dispatch	NM DFA Grant 24-I2882	149,075.76
Museum	Museum	Conservation Center	60,345.00
Streets	Streets	NMDOT TPF Funds	1,520,000.00
Lodger's Tax	Lodger's Tax	NMTD Grant	36,085.92
Safety	Donations	Safety Donations	1,500.00
Zoo	Donations	Zoo Donations	57,049.43
FEMA	FEMA	Synergy Disaster Solutions	366,391.60
		Total Revenue	$4,914,855.68

The following expense line items will remain in the budget adjustment.

Fund	**Department**	**Description**	**Proposed Adj**
General	Police	Real Time Crime Center Grant	$1,485,000.00
General	Fire	Station 1 Expansion Grant	1,188,000.00
General	EM	SHSGP Grant	51,407.97
General	Dispatch	NM DFA Grant 24-I2882	149,075.76
Museum	Museum	Conservation Center	60,345.00
Streets	Streets	NMDOT TPF Funds	1,520,000.00

DRAFT

Lodger's Tax	Lodger's Tax	NMTD Grant	36,085.92
Safety	Donations	Safety Donations	1,500.00
Zoo	Donations	Zoo Donations	57,049.43
FEMA	FEMA	Synergy Disaster Solutions	366,391.60
General	IT	Backup Infrastructure	85,000.00
General	IT	Firewall	85,000.00
General	Fire	Pierce Aerial Ladder Truck	2,204,755.00
Rec	Recreation	Noon Optimist Park Lighting	(640,000.00)
		Total Expenditures	$6,649,610.68

The following expenditures were removed as part of the amendment to the budget adjustment.

Fund	**Department**	**Description**	**Proposed Adj**
Streets	Streets	Collectors & Residential Mill & Fill	$1,500,000.00
Streets	Streets	Motor Grader	374,401.82
Streets	Streets	Patch Spray Injection Machine	173,163.90
Streets	Streets	Arrow Board	5,848.50
Streets	Streets	Snow Plow For Dump Truck	27,169.00
Solid Waste	Collections	Side Load Truck	471,362.00
Solid Waste	Collections	Roll-Off Containers	149,200.00
Landfill	Landfill	Replace HVAC & Misc Infrastructure	338,456.00
Landfill	Landfill	Rebuild John Deer Grader	61,032.00
Water	WSOS	Well 4 VFD	133,642.62
Water	WSOS	Well 5 VFD	670,970.00
Water	WSOS	Electronic Chlorine Scale	88,410.00
Water	WMT	(2) Dump Trucks	300,000.00
Water	WMT	New Truck	65,330.00
Water	WMT	Waterline Replacement	189,810.00
Water	WMT	Hydra Stop	169,000.00
Wastewater	WTP	Replace Vehicle Unit 351	42,898.00
Wastewater	WTP	Kawasaki Mule UTV	25,000.00
Wastewater	WTP	Replace Isolation Gates	1,949,793.00
Wastewater	WTP	Generator	459,833.00
Wastewater	WTP	DeWatering Project	150,134.21
Wastewater	WTP	Vactor	578,313.00
		Total Expenditures Removed	7,923,767.05

Councilor Heldenbrand made a motion for the recommendation of adoption of Resolution 25-XX as amended, approving budget adjustment for the fiscal year ending June 30, 2026. Councilor Halvorson was the second, and the motion passed 5-0.

APPROVAL OF MINUTES

13. Consider approval of the August 7, 2025, Regular Finance Committee Meeting Minutes. Presented by Tammi Smith.

DRAFT

Councilor Halvorson made a motion for the approval of the August 7, 2025, Regular Finance Committee Meeting Minutes. Councilor Cavin was the second, and the motion passed 5-0.

NON-ACTION ITEMS

14. Golf
Report submitted as it stands, no questions.

15. Visitor Center
Report submitted as it stands, no questions.

16. Lodgers Tax Report
A corrected report was provided at the meeting.

17. Public Affairs
Report submitted as it stands, no questions.

18. Museum
Report submitted as it stands, no questions.

19. Roswell Public Library
Report submitted as it stands, no questions.

20. Cannabis Excise Tax and Gross Receipts Tax
Councilor Heldenbrand questioned the low number received in GRT and noted that it was the lowest number the city had received since fiscal year 2023. There is no way to reconcile back to the state's numbers. The GRT for Chaves County was pulled up, and their GRT increased for the month, questioning the correctness of the State's calculations to the city.

PUBLIC PARTICIPATION

ADJOURN

The meeting adjourned at 5:12 PM.

DRAFT

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 12.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Golf August Report

Attachments

Golf August Report

ROSWELL

GOLF – August, 2025

Highlights:

- **Summer is officially over!! However, August didn't disappoint and we were busy as ever!! Spring River hosted three tournaments, one being a Major two-day Event. The ARM foundation, an amazing organization is doing amazing things for this community and put on a Top-Notch Golf tournament for two days!! Food, Drinks, perfect weather, and lots of Golf, it doesn't get any better.**
- **We kept pace with summer rounds, did about 2,900 rounds of golf!! With the days getting shorter and shorter, it's just amazing the number of rounds we continue to do. What a credit to the staff in place here and the Golf Course.**
- **We were able to knock it out of the park in the month of August, profiting over $132,000 for the Month. We make most of our profit on Green Fee's and Carts, approximately $69,000.00 this month. However, we have a fully stocked Pro Shop and provide our members with the latest and greatest golf equipment at a fair price, along with an ice-cold beverage while they decide what to buy!! We were able to sell over $25,000.00 in hard goods, soft goods, snacks and beverages in the Month of August.**



Specific & Routine Maintenance:

- Cut cups 2x a week.
- Dumped trash as needed.
- Mowed greens twice a week.

Category	Qty	Subtotal	Cost	Profit
Alcohol / Beer	3,185	$13,330.72	$4,330.90	$8,999.48
Alcohol / Liquor	1,642	$7,739.76	$2,359.26	$5,380.69
Food and Beverage / Drinks	2,586	$4,858.68	$1,591.43	$3,267.24
Food and Beverage / Snacks	1,206	$2,521.92	$976.92	$1,544.95
Golf / Green Fees	2,838	$26,094.99	$0.00	$26,094.99
Golf / Memberships	12	$3,042.87	$0.00	$3,262.87
Golf / Services (GHIN & Club Storage)	3	$30.00	$30.00	$70.00
Golf Carts	2,682	$42,800.76	$0.00	$42,954.76
Merchandise / Accessories	145	$5,100.008	$3,605.50	$1,494.35
Merchandise / Apparel	2	$89.52	$80.00	$9.52
Merchandise / Clubs	11	$3,646.68	$3,193.41	$1,182.28
Merchandise / Footwear		$0.00	$0.00	$0.00
Merchandise / Gloves	81	$1,633.49	$954.95	$678.61
Merchandise / Golf Bags	6	$2,023.79	$1,462.86	$560.93
Merchandise / Golf Balls	510	$6,017.36	$3,859.00	$2,158.50
Merchandise / Headwear	14	$452.35	$274.15	$178.17
Range Balls	741	$4,057.06	$0.00	$4,057.06
Rental Club Fees	31	$499.11	$0.00	$499.11
Tournament Credit Book	36	$0.00	$0.00	$18,247.00
Tournament Fees	307		$0.00	$12,280.00
Total August Profit	16,038	$123,939.14	$22,718.38	$132,920.51
TOTAL GROSS REVENUE	$161,836.00			







nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf c

ROSWELL

Pro Shop Revenue Fiscal Year 2026

July 1, 2025 - June 30, 2026						
Month	Qty	Subtotal	Subtotal w/o Tax	Cost	Profit	Gross Revenue
Jul-26	16480	$119,486.77	$113,512.06	$19,981.65	$129,166.43	$155,122.48
Aug-26	16038	$123,939.14	$117,742.28	$22,718.38	$132,920.51	$161,836.00
Sep-26		$30,788.02	$29,248.79	$4,515.53	$29,600.65	$35,655.25
Oct-26						
Nov-26						
Dec-26						
Jan-26						
Feb-26						
Mar-26						
Apr-26						
May-26						
Jun-26						
Fiscal Year		$274,213.93	$260,503.13	$47,215.56	$291,687.59	$352,613.73

Submitted by: Tim VanderBout, Golf Course Manager
Approved by: Jim Burress, Special Services Director

ROSWELL











ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 13.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Visitor Center

Attachments

August 2025 Visitor Center Monthly

ROSWELL
New Mexico

Public Affairs

Monthly Visitor Center Report
August 2025

Visitor Center Retail Store:

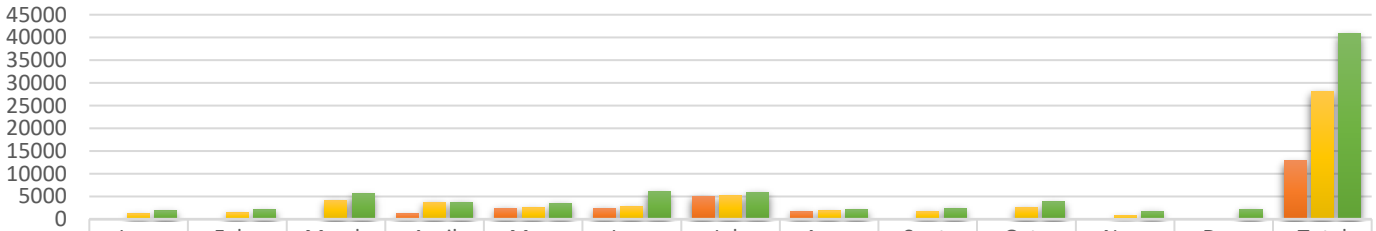
- Welcomed **1707** guest, **515** overnight stays in Roswell or **30%** and **88** Roswell locals.
- **August** sales total **$5,712.**
- **Top 5 items sold:** Believe Tee, Alien Glasses, Seeing Is Believing Tee, City of Roswell Tank, We Come in Peace Tee.

August Visitation Report

	August Comparison			YTD Comparison		
	2023	2024	2025	2023	2024	2025
Roswell Only	82	136	88	1182	1221	876
New Mexico Visitors	121	102	100	2293	1673	1197
(Not including Roswell Area)						
US Visitors	1714	1463	1340	25480	18392	10079
(Not including New Mexico)						
International Visitors	156	180	179	1705	1665	745
Unknown	2	0	0	2	0	0
Totals Visitors	2073	1881	1707	30660	22951	12897

Numbers reflected above are by calendar year
Now closed on Sundays & Mondays

Visitor Comparison By Calendar Year 2025



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2025	0	0	0	1263	2421	2414	5092	1707					12897
2024	1244	1447	4159	3769	2531	2776	5144	1881	1718	2596	834	0	28099
2023	1862	2081	5566	3674	3455	6053	5896	2073	2326	3851	1726	2200	40763

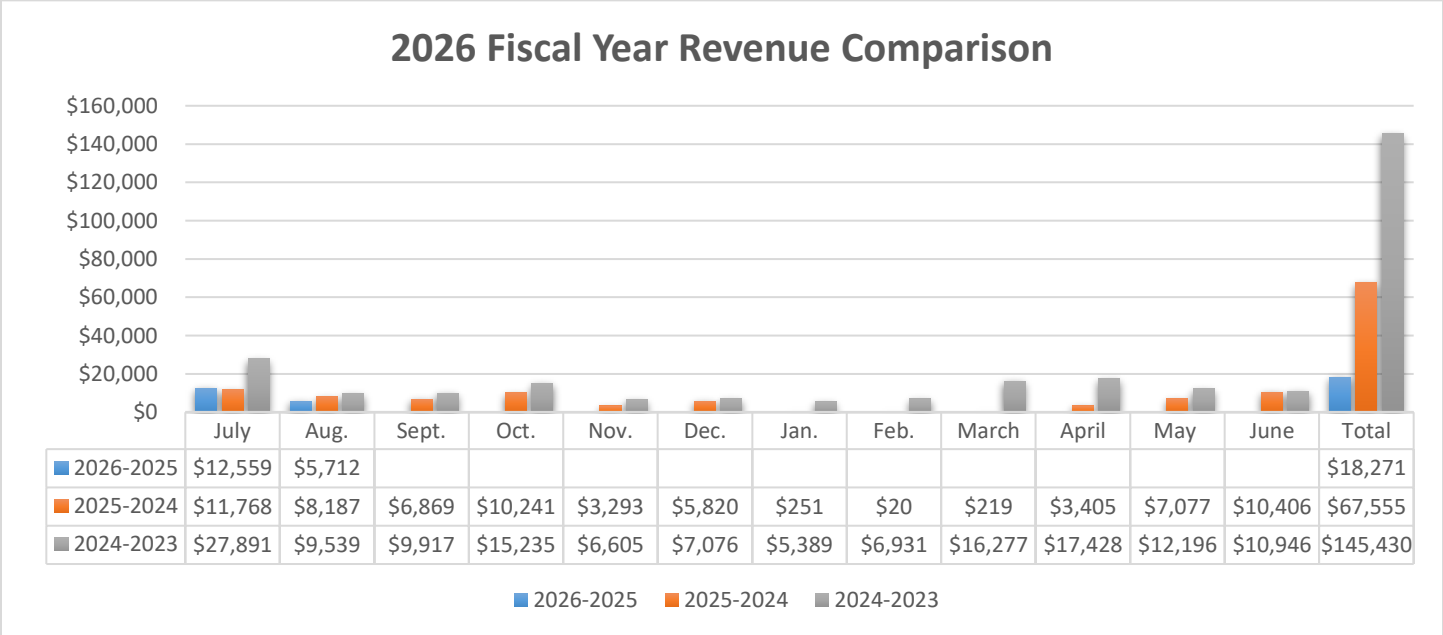
PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6700

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seeroswell.com

Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Worked on staff training to help with advancements. Staff has started on new CBT that is required yearly.
- AirGas Safety Equipment Meeting (Amanda)
- Finance Committee @ 2pm (Amanda)
- Fall Bash Meeting @ 10AM (Amanda)
- Safety Committee Meeting @ 9am (Amanda)
- Equipment Road'eo Meeting @ 1pm (Amanda)
- Parks Meeting w/Rudy @ 8:30am Food Handlers Training (Amanda)
- UFO Event Planning Museum @ 1pm (Amanda)
- Airport restock – (Dorothy & Amanda)
- Airport new posters (Jasmine & Amanda)
- Delivered maps to downtown stores (Jasmine)
- Welcomed new Disc Golf store downtown and talked about adding them to VisitWidget (Dorothy & Amanda)
- Visited Toy Museum to discuss maps and VisitWidget (Dorothy & Amanda)
- Went to talk to the owners of the new Ice Cream shop but was closed. (Dorothy & Amanda)
- 2 Info packets sent out (VC Staff)
- 89 welcome promotion bags sent out (VC Staff)



	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
2026-2025	$12,559	$5,712											$18,271
2025-2024	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$251	$20	$219	$3,405	$7,077	$10,406	$67,555
2024-2023	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$145,430

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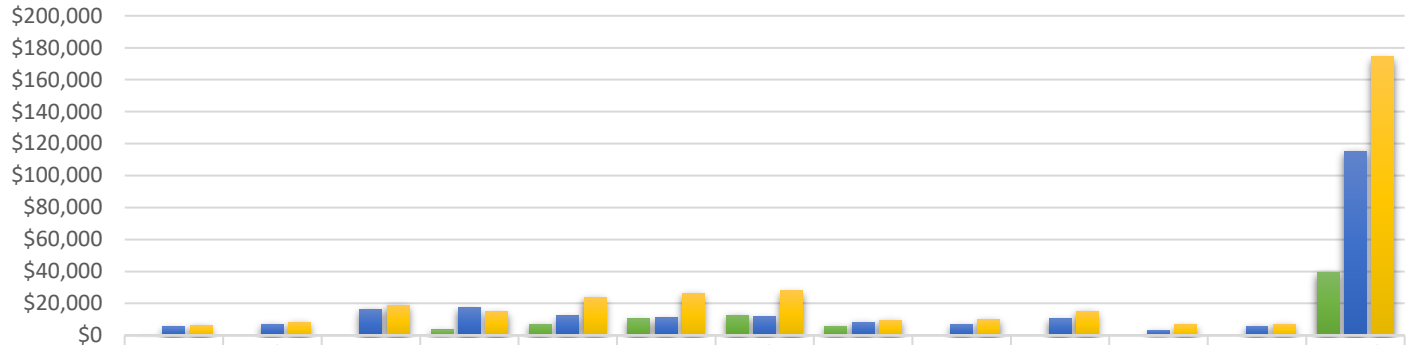
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ROSWELL
New Mexico

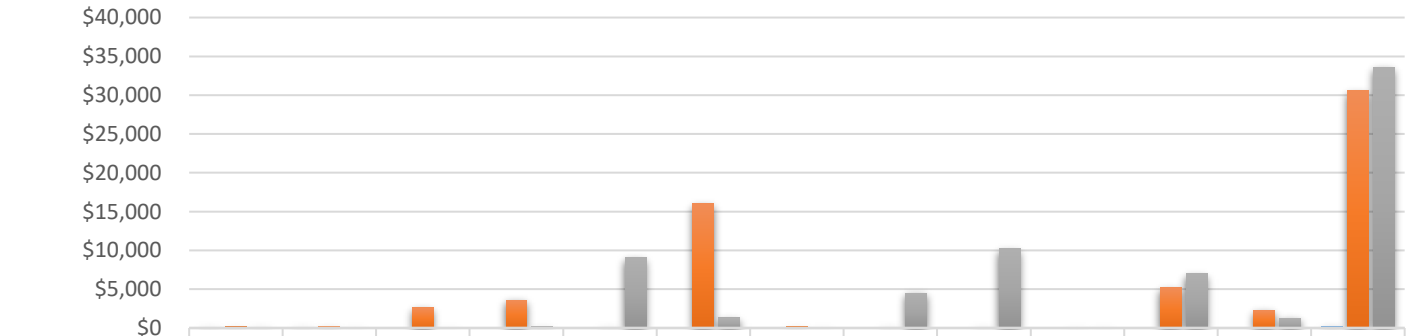
Public Affairs

Calendar Year 2025 Revenue Comparison



	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2025	$251	$20	$219	$3,405	$7,077	$10,406	$12,559	$5,712					$39,649.
2024	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$115,345
2023	$6,261	$8,111	$18,725	$14,836	$23,751	$26,428	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$174,373

Fiscal Year 2025 Merchandise Expenses



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
2026 - 2025	$127	$93											$220
2024 - 2025	$131	$205	$2,622	$3,594	$128	$16,005	$149	$118	$111	$44	$5,190	$2,280	$30,576
2023 - 2024	$92	$0	$0	$192	$9,041	$1,293	$0	$4,508	$10,183	$0	$7,005	$1,282	$33,596

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Lodger's Tax **14.**

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Lodgers Tax

Attachments

Lodgers Tax

Lodgers' Tax

October 2, 2025
(Corn/Jones)

Lodgers' Tax Update July 2025 Activity Collected in June 2025

- All hotels reported on time.
- STR data shows we were at 64.7% occupancy. Down 9%
- ADR percent change this month is up 2.6% from last year.

Lodgers' Tax Report 5%

ROSWELL
Finance

CITY OF ROSWELL

5% LODGERS' TAX COLLECTION REPORT

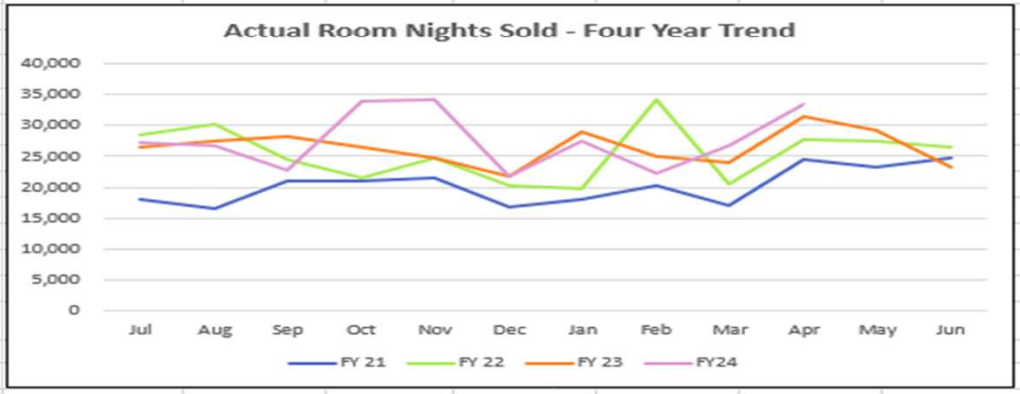
COLLECTED IN AUGUST 2025 FOR THE MONTH OF JULY 2025 ACTIVITY

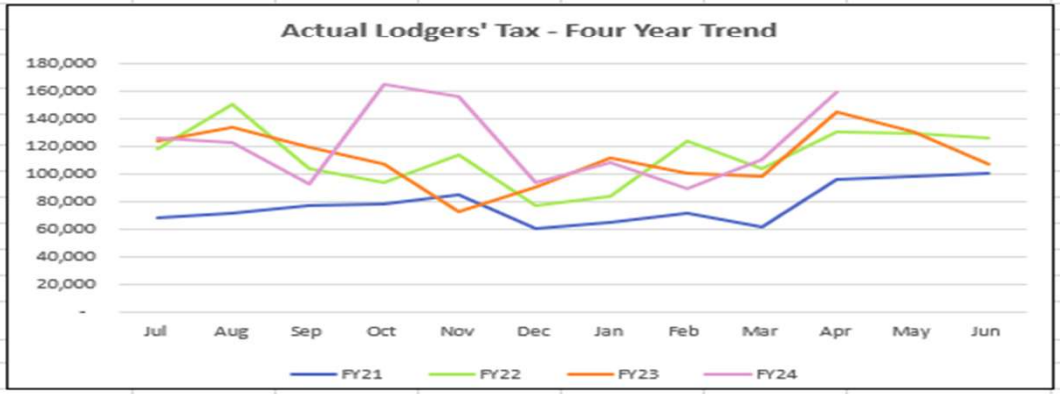
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY 23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574											54,995
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	123,675	133,648	120,051	107,406	73,116	91,015	111,293	100,743	98,450	145,415	130,573	107,096	$ 1,342,481
FY24	126,306	123,243	92,711	164,942	156,080	94,157	108,666	89,983	110,577	159,226	115,351	126,741	$ 1,467,982
FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871	105,116	149,261	117,774	124,547	$ 1,552,612
FY26	126,367	148,321											$ 274,688





Lodgers' Tax Reports – Convention Center Bed Fee $2.50 days 1-15

ROSWELL
Finance

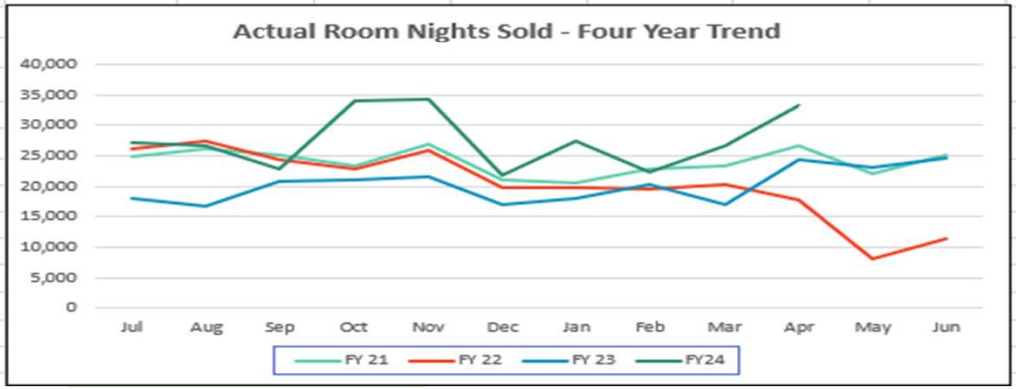
CITY OF ROSWELL
$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in August 2025 for July 2025 Activity

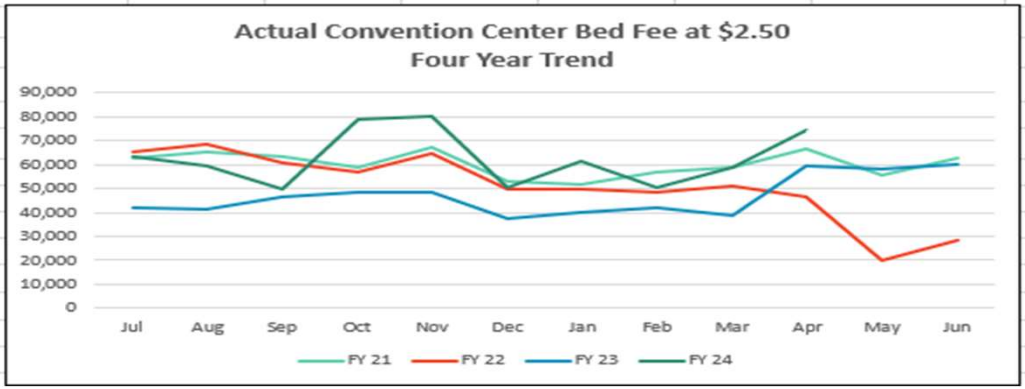
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574											54,995
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	62,518	65,830	67,088	61,810	44,848	51,480	68,305	57,842	53,238	75,480	63,965	54,313	$ 726,714
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550	50,762	63,197	56,455	58,595	$ 740,420
FY26	59,642	63,445											$ 123,087





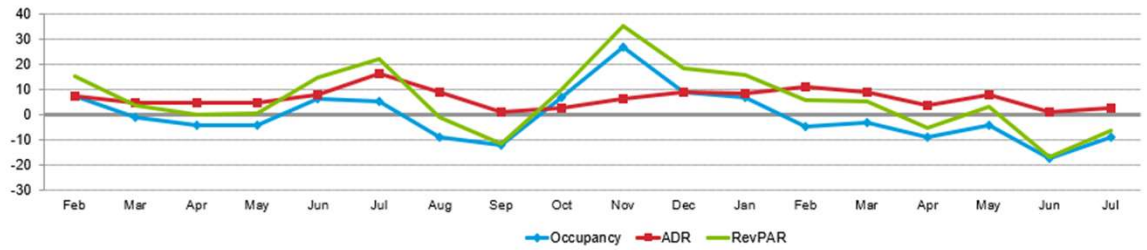
Tab 2 - Trend City of Roswell, NM+: City of Roswell NM

City of Roswell NM

For the Month of July 2025

Currency: USD - US Doll

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
This Year	65.8	75.3	66.0	62.4	75.8	71.2	58.6	58.9	75.6	70.5	56.2	54.6	62.7	72.8	60.2	59.8	62.5	64.7
Last Year	61.3	76.2	69.0	65.1	71.3	67.6	64.5	67.2	70.7	55.5	51.7	51.0	65.8	75.3	66.0	62.4	75.8	71.2
Percent Change	7.4	-1.1	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-9.0

Occupancy (%)	Year To Date			Running 12 Months		
	2023	2024	2025	2023	2024	2025
This Year	65.9	66.8	62.5	63.1	64.7	63.1
Last Year	62.6	65.9	66.8	63.2	63.1	64.7
Percent Change	5.3	1.3	-6.4	-0.1	2.6	-2.5

ADR	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
This Year	94.42	104.40	100.83	101.82	108.12	113.88	100.78	100.93	104.88	99.58	96.86	97.07	104.81	113.91	104.62	109.66	109.13	116.86
Last Year	88.04	99.60	96.32	97.26	99.98	98.08	92.31	99.80	101.95	93.54	88.81	89.54	94.42	104.40	100.83	101.82	108.12	113.88
Percent Change	7.2	4.8	4.7	4.7	8.1	16.1	9.2	1.1	2.9	6.5	9.1	8.4	11.0	9.1	3.8	7.7	0.9	2.6

ADR	Year To Date			Running 12 Months		
	2023	2024	2025	2023	2024	2025
This Year	95.31	102.66	108.47	91.52	99.89	105.22
Last Year	91.38	95.31	102.66	89.10	91.52	99.89
Percent Change	4.3	7.7	5.7	2.7	9.2	5.3

RevPAR	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
This Year	62.17	78.64	66.53	63.52	81.98	81.04	59.05	59.40	79.33	70.24	54.47	52.96	65.70	82.91	62.96	65.62	68.21	75.66
Last Year	53.96	75.86	66.44	63.30	71.33	66.33	59.55	67.07	72.09	51.95	45.88	45.66	62.17	78.64	66.53	63.52	81.98	81.04
Percent Change	15.2	3.7	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.6

RevPAR	Year To Date			Running 12 Months		
	2023	2024	2025	2023	2024	2025
This Year	62.82	68.54	67.77	57.74	64.67	66.40
Last Year	57.18	62.82	68.54	56.28	57.74	64.67
Percent Change	9.9	9.1	-1.1	2.6	12.0	2.7

Supply	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
This Year	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,215
Last Year	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3

Supply	Year To Date			Running 12 Months		
	2023	2024	2025	2023	2024	2025
This Year	267,332	267,332	267,456	460,265	460,265	460,389
Last Year	267,332	267,332	267,332	460,265	460,265	460,265
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0

Demand	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
This Year	23,250	29,447	24,961	24,386	28,684	27,819	22,904	22,265	29,567	26,686	21,984	21,327	22,132	28,454	22,765	23,390	23,646	25,390
Last Year	21,640	29,773	26,097	25,442	26,990	26,437	25,217	25,424	27,641	21,010	20,196	19,934	23,250	29,447	24,961	24,386	28,684	27,819
Percent Change	7.4	-1.1	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-8.7

Demand	Year To Date			Running 12 Months		
	2023	2024	2025	2023	2024	2025
This Year	176,215	178,481	167,104	290,405	297,969	290,510
Last Year	167,292	176,215	178,481	290,694	290,405	297,969
Percent Change	5.3	1.3	-6.4	-0.1	2.6	-2.5

Revenue	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
This Year	2,195,159	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,241,097	2,381,769	2,565,020	2,580,416	2,967,177
Last Year	1,905,196	2,965,525	2,513,561	2,474,405	2,698,400	2,592,856	2,327,861	2,537,303	2,818,121	1,965,300	1,793,528	1,784,804	2,195,159	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035
Percent Change	15.2	3.7	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.3

Revenue	Year To Date			Running 12 Months		
	2023	2024	2025	2023	2024	2025
This Year	16,794,944	18,323,244	18,125,362	26,577,850	29,765,356	30,568,415
Last Year	15,286,998	16,794,944	18,323,244	25,902,027	26,577,850	29,765,356
Percent Change	9.9	9.1	-1.1	2.6	12.0	2.7

Census %	2024											2025						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Census Props	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Census Rooms	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1265

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 15.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Public Affairs

Attachments

PA August 2025 report

Public Affairs Department Report

August 2025

Public Affairs

General Public Affairs

- Received on invoices for the department
- Abstract, information gathering, and PPT for Finance Committee item/department reports
- Held virtual meetings with 3 Advertising for marketing initiatives for the City of Roswell tourism, UFO Festival, and NCAR
- Planning and logistics for Fall Bash
- Preparing for NCAR- PA and VC to have information booth at event
- Lodgers' Tax Event Applications review, negotiations, and communications with event organizers
- Sent FixIt forms to the respective departments
- 1 SET meeting- 3 applications reviewed and approved
- Occupancy Tax Board Meeting- Cancelled
- Keep Roswell Beautiful Board Meeting- Cancelled
- Collected information for Fall Guide 2025- Publish in September 2025
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com

Current Media Outputs

- Current Campaigns include: Recycling, Help Stop Illegal Dumping, SW Truck Awareness, Water Conservation, Animal Ordinance Update, NCAR Teasers, Mulch, Recreation Summer Camp 2025, UFO Festival – Alien Chase, Drone Show, Walk of Fame, Visitor Center
- News flashes on website: 0
- Government website updates: Estimated 24
- Form Updates: 7
- New Forms: 0
- Facebook: 51
- Instagram: 5
- TikToks: 0
- FB Lives: 1
- Rise Vision Updates: 5
- New Digital Billboards & Marquee: 1
- Videos: 1 (National Night Out)

5 Videos year- to-date
(Jan 1 – December 31)

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6709

roswell-nm.gov
seeroswell.com



Graphic Design-

Created an estimated ***79 graphics.*** The month of August, we started off with National Night Out, creating a short video to post online for residents to enjoy.

Later, we focused on preparing some necessary graphics for the National Championship Air Races & Air Show. This included social media and digital graphics for Parking Maps, Road Closures, and daily Air Races & Air Show scheduling to be updated each day of the Races. We also finalized our Fall Guide, a 12-page magazine to be distributed to Roswell Residents (5,000 through Roswell Daily Record's Sunday newspaper,) to inform residents of upcoming events, classes and news regarding the city and city department offerings.

Before NCAR, we also worked closely with the Roswell Museum to implement a new window wrap at the Air Center (seen in the graphic above with guidelines to show how we processed the image to fit exactly along the 50 foot wall) and had Southwest Printers install it right before the Air Races. A 28-minute video was also edited and displayed at the Air Center for residents and tourists to watch, and small signage with information about Robert H. Goddard was placed around the Air Center, too, alongside with his statue for viewing. This is all in preparation for the 100 anniversary of Dr. Goddard's first launch in 1926.

627 Graphics Year-to-Date (Jan 1 – July 31)

Keep Roswell Beautiful news:

- First cleanup of FY2026: Pecos to Pecos Cleanup September 27, 2025 from 8 AM- 10 A.. Meet at Sunken Garden at Cahoon Park to participate.





Contact TJ Conyers for more information
575-315-5183 or t.conyers@roswell-nm.gov

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 16.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Museum Monthly Report

Attachments

Museum Monthly Report

Roswell Museum

SEPTEMBER 2025
MONTHLY REPORT

AUGUST ATTENDANCE

	FY2025	FY2024	FY2023	FY2022
EVENTS/PROGRAMS	50			
OUTREACH	175			
VOLUNTEER VISITS	29			
MUSEUM BUSINESS	-			
AUGUST TOTALS	254	1,773	1,776	1,910
FISCAL YEAR-TO-DATE TOTALS	540	4,393	5,861	5,751

Please note: Tables were updated in February 2025 to reflect the museum's current closure and categories are those that will be in use during the museum rebuild.

AUGUST REVENUES

	FY2025	FY2024	FY2023	FY2022
MEMBERSHIP	290			
STORE	85			
AUGUST TOTALS	375	13,348	14,554	15,913
FISCAL YEAR-TO-DATE TOTALS	475	39,298	43,295	46,771

AUGUST PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Farmer's Market	5	125	Mainstreet Roswell, RMAC Foundation
Second Saturday	1	50	RMAC Foundation and Roswell Public Library
TOTALS	7	175	

MEMBERS

	366 current active memberships	**524** current active members
FOR MONTH	**-** new memberships	**9** renewals
YEAR to DATE	**-** new memberships	**10** renewals

VOLUNTEERS

	147 volunteer hours	**29** volunteer visits
YEAR to DATE	**517** volunteer hours	**79** volunteer visits

6,127 FACEBOOK FOLLOWERS

1,852 INSTAGRAM FOLLOWERS

684 E-NEWSLETTER SUBSCRIBERS

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

The Museum is currently closed due to the flood with collection recovery and rebuilding estimated at 4 years.

- A damage assessment for the Museum facility is currently under review by FEMA. Once the damages are agreed upon, a scope of work for the repairs will be prepared to aid with a determination whether the museum will stay in its current location or move, as well as a project budget.
- Appraisals are underway to determine individual values for approximately 1900 items from the fine art collection.
- Two conservation groups are scheduled for visits in October to examine the items that remain in Roswell for conservation services; in particular silt cleaning and humidity damage will need to be addressed for items that were above the flood line and conservation is needed for the Goddard collection and larger sculpture that were directly in the flood.
- TCC provided condition treatment proposals for stone, metal and priority paintings. The City has approved proceeding on those items whose value is over the cost of treatment costs in these categories, as well as a selection in which conservation costs were above values, and a gap will be covered.

MUSEUM RECOVERY MERCHANDISE

A kitchen towel design by Albuquerque-based illustrator Nicky Ovitt is finalized and printing will begin soon. The project is a part of a recovery line of merchandise that is aimed at building awareness of the museum's flood recovery, while celebrating its history. The project is sponsored by the RMAC Foundation.

RAiR EXHIBITION OPENING

The next artist-in-residence exhibition will open at the Anderson Museum of Contemporary Art on September 19 from 5:30 to 7 pm for Tendai Mupita, a Zimbabwean multidisciplinary artist specializing in painting, video and sculpture.

GODDARD DISPLAY AT AIR CENTER & CENTENNIAL PLANS

A Goddard display, consisting of a bronze statue, video, informational brochures, and a 22' photograph of a Goddard rocket is currently at the Roswell Air Terminal in honor of the Air Races and the Goddard First Launch Centennial. The centennial is in recognition of the rocket pioneer's historic liquid propellant flight which took place on March 16, 1926. 2026 programming plans are also underway for the centennial in partnership with a steering committee based in Worcester, Massachusetts, where Goddard was born and undertook the historic flight before moving to Roswell in 1930.

MUSEUM POP-UPS

The Roswell Museum participated in the 2025 National Championship Air Races from September 10-14 in the STEM Discovery Zone and has been presenting an outreach booth at the Mainstreet Roswell Farmers Market on Saturdays. The remaining Farmers Market participation may be intermittent in September due to time constraints.

COMMUNITY TALKS AND BIRTHDAY

Roswell Museum staff will be presenting an informational presentation at the Roswell Public Library about the impact of the flood and current recovery efforts on Monday, October 6 at 5:30 pm followed by a small reception in honor of the Museum's 88th birthday.

Museum Director Caroline Brooks spoke to Altrusa about the recovery on September 10 at their monthly meeting. To schedule a presentation for a community group, please contact the museum at 575-624-6744.

SECOND SATURDAYS

The Museum continues to present free Second Saturday Community Art Days at the Roswell Public Library from 10 am to 1 pm on the second Saturday of each month. October's theme is collaging nature's creepy creatures for the fall season.

MUSEUM DAY ROSWELL

Museum Day Roswell will take place on Saturday, November 1 from 10 am to 5 pm. Each venue will offer free admission and a passport activity and prize drawings will encourage visitation to all sites. The Roswell Museum will be hosted at the Anderson Museum of Contemporary Art this year due to the flood. Pioneer Bank is generously helping to sponsor the event.

HISTORY CONFERENCE PRESENTATION

Museum Director Caroline Brooks will be presenting at the 2025 New Mexico-Arizona History Conference in Las Cruces on the topic of "Roswell Museum Flood Recovery Status and Reflection One Year Post-Disaster" on September 27.

NMAM CONFERENCE

The Museum will be hosting the New Mexico Association of Museums annual conference on November 5-7 with a theme of "Resilience and Recovery - Museums in a Changing Climate." The New Mexico Association of Museums provides statewide support to New Mexico's museums, museum professionals, and associated groups through professional development, advocacy, communication, and collaboration.

GRANTS

Curator of Collections and Exhibitions Aaron Wilder submitted a Bank of America Conservation Grant proposal in the amount of $215,000 to aid with collection recovery efforts.

Brooks resubmitted a National Endowment for the Humanities (NEH) Public Humanities grant for $75,000 toward interpretive planning for a new Goddard exhibition, which had been previously submitted in January 2024, and was not awarded. The aim of the project would be to convene a team of scholars and consultants to develop an interpretive plan that includes a drafted script, layout, selection of objects and interactives that will engage audiences with humanities-rich content illustrating the intriguing story and legacy of rocket pioneer Dr. Robert H. Goddard and the significance of his time in Roswell, New Mexico. The project, which if awarded would start in late 2026, would aid with fundraising and planning for implementing the future exhibit alongside rebuilding the museum.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 17.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Public Library Monthly Report

Attachments

Roswell Public Library Monthly Report for September 2025

Roswell Public Library
August and September 2025

Accomplishments

Building Improvements Plans

Early Childhood Outside Play and Learn Area: We expect the architectural plans for the Outside Early Childhood Play and Learn area to be completed before December 31, 2025. Studio 27 presented the project at the August meeting of the finance committee. They have also presented the 90% completion plans for review. I reviewed the plans and made some changes. The biggest being to have the flower chalk board limited to the inside fence on the west side of the area. The plans have been sent to the Engineer Department for review and the legal department for review. We are in the process of purchasing the musical interments for the project.

Play and Learn Area: We have a quote for the tile work for the children's area. We are using funds from the Roswell Library Foundation to pay for this improvement. This project is scheduled to be completed in the last two weeks of November.

Circulation Desk: We have a purchase order for tile work at the front of the circulation This work will also be completed the last two weeks of November. We will have the security gate temporarily removed. The library will be closed while the tile work is being done

Dragon: The dragon will be moved to the lobby while the security gate is relocated.

South Wall: The south wall will be painted while we are closed in November.

Service Improvements

Self-Checkout Station: We have a third self-checkout station which is located in the children's area.

AWE Early Learning Computer: We now have two AWE Early Learning Computers in the children's area.

Yearbooks and City Directories: We sent to Advantage Archive another set of Roswell Highschool yearbooks to be scanned and posted on the online database. We will be rehousing the scanned city directories into archival boxes and putting them in onsite cold storage. This will free up shelf space for more of the Roswell collection.

State Documents: Roswell Public Library is one of 19 State Depository Libraries in New Mexico. The collection has been evaluated and cataloged in Dewey Decimal order. We will be relocating the collection to highlight it.

Programs

Summer Reading Program – by Rocio Ortiz, Youth Services Librarian: The theme for the summer reading program was "Color Our World." We used graphics provided to us from the New Mexico State Library through their membership with a multi-state

summer reading program cooperative, CSLP. The summer reading program consists of two separate, but equally important parts. Part one is encouraging reading and use of the library collection during the months of June and July. The second part is to provide educational and entertaining programs to engage learning while school is not in session.

Encouraging Reading: The goal of the Summer Reading Program is to further the reading skills of children, but more importantly, to encourage a lasting love of reading. It is important that children understand reading can be enjoyed for fun, and not just as a homework assignment.

One way the library encourages reading is by providing incentives. This summer we introduced "Galaxy Bucks": children earned play money for the books they read and could use it to purchase prizes. Each child decided whether to spend their Bucks immediately or save for a larger prize, giving them ownership of their reading goals.

In addition, participants received a small color palette tracker to mark their weekly participation. Each week, they earned a different color splotch. For some children, completing their palette became the goal, and they stayed motivated to read throughout the entire summer.

Whether through Galaxy Bucks or the palette tracker, this year's program successfully kept children engaged and actively reading all summer long.

Reading makes learning possible, and learning cannot happen without reading. Any skill requires practice, and the same is true for reading—that is what the Summer Reading Program provides. While children read about *Dog Man*, *Harry Potter*, and dragons, they are expanding their reading comprehension and improving their critical thinking skills. These learning tools are essential for growth and success not only in their academic careers, but they will also be essential parts of their success in adulthood.

Engaging Learning: The second goal of the summer reading program is to provide enriching activities so learning does not stop when school is not in session. During June and July, the children's service area provided 59 programs to the public (2,138 attended). This includes weekly programs for infants and toddlers (Mother Goose), preschool children (Preschool Storytime), and family movie programs. A volunteer came weekly with her therapy dog for a Read to a Dog program. Each week a special program that delighted the community was offered. The programs included: a live raptor show, two art programs, a magic show, performing dogs, puppets, science fun as well as our Makerspace programs. We continued to offer our monthly chess program, teen gaming program, gardening program, and cooking club.

Plans

- Evaluate the history (900) collection.
- Evaluate the DVD collection.
- Shift the audiobook collection south three sections
- Relocate the UFO collection to the first row of shelves south of the circulation desk

- Evaluate the reference collection and move a majority of the collection to the circulating collection.
- Create a New Mexico collection pulling materials from the reference and nonfiction collection.
- Relocate the shelves on the south wall or put them into storage.
- Create a quilt display in the Bondurant Room.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 18.

Finance Committee
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

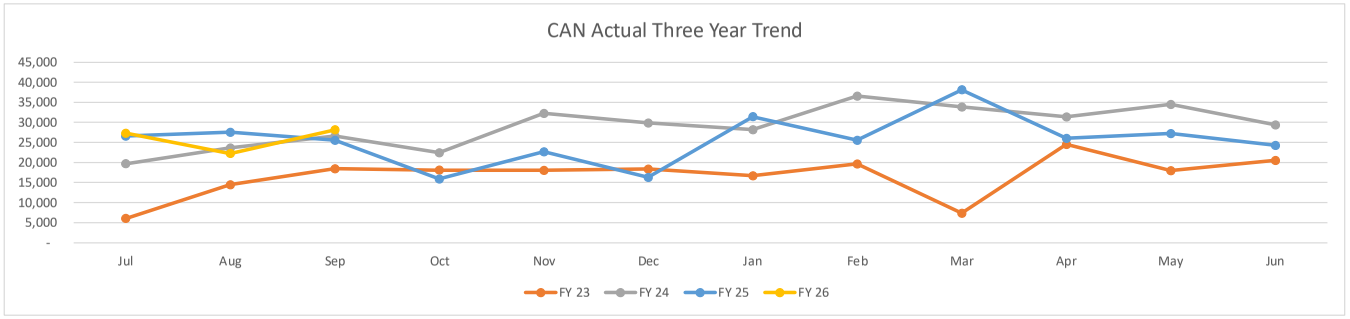
DEPARTMENT NAME:
Cannabis Excise Tax
Gross Receipts Tax

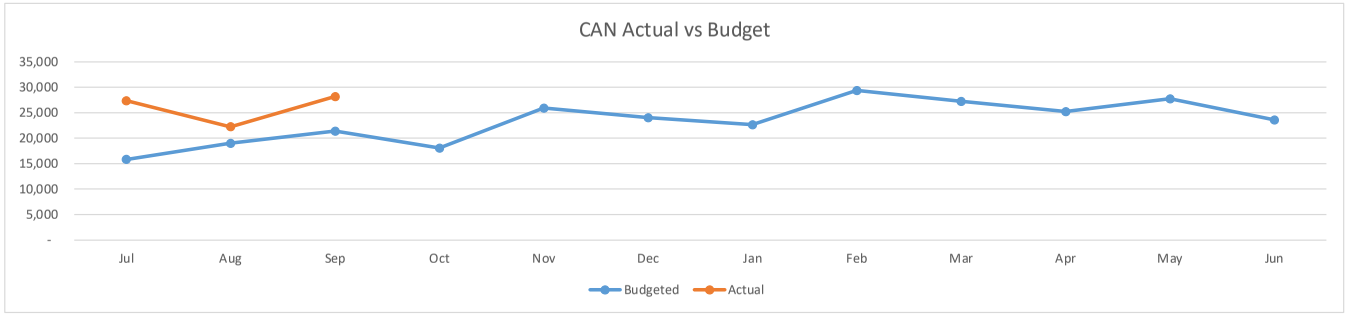
Attachments

Cannabis Excise Tax
Gross Receipts Tax
GRT Allocation

City of Roswell
Cannabis Excise Tax
September 2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 23	6,091	14,494	18,482	18,108	18,096	18,422	16,719	19,631	7,352	24,557	17,949	20,569	200,469		**200,469**
FY 24	19,733	23,688	26,592	22,491	32,293	29,911	28,210	36,580	33,857	31,409	34,507	29,406	348,677	73.9%	**348,677**
FY 25	26,593	27,541	25,544	15,944	22,724	16,310	31,430	25,563	38,136	26,059	27,204	24,268	307,316	-11.9%	**307,316**
FY 26	27,337	22,256	28,178										77,771	-74.7%	**77,771**
26 over 25	**2.8%**	**-19.2%**	**10.3%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-74.7%**		

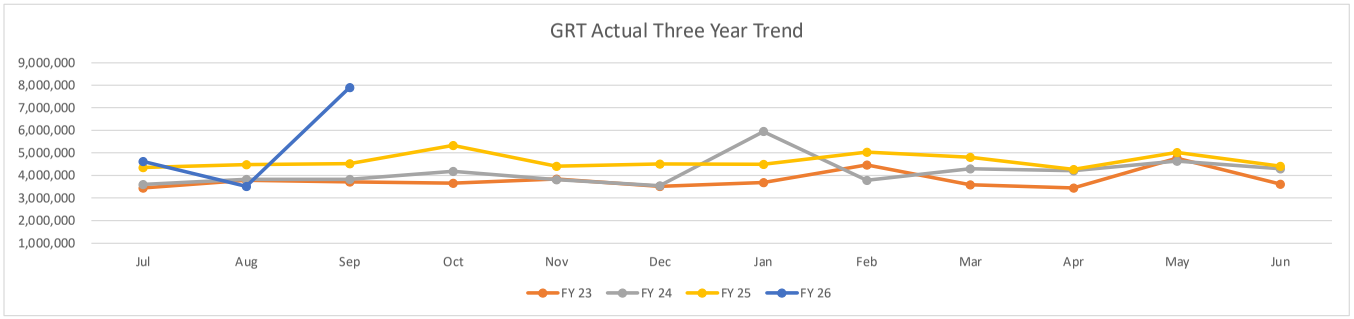


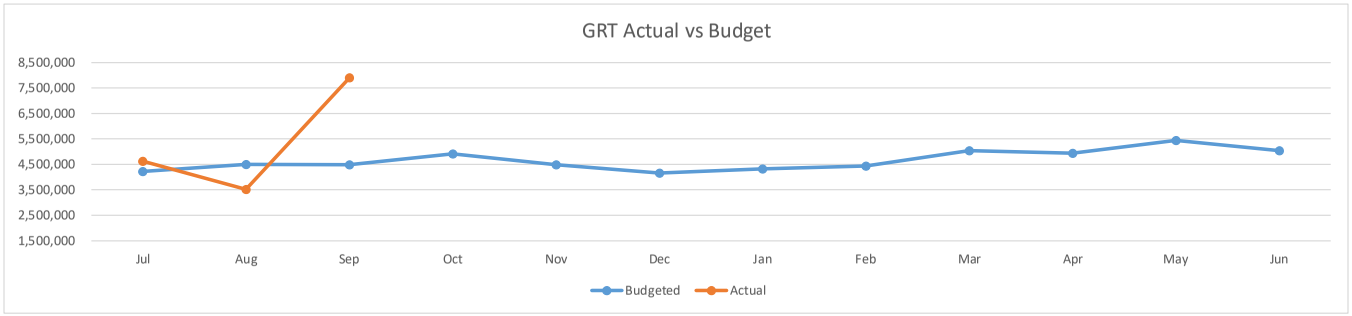


	Budgeted	Actual	Variance
Jul	15,848	27,337	11,489
Aug	19,023	22,256	3,233
Sep	21,362	28,178	6,816
Oct	18,058		(18,058)
Nov	25,926		(25,926)
Dec	24,006		(24,006)
Jan	22,658		(22,658)
Feb	29,370		(29,370)
Mar	27,207		(27,207)
Apr	25,218		(25,218)
May	27,707		(27,707)
Jun	23,617		(23,617)
Total	**280,000**	**77,771**	**(202,229)**
% FYTD			**-72.2%**

City of Roswell
Gross Receipts Tax
September 2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 19	3,131,599	2,939,761	2,717,100	2,851,428	2,747,878	2,708,431	2,781,667	3,114,447	2,690,121	2,700,303	2,973,891	2,763,391	34,120,016		**34,120,016**
FY 20	2,860,221	3,248,842	5,450,435	2,804,337	3,799,352	3,162,914	2,788,688	3,186,544	2,790,481	2,464,194	2,876,027	2,809,756	38,241,792	10.8%	**38,241,792**
FY 21	3,022,870	3,102,729	3,004,044	2,972,865	2,954,877	2,791,196	2,669,024	3,323,947	2,848,487	2,712,994	3,440,838	3,310,495	36,154,366	-5.8%	**36,154,366**
FY 22	2,905,150	3,365,250	3,274,874	5,322,186	3,503,137	3,415,875	3,433,365	3,746,860	3,298,203	3,207,034	3,796,595	3,493,551	42,762,081	15.5%	**42,762,081**
FY 23	3,451,125	3,781,199	3,720,713	3,659,178	3,836,550	3,520,939	3,690,743	4,468,601	3,592,680	3,450,237	4,773,189	3,610,211	45,555,365	6.5%	**45,555,365**
FY 24	3,601,500	3,833,199	3,825,702	4,187,623	3,821,397	3,550,450	5,949,131	3,784,152	4,297,716	4,213,352	4,643,710	4,296,782	50,004,713	9.8%	**50,004,713**
FY 25	4,360,577	4,481,811	4,529,227	5,334,898	4,410,155	4,515,089	4,501,105	5,035,167	4,810,285	4,274,929	5,021,295	4,404,839	55,679,377	11.3%	**55,679,377**
FY 26	4,625,684	3,517,302	7,903,051										16,046,037	-71.2%	**16,046,037**
26 over 25	**6.1%**	**-21.5%**	**74.5%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-71.2%**		





	Budgeted	Actual	Variance
Jul	4,220,150	4,625,684	405,534
Aug	4,493,287	3,517,302	(975,985)
Sep	4,484,504	7,903,051	3,418,547
Oct	4,909,769		(4,909,769)
Nov	4,478,402		(4,478,402)
Dec	4,162,932		(4,162,932)
Jan	4,325,999		(4,325,999)
Feb	4,436,170		(4,436,170)
Mar	5,038,498		(5,038,498)
Apr	4,939,601		(4,939,601)
May	5,444,599		(5,444,599)
Jun	5,037,177		(5,037,177)
Total	**55,971,088**	**16,046,037**	**(39,925,051)**
% FYTD			**-71.33%**

CITY OF ROSWELL

GRT ALLOCATION

FY26

Fund		July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	January Actuals	February Actuals	March Actuals	April Actual	May Actuals	June Actuals	Total Actuals
General Fund	67.1889%	3,130,516.79	2,379,279.67	5,327,317.59	-	-	-	-	-	-	-	-	-	10,837,114.05
Flood	10.4167%	451,757.87	345,001.63	800,115.38	-	-	-	-	-	-	-	-	-	1,596,874.88
Recreation	8.3972%	391,242.58	297,355.58	665,798.96	-	-	-	-	-	-	-	-	-	1,354,397.12
Public Safety	13.9972%	652,166.99	495,665.14	1,109,819.25	-	-	-	-	-	-	-	-	-	2,257,651.38
	100.0000%	**4,625,684.23**	**3,517,302.02**	**7,903,051.18**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**16,046,037.43**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 19.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment for Capital Projects that where approved for the Fiscal Year 2026 in total amount of $399,488 to the Landfill and $1,069,358 to Collections totaling $1,468,846. (Reyer)

BACKGROUND:
Initiated by: Debbie Reyer

Capital Projects were approved in the budgeting process for FY26 but no money was allocated to the budget lines. We are asking for:
From Collections:

- $920,158 for the two (2) new Side-Load trucks
- $149,200 for Roll-Off Containers

From Landfill

- $338,456 for replacing the HVAC system for the Admin Office/Shop plus other miscellaneous infrastructure improvements
- $61,032 for the rebuild of the John Deer Grader

Total of Collections $1,069,358 & Landfill $548,688 for a grand total of $1,468,846.

FINANCIAL CONSIDERATION:
An increase to the following lines

- Capital Outlay Vehicles 52004341-817506: $920,158
- Capital Outlay-Equipment 52004341-817505: $149,200
- Capital Outlay-Infrastructure 52014342-817504: $338,456
- M&R Equipment 52014342-614004: $61,032

for a total of Collections $1,069,358 & Landfill $399,488.

LEGAL REVIEW:
There is no legal review at this time

BOARD AND COMMITTEE ACTION:
Approval of a budget adjustment for Capital Projects for the Fiscal Year 2026 in total amount of $399,488 to the Landfill and $1,069,358 to Collections with a total of $1,468,846.

STAFF RECOMMENDATION:
Approval of a budget adjustment for Capital Projects for the Fiscal Year 2026 in total amount of $399,488 to the Landfill and $1,069,358 to Collections with a total of $1,468,846 to go on the Consent Agenda.

Attachments

FY26 Capital Projects Budget Adjustment
BM Sourcewell Quote Letter 49D5 City of Roswell NM 8.18.25
BM Sourcewell Quote Letter 49D5 City of Roswell NM 8.18.25

Collections Capital Projects			
Item	**Price**	**Account Number**	**Account Description**
Side-Load Trucks (2)	$ 920,158.00	52004341-817506	Capital Outlay-Vehicles
Roll-Off Containers	$ 149,200.00	52004341-817505	Capital Outlay-Equipment
Total:	$ 1,069,358.00		

Landfill Capital Projects			
Item	**Price**	**Account Number**	**Account Description**
Replace HVAC & Miscellaneous Infrastructure	$ 338,456.00	52014342-817504	Captial Outlay-Infrastructure
Rebuild John Deer Grader	$ 61,032.00	52014342-614004	M&R Equipment
Total:	$ 399,488.00		

August 18, 2025

Jason Flores
Purchasing
City of Roswell
3006 West Brasher Rd
Roswell, NM 88203

Dear Jason,

Battle Motors is pleased to quote the following chassis for your consideration: **(1) New/Unused (2026) Battle Motors Raider/LET2-46 Cab & Chassis with a Heil (Rapid Rail 22yd ASL Body)** delivered to your department yard with arrangements made by **Aubrie Basco at Bond Equipment in Dallas, TX** priced as follows:

	One Unit (ea.)
Sub Total	$453,371.00
Tax (0%)	$ 00.00
Total	**$453,371.00**

Per the attached specifications, pricing includes the cost for the chassis, body, accessories, and shipping to **Heil (4301 Gault Ave NE Fort Payne, AL 35967)** once the chassis is complete.

Ensure you reference our **Battle Motors Sourcewell Contract #032824-CRN** on all

orders. Please email me at bboyle@battlemotors.com if you have any questions.

Thank you in advance for your consideration.

Sincerely,

Bill Boyle

Bill Boyle
V.P. Sales – Sourcewell Program Manager

Encl(s)
Ref: CF Quote #49D5

Sourcewell
Awarded Contract
Contract #060920-CRN

August 18, 2025

Jason Flores
Purchasing
City of Roswell
3006 West Brasher Rd
Roswell, NM 88203

Dear Jason,

Battle Motors is pleased to quote the following chassis for your consideration: **(1) New/Unused (2026) Battle Motors Raider/LET2-46 Cab & Chassis with a Heil (Rapid Rail 22yd ASL Body)** delivered to your department yard with arrangements made by **Aubrie Basco at Bond Equipment in Dallas, TX** priced as follows:

	One Unit (ea.)
Sub Total	$453,371.00
Tax (0%)	$ 00.00
Total	**$453,371.00**

Per the attached specifications, pricing includes the cost for the chassis, body, accessories, and shipping to **Heil (4301 Gault Ave NE Fort Payne, AL 35967)** once the chassis is complete.

Ensure you reference our **Battle Motors Sourcewell Contract #032824-CRN** on all

orders. Please email me at bboyle@battlemotors.com if you have any questions.

Thank you in advance for your consideration.

Sincerely,

Bill Boyle

Bill Boyle
V.P. Sales – Sourcewell Program Manager

Encl(s)
Ref: CF Quote #49D5

Sourcewell
Awarded Contract
Contract #060920-CRN

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **20.**
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommendation of the National Championship Air Races Lodgers' Tax Funding Request to City Council in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application:

Following the highly anticipated successful inaugural year in 2025, the National Championship Air Races (NCAR) will return to Roswell, New Mexico, for its 2nd annual event, solidifying Roswell's role as the new home for one of aviation's most prestigious spectacles. Held at the historic Roswell Air Center, the 2026 event is scheduled for September 9--13, continuing to elevate Roswell's profile on the national and international stage. Recognized globally as "The World's Fastest Motorsport," the NCAR combines competitive air racing with world-class aviation entertainment. The National Championship Air Races currently has a Memorandum of Understanding with the City of Roswell for funding of up to $300,000 per year, subject to Occupancy Tax Board and Governing Body approval. Historical Lodgers' Tax Funding Data: Sponsorship FY2025- $300,000

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

$300,000 in sponsorship from Lodgers' Tax Special Event fund.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board recommended (4-1) funding the National Championship Air Races in the amount of $300,000 at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented

Attachments
LT application
Cover Letter

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/2/2025 via email/TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: July 1, 2025

Event Name: National Championship Air Races Event Date: 9/10 - 9/14 2026

Organization: Reno Air Racing Association Event Time:

Event Address: 1 Jerry Smith Cir City/State/ZIP: Roswell, NM 88203

Website: https://airrace.org Phone: 775-972-6663 Email: ggibson@airrace.org

Organizer: Reno Air Racing Association Mobile: 813-507-1799

Second Organizer: N/A Mobile:

EVENT DETAILS

Estimated # Attending: 80,000 Anticipated # of hotel rooms booked: 45,000

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: Pending # of hotel rooms booked: Pending

Description of Event Logistics:

Following the highly anticipated successful inaugural year in 2025, the National Championship Air Races (NCAR) will return to Roswell, New Mexico, for its 2nd annual event, solidifying Roswell's role as the new home for one of aviation's most prestigious spectacles. Held at the historic Roswell Air Center, the 2026 event is scheduled for September 9–13, continuing to elevate Roswell's profile on the national and international stage. Recognized globally as "The World's Fastest Motorsport," the NCAR combines competitive air racing with world-class aviation entertainment.

The 2025 event is expected to draw tens of thousands of visitors to Roswell, setting a high initial benchmark for attendance, economic impact, and community participation. Building on that momentum, the 2026 races are expected to surpass the first year's turnout, attracting even greater numbers of aviation enthusiasts, tourists, and families.

Sponsorship amount requested:	$300,000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The National Championship Air Races (NCAR) regularly attracted a substantial tourist trade in Reno which we expect to continue in Roswell. We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance below). Based on those statistics, Roswell can expect an estimated $1.1 million in Lodgers Tax receipts to the region (based on 56,000 out-of-town visitors staying average of 2.64 room nights per).

Source for detail provided: Special Event Report: 2019 National Championship Air Races Economic Impacts on Wash

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Over the past ten years, the event has attracted more than 1 million spectators to the area and generated more than $800 million for the region's economy.

In 2019, the event had a unique attendance of approximately 82,000 with 65% being non-local visitors. 73.7% of non-local attendees stayed in a hotel. The average total spending per attendee was $2,224.43. The overall estimated economic impact was $91.7 million. (Source: Special Event Report: 2019 National Championship Air Races Economic Impacts on Washoe County, NV and Attendee Statistics, prepared by the University of Nevada, Reno, Economic Development Center and Center for Regional Studies)

In 2023, the event had a unique attendance of approximately 113,236 with 71% being non-local visitors. 72.3% of non-local attendees stayed in a hotel. The average total spending per attendee per day was $951.65. The overall estimated economic impact was $158.6 million. (Source: Special Event Report: 2023 National Championship Air Races

Award dollars previously used: $300,000

Prior year attendance: Expected to exceed 75,000 unique visitors

of overnight room nights booked: Expected to completely sell out all local available room nights Roswell and the sur

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). Based on those statistics, Roswell can expect an estimated $13 million in GRT receipts (based on $2,200 average spending per visitor using Roswell GRT rate of 7.8958%).

Attendance typee & transportation to Roswell:

Average daily spending on food/beverage: 2200

Source for data provide listed above: Special Event Report: 2019 National Championship Air Races Economic Impacts

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). The total unique attendees should be approximately 80,000 of which approximately 56,000 (70%) will be out-of-town attendees.

24000 Local

56000 Outside

70 % of attendance from outside of Roswell

Source for data provided: Special Event Report: 2019

Uniqueness of Event (30 points): What makes this event different from others?

The National Championship Air Races (NCAR) is a one-of-a-kind event with nearly six decades of continuous history. As the world's only multi-class, closed-course pylon racing event, it showcases more than 150 competing aircraft across seven high-performance race classes. Racers go head-to-head around a closed aerial course, often flying just 50 feet off the ground and reaching speeds approaching 500 mph in the fastest categories. The result is an atmosphere pulsing with intensity, precision, and adrenaline—an experience unmatched in motorsports.

Returning to Roswell, New Mexico, for its second year, the 2026 NCAR builds on the excitement and momentum of its successful Roswell debut. What was once a "bucket list" moment in 2025—marking the relocation of this iconic event from Reno—is now poised to become a new tradition for Roswell and southeastern New Mexico. In September, the region will again transform into the epicenter of the air racing world, welcoming hundreds of aircraft, pilots, crew members, and tens of thousands of fans who gather annually to celebrate the sport, the speed, and the community.

While NCAR is a globally unique spectacle, its presence in Roswell represents more than just entertainment. The city's successful bid to host the event—prevailing over more than 30 competing cities, many with larger markets and greater

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 9/14/2026 Reimbursement Request Due Date (90 days from last day of event): 12/14/2026

Roswell Lodgers' Tax Funding Committee
City of Roswell
425 N Richardson Ave
Roswell, NM 88201

1 July 2025

Dear Members of the Lodgers' Tax Grant Committee,

On behalf of the Reno Air Racing Association (RARA), I am pleased to submit this application requesting sponsorship through the City of Roswell's Lodgers' Tax Funding Program. We are seeking $300,000 in support to assist with marketing and promotional efforts for the **2026 National Championship Air Races**, which will mark the **second year of this legendary event in our new home—beautiful Roswell, New Mexico.**

While the inaugural Roswell-based event has not yet taken place, early indicators point to a **runaway success for 2025**. Ticket sales are already robust, and **every available lodging option in the greater Roswell region is expected to be fully booked** for the duration of the 2025 event. Based on this momentum, we are projecting **attendance to exceed 70,000 in 2025**, and we fully anticipate that the 2026 event will draw even larger crowds and greater media attention.

The National Championship Air Races is the **world's only multi-class, closed-course pylon air racing event**, known internationally as *"The World's Fastest Motorsport."* This unique event has captivated aviation and motorsport fans for nearly 60 years and now brings that energy and global attention to Roswell. In addition to thrilling race action, the event offers military and civilian airshows, a wide range of aircraft displays, a vibrant vendor midway, and significant STEM and educational programming—all of which contribute to a weeklong experience that delivers measurable economic and cultural value to the host city.

Funding from the Lodgers' Tax Program in 2026 will enable RARA to build on our inaugural year by implementing a **broad-reaching promotional campaign** designed to attract new and returning attendees to Roswell. This campaign will include:

- **Targeted Digital and Print Advertising** focused on driving tourism and promoting Roswell's unique identity.
- **Social Media and Content Creation** highlighting local stories, culture, and attractions in coordination with the 2026 event.
- **Collaborative Promotional Partnerships** with local businesses and tourism stakeholders.
- **Enhanced Programming** that integrates Roswell's character into the experience for all guests.

The City of Roswell made history by winning the opportunity to host NCAR against more than 30 other cities across the country. That selection was a testament to the strength of your community, leadership, and vision. With the 2026 event, we aim to further elevate Roswell's standing as a **premier destination for major events**, ensuring economic impact through increased visitation, full-capacity lodging, and national media exposure.

We are grateful for the support the City of Roswell has already shown and are eager to continue growing this transformational partnership. Should you require any additional details or documentation, please don't hesitate to reach out.

Sincerely,



Greg Gibson
Marketing and Business Development Manager
Reno Air Racing Association

CC:
Mike Espiritu
Fred Telling
Bobbi Thompson
Tony Logoteta

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 21.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Galacticon Fair Lodgers' Tax Funding Request to the City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: We are requesting sponsorship of a free-to-the-public attraction(s) to be held outside the Galacticon facility to draw people to all areas of the UFO Festival footprint. We will provide appropriate and family-friendly attractions for all ages. It will be open during the Galacticon hours and overseen by the Galacticon Director. This will be the third year we have requested sponsorship and received it in both previous years.

2 years of Historical Lodgers' Tax Funding Data: Sponsorship
FY2024- Awarded $10,000- Expended $7,414.88
FY2025- Awarded $8,000- Expended $3,700
FY2026- Requested $8,000

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
$8,000 for sponsorship of Galacticon 2026.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Galacticon $8,000 in sponsorship at their July 22, 2025, meeting.;

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Galacticon LT App

ROSWELL
New Mexico

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New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

Revised 04/16/25

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: _____

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☐ Sponsorship

Today's Date: _____

Event Name: _____ Event Date: _____

Organization: _____ Event Time: _____

Event Address: _____ City/State/ZIP: _____

Website: _____ Phone: _____ Email: _____

Organizer: _____ Mobile: _____

Second Organizer: _____ Mobile: _____

EVENT DETAILS

Estimated # Attending: _____ Anticipated # of hotel rooms booked: _____

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: _____ # of hotel rooms booked: _____

Description of Event Logistics:

Sponsorship amount requested:	8000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	8000

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: _____

Source for data provide listed above: _____

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

_____ Local

_____ Outside

_____ % of attendance from outside of Roswell

Source for data provided: _____

Uniqueness of Event (30 points): What makes this event different from others?

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 22.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Galacticon and Roswell Daily Record Funding Request to the City Council in the amount of $20,000 for marketing, sanitation, and security. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: This is the fifth year that the Galacticon and the Roswell Daily Record have worked together to promote the Roswell UFO Festival, supporting the city's economy and tourism industry. After losing the Convention Center in October of 2024, we have held our activities downtown as part of the UFO Festival weekend. In 2025, the RDR supported the patriotic Aerial Drone Show for the public. The Galacticon was held in the Roswell UFO Museum Annex at 119 North Main in the former La-Z-Boy showroom, now owned by the Museum. We helped fund our part of the advertising and marketing of the event and plan to do so again.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security.
FY2023- No record of application
FY2024- Did not apply as a joint effort
FY2025- Awarded $20,000- Expended $11,413.13

FINANCIAL CONSIDERATION:
$20,000 for marketing, sanitation and security.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Galacticon and Roswell Daily Record $20,000 for marketing, sanitation, and security at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as prresented.

Attachments
Galacticon/RDR Marketing LT application

ROSWELL
New Mexico

ROSWELL
New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

Revised 04/16/25

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: _____

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☐ Sponsorship

Today's Date: _____

Event Name: _____ Event Date: _____

Organization: _____ Event Time: _____

Event Address: _____ City/State/ZIP: _____

Website: _____ Phone: _____ Email: _____

Organizer: _____ Mobile: _____

Second Organizer: _____ Mobile: _____

EVENT DETAILS

Estimated # Attending: _____ Anticipated # of hotel rooms booked: _____

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: _____ # of hotel rooms booked: _____

Description of Event Logistics:

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
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Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: _____

Source for data provide listed above: _____

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

_____ Local

_____ Outside

_____ % of attendance from outside of Roswell

Source for data provided: _____

Uniqueness of Event (30 points): What makes this event different from others?

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **23.**
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Roswell Daily Record Lodgers' Tax Funding Request to City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Partner with the City of Roswell for an Independence Day Aerial show. An Aeriel Spectacle is a visually stunning drone light show designed to draw locals and visitors alike for an unforgettable evening of entertainment. Utilizing state-of-the-art drone technology, the event features hundreds of synchronized, LED-equipped drones performing choreographed aerial displays set to music. The show highlights regional culture, landmarks, and themes through innovative sky-based storytelling. The event is family-friendly, free to the public, and held in an open outdoor venue to encourage wide attendance and maximize tourism impact. Complementary attractions- such as Main Street Roswell's live music, local food vendors, UFO Museum, and Galacticon, will enhance the visitor experience and extend overnight stays. that is free to the public and will be located in Downtown Roswell.

2 years of Historical Lodgers' Tax Funding Data: Sponsorship
FY2024- Awarded $10,000- Expended $10,000
FY2025- Awarded $10,000- Expended $10,000 (helped fund City of Roswell Drone Show for UFO Festival)

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
Requesting $20,000 for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Roswell Daily Record $0 in sponsorship at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RDR LT app

ROSWELL
New Mexico

ROSWELL
New Mexico
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/25- via email-TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: 06/08/2025

Event Name: Roswell Daily Record's Roswell Incident Arial show Event Date: 07/03/2026

Organization: Roswell Daily Record Event Time: 9:00 pm

Event Address: Downtown Roswell City/State/ZIP: Roswell

Website: rdrroswellincident.co, Phone: 575-703-5180 Email: saralei@rdrroswellincident.com

Organizer: SaraLei Fajardo Mobile: 575-703-5180

Second Organizer: City of Roswell Mobile:

EVENT DETAILS

Estimated # Attending: information data not available Anticipated # of hotel rooms booked:

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: information data not available # of hotel rooms booked:

Description of Event Logistics:

Partner with the City of Roswell for an Independence day Aerial show. An Aeriel Spectacle is a visually stunning drone light show designated to draw locals and visitors alike for an unforgettable evening of entrainment. Utilizing state-of-the-art drone technology, the event features hundreds of synchronized, LED-equipped drones performing choreographed aerial displays set to music. The show highlights regional culture, landmarks and themes through innovative sky-base story telling.
The event is family-friendly, free to the public and held in an open outdoor venue to encourage wide attendance and maximize tourism impact. Complementary attractions- such as Main Street Roswell's live music, local food vendors, UFO Museum, and Galaticon, will enhance the visitor experience and extend overnight stays. that is free to the public, that will be located in Downtown Roswell.

Sponsorship amount requested:	20,000.00

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
	Will be covered in advertisng/marketing request		

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

This is the biggest tourism event of the year for Roswell, and we are a large part of it. We have participated in the planning and the execution of the event as an equal partner to the city, MainStreet, and the UFO Museum. We are asking for assistance to market our events and the free sponsored events to encourage tourism and make the visitors happy with alternative activities and fun, free events. The UFO Festival attendance is estimated at 20,000 by MainStreet over the three days including the direct counts of attendance of the UFO Museum at 9,123 and the Galacticon at 2974. MainStreet reports the following Information provided by Main Street America, via PacerAI: from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

2025 Joint Advertising Budget:

Local Newspaper:	Full page ads for UFO Festival Events	$2400	
	1/2 page ads for UFO Festival Events	1750	
Digital Billboard	30 days	1200	
On-line Website ads	30 days	800	ToTal inc tax = $6636
Radio Advertising	7 regional radio stations	$2000	
Billboard	in Roswell	$689	inc tax
Printed Signage	Galacticon & UFO Car	$432	inc tax

Award dollars previously used: 20,000.00

Prior year attendance: 2024 UFO Festival Attendance estimated by Mainstreet at 20,000 - Convention Center - ap 35

of overnight room nights booked: 2024 hotel nights for Galacticon - 45; nights for RDR - 12 plus visitor bookings

Estimated cost of service request from City Departments (not scored):

Co-sponsor of the City of Roswell

2024 figures are presented because 2025 statistics were not available by the Lodgers Tax Request deadline of 7/8/25.

in2024, Mainstreet Roswell reported the following:

City Personnel - $30 per hr x 5 x 5hrs = $750

Emergency Personnel - $55 per hr x 6 x 5hrs = $1650

Barrels - 10 x $2 = $20
Barricades - 10 x $10 = $100
Warning Signs - 15 x $10 = $150
Cones - 45 x $2 = $90

Galactiocn and RDR did not receive security or clean-up from the above services at the convention center which were included in the facility rental fees; but were part of the UFO Festival weekend.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide.

Among them are the free patriotic aerial Drone Show sponsored by the Roswell Daily Record and the City. This amazing display drew a huge crowd to the heart of the city to view the show. RDR also provided a newspaper supplement for visitors with details, bios and business information for the locals and tourists alike.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants. This is a win for Roswell!

Attendance typee & transportation to Roswell: Locals, Tourist via automobile and air transport

Average daily spending on food/beverage: $100-$200

Source for data provide listed above: 2024 Survey Monkey results provided by Mainstreet

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

2025 results and attendance figures are not available for the LT deadline of July 8, 2025. We will use 2024 data where necessary. Data should be available in time for the OTB meeting.

The 2024 UFO Festival attendance was estimated at 20,000 over the three days including the direct counts of attendance of the UFO Museum, 9,123 and the Galacticon 2974.

MainStreet reported the following Information provided by Main Street America, via PacerAI: Last year from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

10,000 Local

10,000 Outside

50 % of attendance from outside of Roswell

Source for data provided: Survey results by Mainstreet

Uniqueness of Event (30 points): What makes this event different from others?

The name 'Roswell' is known to the world for its UFO and Alien connection. We see that this is the hook for tourism and interest that boosts the economy of our community.

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide. Among them are the free patriotic aerial Drone Show, the indoor vendor hall with outstanding sci-fi genre collectibles, art and authors row the two rooms of gaming tables for that huge demographic, and the attractions such as the Internet sensation "Flying Saucer Car" that was a huge success. All of this combines to keep the visitor in town longer and coming back next year.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants.

Occupancy Tax Board Use Only

Return on Investment (25 points): _____ General Attendance (10 points): _____

Historical Performance (10 points): _____ Uniqueness of Event (30 points): _____

Other Economic Impact (25 points): _____ Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 24.
Meeting Date: 10/02/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider the recommendation of MainStreet Roswell for UFO Festival Lodgers' Tax Funding Request to City Council in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:

Initiated by: TJ Conyers

From their application: Roswell is known for the UFO / AlienFest event. This event and Roswell are known statewide, nationally, and internationally as the UFO Capital of the world. This was evident in the number of people who attended and the number of local and national news stations that covered the event, from the Alien car to the UFO Parade. It was great to the see the City of Roswell embrace the event and get in on the fun from merchants decorating their windows, wearing costumes, and inviting the overall public to have a nice cold drink of water. Pets were not left out with the annual Pet Costume contest held by the Galacticon to merchants putting out water on the sidewalk to hydrate our furry friends. Working collaboratively, the UFO Museum, MainStreet Roswell, Roswell Galacticon, Roswell Daily Record, Roswell Miniature Museum, Roswell Museum and the City of Roswell we were able to provide a unique experience that captured the essence of aliens and UFO's with a 7 block street festival, 2 stages, kid friendly fun such as the foam party, water slide & blow-ups in the Main Street district. This year, we added a car show and corn-hole competition. The Galacticon and Roswell Daily Record provided world-renowned speakers, vendors, hosted the Alien Car & sponsored the Drone Show, in coordination with the City of Roswell. Roswell Miniature Museum hosted the community created Trekstar installation using recycled materials. This event is unique due to the collaborative nature of the event that makes it an out of this world event!

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security
FY2023- Awarded $32,476.00- Expended $16,238.00 (old policy of 50% reimbursement)
FY2024- Awarded $100,000- Expended $88,741.01 (Collaboration between MSR and city)
FY2025- Awarded $20,000- Expended $20,000 (documentation for event due 8/6/2025)

Sponsorship
FY2024-Awarded $60,000- Expended $52,201.75
FY2025- Awarded $50,000- Expended- $50,000 (documentation for event due 8/6/2025)

FINANCIAL CONSIDERATION:

Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
$20,000 for marketing, sanitation and security, and negotiations with the City of Roswell for sponsorship.

LEGAL REVIEW:

None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax board recommended (5-0) to award MainStreet Roswell for UFO Festival $20,000 for marketing and $20,000 in sponsorship at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

MSR LT app

ROSWELL
New Mexico

ROSWELL
New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

Revised 04/16/25

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: _____

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☐ Sponsorship

Today's Date: _____

Event Name: _____ Event Date: _____

Organization: _____ Event Time: _____

Event Address: _____ City/State/ZIP: _____

Website: _____ Phone: _____ Email: _____

Organizer: _____ Mobile: _____

Second Organizer: _____ Mobile: _____

EVENT DETAILS

Estimated # Attending: _____ Anticipated # of hotel rooms booked: _____

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: _____ # of hotel rooms booked: _____

Description of Event Logistics:

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: _____

Source for data provide listed above: _____

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

_____ Local

_____ Outside

_____ % of attendance from outside of Roswell

Source for data provided: _____

Uniqueness of Event (30 points): What makes this event different from others?

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____