# REGULAR MEETING
# CITY OF ROSWELL COUNCIL - AGENDA
# THURSDAY, OCTOBER 9, 2025
## Chaves County Administrative Center
## Commission Chambers - #1 St. Mary's Place
## Roswell, New Mexico 88203

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 No. 25-28. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

OCTOBER 9, 2025 6:00 p.m.

MAYOR - Timothy Z. Jennings

| Ward 1 | Ward II | Ward III | Ward IV | Ward V |
|---|---|---|---|---|
| Cristina A. Arnold | Juliana Halvorson | Edward L. Heldenbrand | Robert B. Corn | Angela G. Moore |
| Juan Oropesa | Will Cavin | Christopher Cortez | Darrell Johnson | Carlos Marrujo, Jr. |

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up prior to 6:00 p.m. In compliance with Resolution 25-28, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

## OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation

1. Approval of agenda - approve the agenda for the October 9, 2025 Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the October 9, 2025, Regular City Council Meeting. (Halvorson/Martinez)

## CONSENT ITEMS ***(items 3-17 will be approved at the time of the approval of the consent agenda)***

3. Ordinance 25-06: authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-06 An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection. (Heldenbrand/ MacCornack)

4. Approve 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. (Corn/Brooks)

5. Approve 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. (Corn/Reyer)

6. OSHA 24-29 Settlement (Halvorson/Yntema)

### Resolution(s)

7. Resolution 25-48 Weeds - The Resolution shall mandate the cleanup of approximately forty-

three (43) separate properties within the City. (Heldenbrand/Franco)

8. Resolution 25-49 Condemnations - adoption of Resolution 25-49 the Resolution shall require the removal or demolition of one (1) dilapidated structure. (Heldenbrand/Franco)

9. Resolution 25-50: Adoption of Resolution 25-50 approving the presentation of the budget to the city council. (Councilor Corn)

10. Resolution 25-51: Adoption of Resolution 25-51: 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 Road to the east City limits. (Corn/MacCornack)

11. Resolution 25-52: Adoption of Resolution 25-52 approving a budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez)

## ROW Leases

12. Approve for Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center. (Heldenbrand/Sanchez)

13. Approval for FEMA to enter into a 1-year lease beginning August 10, 2025, and ending July 31, 2026, for Building 611, at the Roswell Air Center. (Heldenbrand/Sanchez)

14. Approval for Cavu, Aerospace, Inc. to enter into a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center. (Heldenbrand/Sanchez)

## Bids, RFP's and Agreements

15. ITB-25-012 approval to award to Acushnet Company and BSN Sports, LLC, for golf merchandise as a multi-source. (Heldenbrand/Burress)

16. Approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. (Cole/Gomez)

## Minutes

17. Approval of the minutes from the Regular City Council meeting on September 11, 2025. (Halvorson/Martinez)

## NON-ACTION ITEMS (Information Items)

18. Airport Updates (Bobbi Thompson)

19. Airport Advisory Commission Updates (Bud Kunkel)

20. Avflight Roswell Hangar Development Proposal (Garrett D. Hain)

21. TCS Community Solar Project in Roswell: Local Savings and Benefits (Ben Thomas, Owner, and Brad Tito, Director of Community Energy, PowerMarket)

22. Employee Out-of-State Travel (Amalia Martinez)

## PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

## PUBLIC HEARING(S)

23. Hold a public hearing and vote on whether to uphold the condemnation under Resolution 25-46 of property located at 603 W. Van Buren, Myers Rediv Block 1 Lot 11 (Halvorson/Yntema)

### Closed Session

24. Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, pertaining to union negotiations. (Halvorson/Yntema)

## NEW BUSINESS / REGULAR ITEMS

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

26. Approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center. (Heldenbrand/Sanchez)

27. Approval of the Scope of Work for RFP: Air Service Development for the Roswell Air Center (Halvorson/Thompson).

28. Approval of the Scope of Work for RFP: Security Hold Room Facility at the Roswell Air Center. (Halvorson/Thompson)

29. Approve 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. (Corn/Rogers)

30. Approve 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. (Corn/Rogers)

31. Approve 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. (Corn/Rogers)

## CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

### Adjournment

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 before the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-637-6202 if a summary of another type of accessible format is needed.

Printed and posted: October 6, 2025

To watch the City Council Meeting live from your computer, tablet, or smartphone, go to https://www.youtube.com/@CityofRoswellNM/featured. You can also go to www.roswell-nm.gov, then

click on the YouTube link on the banner on the right side of the screen.

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 3.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 25-06: authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-06 An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection. (Heldenbrand/ MacCornack)

## BACKGROUND:
**Initiated by: James MacCornack**

City of Roswell had a Community Assistance Visit from FEMA personnel. During this visit, required updates were identified to the City Flood Damage Prevention Ordinance to enable the City to remain compliant with National Flood Insurance Program regulations. The proposed changes are directly from language in Code of Federal Regulations Title 44 and FEMA guidance documents. Proposed changes will not affect current process or procedures in flood plain administration.

## FINANCIAL CONSIDERATION
None.

## LEGAL REVIEW:
The City attorney has reviewed this ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval 4-0 at their meeting on September 25, 2025.

## STAFF RECOMMENDATION:
Ordinance 25-06: authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-06 An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection.

## Attachments
Ordinance Amendment Flood Damage Protection_ Redline
Ordinance Amendment Flood Damage Protection_Clean

**ORDINANCE 25-06**

AN ORDINANCE OF THE CITY OF ROSWELL PROVIDING FOR FLOOD DAMAGE PROTECTION; AMENDING CHAPTER 11 OF THE ROSWELL CITY CODE, 1999; ESTABLISHING STANDARDS FOR NEW CONSTRUCTION, DEFINING NECESSARY TERMS, AND PROVIDING FOR ADMINISTRATION OF THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND FIXING AN EFFECTIVE DATE.

**WHEREAS,** The City of Roswell has the authority under NMSA 1978, §3-18-1 to "protect generally the property of its municipality and its inhabitants," *and*

**WHEREAS,** The City has the authority to regulate flood and mudslide hazard areas NMSA 1978, §3-18-7, *and*

**WHEREAS,** The City has the authority to regulate and conduct municipal flood control activities, NMSA 1978, § 3-41-1 *et seq*.

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

**SECTION** Chapter 11 of the Roswell Code is amended as follows

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 11-6. Statutory authorization.

The legislature of the State of New Mexico has, in NMSA 1978, § 3-18-7, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 11-7. Findings of fact.

(a) The flood hazard areas of Roswell, New Mexico are subject to periodic inundation which results in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands, because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 11-8. Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;
(2) Minimize the expenditure of public money for costly flood control projects;
(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
(4) Minimize prolonged business interruptions;
(5) Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodplains;
(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood-blight areas; and
(7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 11-9. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

(1) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;
(2) Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
(3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;
(4) Control filling, grading, dredging and other development which may increase flood damage;
(5) Prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Secs. 11-10—11-15. Reserved.

DIVISION 2. DEFINITIONS

Sec. 11-16. Definitions generally.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application:

*Alluvial fan flooding* means flooding occurring on the surface of an alluvial fan or similar land form which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

*Apex* means a point on a alluvial fan or similar land form below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO, AH or VO zone on a community's flood insurance rate map (FIRM) with a one-percent chance or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V 1-30, VE or V.

*Base flood* means the flood having a one-percent chance of being equaled or exceeded in any given year.

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides.

*Critical feature* means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

*Development* means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

*Elevated building* means for insurance purposes, a nonbasement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

*Existing construction* means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.)

*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood hazard boundary map (FHBM) means an official map of a community on which the Federal Emergency Management Agency has delineated the boundaries of the flood and mudslide- (i.e., mudflow) related erosion areas having special hazards and which have been designated as Zone A, M and or E.

*Flood insurance rate map (FIRM)* means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

*Flood insurance study* is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood hazard boundary map.

*Floodplain or flood-prone area* means any land area susceptible to being inundated by water from any source (see definition of "flooding").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

*Floodplain management regulations* means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

*Flood protection system* means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify

flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing* means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway (regulatory floodway)* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities but does not include long-term storage or related manufacturing facilities.

*Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Historical structure* means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior or;

b. Directly by the Secretary of the Interior in states without approved programs.

*Levee* means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

*Levee system* means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices which are constructed and operated in accordance with sound engineering practices.

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program Regulations.

*Manufactured home* means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Mean sea level* means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

*New construction* means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community, and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installations of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

*Recreation vehicle* means a vehicle which is:

(1) Built on a single chassis;
(2) Four hundred square feet or less when measured at the largest horizontal projections;
(3) Designed to be self-propelled or permanently towable by a light duty truck; and
(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Start of construction* (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before damage occurred.

*Substantial improvement* means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or
(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

*Variance* is a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits

construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the National Flood Insurance Program Regulations).

*Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Secs. 11-17—11-20. Reserved.

DIVISION 3. GENERAL PROVISIONS

Sec. 11-21. Lands to which this article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of Roswell, New Mexico.

Sec. 11-22. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard, identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Chaves County, New Mexico, and Incorporated Areas, Volume 1 of 1," dated September 25, 2009, with accompanying Flood Insurance Rate Maps (FIRMs) dated September 25, 2009, are hereby adopted and declared to be a part of this article.

Sec. 11-23. Development permit required.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 11-24. Compliance.

No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 11-25. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 11-26. Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;
(2) Liberally construed in favor of the governing body; and
(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 11-27. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 11-28—11-30. Reserved.

DIVISION 4. ADMINISTRATION

Sec. 11-31. Designation of the floodplain administrator.

The city engineer is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 11-32. Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

(1) Maintaining and holding open for public inspection all records pertaining to the provisions of this article.
(2) Reviewing permit applications to determine whether the proposed building site will be reasonably safe from flooding.

(3) Reviewing, approving or denying all applications for development permits required by the adoption of this article.
(4) Reviewing permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
(6) Notifying, in riverine situations, adjacent communities and the state coordinating agency, which is the state engineer's office, prior to any alteration or relocation of a watercourse and submitting evidence of such notification to the New Mexico Department of Homeland Security and Emergency Management Preparedness Bureau and the Federal Emergency Management Agency.
(7) Assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
(8) When base flood elevation data has not been provided in accordance with section 11-22, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source in order to administer the provisions of division 5.
(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM; unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-33. Permit procedures.

(a) The application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate, drawn to scale, showing the location, dimensions and elevation of the proposed landscape alterations, the existing and proposed structures and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(1) The elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;

(2) The elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
(3) A certificate from a registered professional engineer or architect that the nonresidential, floodproofed structure shall meet the floodproofing criteria of section 11-42;
(4) The description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed development;
(5) A record maintained of all such information in accordance with section 11-32(1).

(b) The approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage;
(2) The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;
(3) The danger that materials may be swept onto other lands to the injury of others;
(4) The compatibility of the proposed use with existing and anticipated development;
(5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities, such as sewer, gas, electrical and water systems;
(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site;
(8) The necessity to the facility of a waterfront location, where applicable;
(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
(10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 11-34. Variance procedures.

(a) The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

(b) The appeal board shall hear and render judgment on an appeal only when it is alleged that there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the relevant factors in section 11 -33(b) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this article (division 1, section 11-8).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;
b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:
(1) The criteria outlined in section 11-34(a) through (i) are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 11-35—11-40. Reserved.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 11-41. General standards.

In all areas of special flood hazard the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
(5) All new and replacement water supply systems shall be designed to minimize or eliminate the infiltration of floodwaters into the system;
(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 11-42. Specific standards.

In all areas of special flood hazard where base flood elevation data have been provided, as set forth in sections 11-31, 11-32(8) and 11-43(d), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in subsection 11-33(a)(1), is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor

(including basement) elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall develop and/or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that all manufactured homes that are placed or substantially improved within zones A1-30, AH, AR and AE on the community's FIRM on sites:

1. Outside of a manufactured home park or subdivision;
2. In a new manufactured home park or subdivision;
3. In an expansion to an existing manufactured home park or subdivision; or
4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood

elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH, AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

a. Be on the site for fewer than 180 consecutive days;

b. Be fully licensed and ready for highway use; or

c. Meet the permit requirements of article IV, section 11-33(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 11-43. Standards for subdivision proposals.

(a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 11-7 through 11-9 of this article.

(b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet the floodplain development permit requirements of sections 11-23 and 11-37 and the provisions of this division.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 11-22 or section 11-36(8) of this article.
(d) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.

Sec. 11-44. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard, established is section 11-22, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in the feet on the community's FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of nonresidential structures;

a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or the effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 11-33(a)(2), are satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
(Code 1984 § 10-51; Ord. No. 1320, 4-1999)

Sec. 11-45. Floodways.

Located within areas of special flood hazard, established in section 11-22, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If section 11-23(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

(3) Under the provision of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-46. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violation of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500.00 or imprisoned for not more than five days, or both for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Roswell from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

**ORDINANCE 25-06**

AN ORDINANCE OF THE CITY OF ROSWELL PROVIDING FOR FLOOD DAMAGE PROTECTION; AMENDING CHAPTER 11 OF THE ROSWELL CITY CODE, 1999; ESTABLISHING STANDARDS FOR NEW CONSTRUCTION, DEFINING NECESSARY TERMS, AND PROVIDING FOR ADMINISTRATION OF THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND FIXING AN EFFECTIVE DATE.

**WHEREAS,** The City of Roswell has the authority under NMSA 1978, §3-18-1 to "protect generally the property of its municipality and its inhabitants," *and*

**WHEREAS,** The City has the authority to regulate flood and mudslide hazard areas NMSA 1978, §3-18-7, *and*

**WHEREAS,** The City has the authority to regulate and conduct municipal flood control activities, NMSA 1978, § 3-41-1 *et seq*.

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

**SECTION** Chapter 11 of the Roswell Code is amended as follows

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 11-6. Statutory authorization.

The legislature of the State of New Mexico has, in NMSA 1978, § 3-18-7, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 11-7. Findings of fact.

(a) The flood hazard areas of Roswell, New Mexico are subject to periodic inundation which results in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands, because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 11-8. Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;
(2) Minimize the expenditure of public money for costly flood control projects;
(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
(4) Minimize prolonged business interruptions;
(5) Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodplains;
(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood-blight areas; and
(7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 11-9. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

(1) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;
(2) Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
(3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;
(4) Control filling, grading, dredging and other development which may increase flood damage;
(5) Prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Secs. 11-10—11-15. Reserved.

DIVISION 2. DEFINITIONS

Sec. 11-16. Definitions generally.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application:

*Alluvial fan flooding* means flooding occurring on the surface of an alluvial fan or similar land form which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

*Apex* means a point on a alluvial fan or similar land form below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO, AH or VO zone on a community's flood insurance rate map (FIRM) with a one-percent chance or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V 1-30, VE or V.

*Base flood* means the flood having a one-percent chance of being equaled or exceeded in any given year.

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides.

*Critical feature* means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

*Development* means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

*Elevated building* means for insurance purposes, a nonbasement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

*Existing construction* means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.)

*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood hazard boundary map (FHBM) means an official map of a community on which the Federal Emergency Management Agency has delineated the boundaries of the flood and mudslide- (i.e., mudflow) related erosion areas having special hazards and which have been designated as Zone A, M and or E.

*Flood insurance rate map (FIRM)* means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

*Flood insurance study* is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood hazard boundary map.

*Floodplain or flood-prone area* means any land area susceptible to being inundated by water from any source (see definition of "flooding").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

*Floodplain management regulations* means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

*Flood protection system* means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify

flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing* means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway (regulatory floodway)* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities but does not include long-term storage or related manufacturing facilities.

*Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Historical structure* means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior or;

b. Directly by the Secretary of the Interior in states without approved programs.

*Levee* means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

*Levee system* means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices which are constructed and operated in accordance with sound engineering practices.

*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program Regulations.

*Manufactured home* means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Mean sea level* means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

*New construction* means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community, and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installations of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

*Recreation vehicle* means a vehicle which is:

(1) Built on a single chassis;
(2) Four hundred square feet or less when measured at the largest horizontal projections;
(3) Designed to be self-propelled or permanently towable by a light duty truck; and
(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Start of construction* (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before damage occurred.

*Substantial improvement* means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or
(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

*Variance* is a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits

construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the National Flood Insurance Program Regulations).

*Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Secs. 11-17—11-20. Reserved.

DIVISION 3. GENERAL PROVISIONS

Sec. 11-21. Lands to which this article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of Roswell, New Mexico.

Sec. 11-22. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard, identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Chaves County, New Mexico, and Incorporated Areas, Volume 1 of 1," dated September 25, 2009, with accompanying Flood Insurance Rate Maps (FIRMs) dated September 25, 2009, are hereby adopted and declared to be a part of this article.

Sec. 11-23. Development permit required.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 11-24. Compliance.

No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 11-25. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 11-26. Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;
(2) Liberally construed in favor of the governing body; and
(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 11-27. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 11-28—11-30. Reserved.

DIVISION 4. ADMINISTRATION

Sec. 11-31. Designation of the floodplain administrator.

The city engineer is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 11-32. Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

(1) Maintaining and holding open for public inspection all records pertaining to the provisions of this article.
(2) Reviewing permit applications to determine whether the proposed building site will be reasonably safe from flooding.

(3) Reviewing, approving or denying all applications for development permits required by the adoption of this article.
(4) Reviewing permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
(6) Notifying, in riverine situations, adjacent communities and the state coordinating agency, which is the state engineer's office, prior to any alteration or relocation of a watercourse and submitting evidence of such notification to the New Mexico Department of Homeland Security and Emergency Management Preparedness Bureau and the Federal Emergency Management Agency.
(7) Assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
(8) When base flood elevation data has not been provided in accordance with section 11-22, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source in order to administer the provisions of division 5.
(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM; unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-33. Permit procedures.

(a) The application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate, drawn to scale, showing the location, dimensions and elevation of the proposed landscape alterations, the existing and proposed structures and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(1) The elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;

(2) The elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
(3) A certificate from a registered professional engineer or architect that the nonresidential, floodproofed structure shall meet the floodproofing criteria of section 11-42;
(4) The description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed development;
(5) A record maintained of all such information in accordance with section 11-32(1).

(b) The approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage;
(2) The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;
(3) The danger that materials may be swept onto other lands to the injury of others;
(4) The compatibility of the proposed use with existing and anticipated development;
(5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities, such as sewer, gas, electrical and water systems;
(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site;
(8) The necessity to the facility of a waterfront location, where applicable;
(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
(10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 11-34. Variance procedures.

(a) The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

(b) The appeal board shall hear and render judgment on an appeal only when it is alleged that there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the relevant factors in section 11 -33(b) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this article (division 1, section 11-8).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;
b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:
(1) The criteria outlined in section 11-34(a) through (i) are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 11-35—11-40. Reserved.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 11-41. General standards.

In all areas of special flood hazard the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
(5) All new and replacement water supply systems shall be designed to minimize or eliminate the infiltration of floodwaters into the system;
(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 11-42. Specific standards.

In all areas of special flood hazard where base flood elevation data have been provided, as set forth in sections 11-31, 11-32(8) and 11-43(d), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in subsection 11-33(a)(1), is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor

(including basement) elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall develop and/or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that all manufactured homes that are placed or substantially improved within zones A1-30, AH, AR and AE on the community's FIRM on sites:

1. Outside of a manufactured home park or subdivision;
2. In a new manufactured home park or subdivision;
3. In an expansion to an existing manufactured home park or subdivision; or
4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood

elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH, AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

a. Be on the site for fewer than 180 consecutive days;

b. Be fully licensed and ready for highway use; or

c. Meet the permit requirements of article IV, section 11-33(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 11-43. Standards for subdivision proposals.

(a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 11-7 through 11-9 of this article.

(b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet the floodplain development permit requirements of sections 11-23 and 11-37 and the provisions of this division.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 11-22 or section 11-36(8) of this article.
(d) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.

Sec. 11-44. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard, established is section 11-22, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in the feet on the community's FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of nonresidential structures;

a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or the effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 11-33(a)(2), are satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
(Code 1984 § 10-51; Ord. No. 1320, 4-1999)

Sec. 11-45. Floodways.

Located within areas of special flood hazard, established in section 11-22, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If section 11-23(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

(3) Under the provision of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-46. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violation of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500.00 or imprisoned for not more than five days, or both for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Roswell from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 4.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approve 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. (Corn/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.

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:
Finance Committee recommended approval 5-0 at their meeting on October 2, 2025.

## 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

**Regular City Council Meeting** 5.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approve 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. (Corn/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. The Finance Committee voted X-X on the October 2nd meeting to send this to city council.

## 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 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

**Regular City Council Meeting**
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A **CONTACT:** Hessel Yntema
**CHAIR:** Juliana Halvorson

**Summary:**
OSHA 24-29 Settlement (Halvorson/Yntema)

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 7.
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A
**CONTACT:** N/A **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Resolution 25-48 Weeds - The Resolution shall mandate the cleanup of approximately forty-three (43) separate properties within the City. (Heldenbrand/Franco)

## BACKGROUND:
**Initiated by: Toby Franco**

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but it should result in the resolution of some more severe situations.

## FINANCIAL CONSIDERATION
Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from $30 to $500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

## LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

## BOARD AND COMMITTEE ACTION:
No action required.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

ATT 1 Resolution 25-48 Weeds
ATT 1 Resolution 25-48 Weeds

CITY OF ROSWELL
RESOLUTION 25-48

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

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

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 9th day of October 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

| | |
|---|---|
| 29 WILDY DR<br>NORTH PLAINS PARK 3<br>Block 3 Lot 13<br>DUNHAM, DEBORA L<br>4006 SANDOVAL RD<br>CARLSBAD, NM 88220 | 700 S KENTUCKY AVE<br>ALAMEDA HEIGHTS Block 13 Lot 1<br>KLEPP, SIEGFRIED<br>C/O MICHAEL ORTIZ<br>500 MESQUITE WOOD DR NW<br>ALBUQUERQUE, NM 87120 |
| 506 S PINE AVE<br>SHEARMAN ADDN<br>Block 3 Lot 4 S15' AND Lot 5<br>GUTIERREZ, RICARDO;<br>GUERRERO, JESSICA N<br>PO Box 574<br>ARTESIA, NM 88211 | 802 S KENTUCKY AVE<br>S 5 T 11S R 24E N2SE4 S 30'<br>(S OF HONDO RIVER) N 570' W<br>201.7' E 1610' M/L DOC# 202401398<br>VELEZ, SALVADOR GONZALEZ<br>6319 W ROOSEVELT ST<br>PHOENIX, AZ 85043 |
| 111 S MICHIGAN AVE<br>OVARDS Block 6 Lot 9 BK 2<br>GRIFFIN, INEZ;<br>C/O MOZELLA WRIGHT<br>9416 SIERRA CREEK DR<br>ELK GROVE, CA 95624 | 113 S MICHIGAN AVE<br>OVARDS Block 6 Lot 8<br>OLIVER, MOSELLER<br>C/O MOZELLA WRIGHT<br>9416 SIERRA CREEK DR<br>ELK GROVE, CA 95624 |
| 1109 AVENIDA MANANA<br>CASA BONITA Block 5 Lot 1<br>PENNYMAC LOAN SERVICES LLC<br>3043 TOWNSGATE RD #200<br>WESTLAKE VILLAGE, CA 91361 | 902 AVENIDA DEL SUMBRE<br>CASA BONITA Block 5 Lot 20<br>ZAMORA, BENITA<br>902 AVENIDA DEL SUMBRE<br>ROSWELL, NM 88203 |
| 407 S KENTUCKY AVE<br>SOUTH ROSWELL AMEND BLK 9<br>Block 0 Lot S 50' N 200' W 165'<br>REGALADO, MELISSA<br>548 SIOUX RD<br>DEXTER, NM 88230 | 1412 S KENTUCKY AVE<br>SOUTH HIGHLANDS EXT A<br>Block 23B Lot 7<br>MORPURGO, JUNE PARTICIA<br>1412 S KENTUCKY AVE<br>ROSWELL, NM 88203 |
| 1019 S KENTUCKY AVE<br>ROSWELL HOMES Block 2 Lot 13<br>HAGAN, DELBERT WAYNE;<br>STEINER, DAWN MARIE<br>1019 S KENTUCKY AVE<br>ROSWELL, NM 88203 | 806 LUSK ST<br>CANNON ADDITION #2 Block 5 Lot 9<br>PEDROZA, DAVID JR;<br>TOVAR, MARIA E<br>806 LUSK ST<br>ROSWELL, NM 88203 |

| | |
|---|---|
| 810 S MICHIGAN AVE<br>LEWIS 1ST AMND Block 3 Lot 8<br>COLEMAN, ELIZABETH;<br>GUZMAN, ENOC CERVANTES<br>810 S MICHIGAN AVE<br>ROSWELL, NM 88203 | 907 S WASHINGTON AVE<br>MISSOURI AVENUE SCHOOL<br>Block 2 Lot 8 AND Lot 9 N 2'<br>SEAGER, GLENDA K<br>3428 BRENT RD<br>LONGVIEW, TX 75604 |
| 701 S PLAZA<br>SOUTH PLAINS PARK Block 8 Lot 1<br>SALAYANDIA, NICOLAS;<br>SALAYANDIA, VASILISA<br>PO BOX 646<br>DEXTER, NM 88230 | 512 N GARDEN AVE<br>BELLE PLAIN Lot 66 N 66' E 114'<br>Quarter SW S 33 T 10S R 24E<br>CALDERON, RUBEN;<br>ACEVEDO, KARINA<br>1528 AUDUBON DR<br>BOWLING GREEN, KY 42101 |
| 210 S WASHINGTON AVE<br>OVARDS Block 7 Lot 6<br>WINNER, HAINES J;<br>WINNER, KATHLEEN M<br>113 MADISON AVE<br>LORENZO, TX 79343 | 110 S KANSAS AVE<br>OVARDS Block 4 Lot 6<br>CHANDLER, MARIA<br>835 SHILO RD<br>BASTROP, TX 78602 |
| 205 S KANSAS AVE<br>OVARDS Block 8 Lot 10<br>WILMINGTON SAVINGS<br>FUND SOCIETY FSB<br>3900 CAPITOL CITY BLVD<br>LANSING, MI 48906 | 612 GREENBRIER ST<br>DALE BELLAMAH UNIT 1<br>Block 4 Lot 4 DOC# 202308224<br>ESTRELLA LAND LLC<br>PO BOX 1218<br>CALDWELL, ID 83606 |
| 709 S MISSOURI AVE<br>ALAMEDA HEIGHTS<br>Block 14 Lot 3<br>BOULOUS, ELLIOTT J<br>709 S MISSOURI AVE<br>ROSWELL, NM 88203 | 500 S HEMLOCK AVE<br>SHEARMAN ADDN<br>Block 2 Lot 1 AND Lot 2 N 7.5’<br>MC GINTHY, RYAN & MELISSA M<br>1978 EL PASO AVE<br>CLOVIS, CA 93611 |
| 604 S MONTANA AVE PAULY<br>Block 19 Lot 3<br>HAUK, MARCIA<br>604 S MONTANA AVE<br>ROSWELL, NM 88203 | 511 S CEDAR AVE<br>THORNE Block 9 Lot 15<br>MORGAN, KATY L<br>511 S CEDAR AVE<br>ROSWELL, NM 88203 |

| | |
|---|---|
| 706 E TILDEN ST<br>FLORA VISTA Block 3 Lot 17 AND Lot 18<br>JIMENEZ, GEORGE F & GEO B;<br>JIMENEZ, JIMMY & JULIAN<br>437 E 231ST ST<br>CARSON, CA 90745 | 801 E 5TH ST<br>BELLE PLAIN Lot 29 E 83' W<br>173' S 145' Quarter SE S 33 T 10S<br>ELIAS, SUE ANN<br>801 E 5TH ST<br>ROSWELL, NM 88201 |
| 511, 513 E 2ND ST<br>LEA Lot 115 AND Lot 116,<br>Quarter SW S 33 T 10S R 24E<br>DOC# 202205642 QCD<br>DENNEY LIVING REVOCABLE TRUST<br>DOYLE MARK<br>8 VISTA PARKWAY CIRCLE<br>ROSWELL, NM 88201 | 1103, 1105 S ATKINSON AVE<br>HOAGLAND AMEND Block 2 Lot 11 N<br>77' S 132' AND Lot 12 N 7' S 132' / N<br>38' E 10' Quarter SW S 3 T 11S R 24E<br>PINNACLE DESERT PROPERTIES LLC<br>1517 GRAY ROCK PLACE NE<br>ALBUQUERQUE, NM 87112 |
| 106 N ATKINSON AVES<br>4 T 11S R 24E NE4NE4 S 109' N 406' W<br>256.7' E 286.7' DOC# 202206653 WD<br>DELAROSA DEVELOPMENTS LLC<br>2605 GAYE DR<br>ROSWELL, NM 88201 | 700 N ATKINSON AVE<br>BELLE PLAIN Lot 17<br>Quarter SE S 33 T 10S R 24E<br>MECA COMPANY<br>2616 N PENNSYLVANIA AVE<br>ROSWELL, NM 88201 |
| 623 ORANGE ST<br>PURDY-NORRIS AMEND Block 2 Lot 17<br>Quarter NE S 33 T 10S R 24E<br>OLIVARES, ELIZABETH<br>3606 S COUNTY ROAD 1200 UNIT A,<br>MIDLAND, TX 79707 | 801 E MC GAFFEY ST<br>FRUITLAND Block 1 Lot 8<br>W 144' S 150' DOC# 202402974<br>PNR SERVICES, LLC<br>PO BOX 575<br>FLORA VISTA, NM 87415 |
| 6 PARK PL<br>PECAN ACRES 2 Block 1 Lot 6<br>Quarter NE S 33 T 10S R 24E<br>DOC# 202306426 SWD<br>HOMES FOR THE UNFORTUNATE<br>21 GRANITE CIR<br>ROSWELL, NM 88201 | 83 FITZGERALD PL<br>PECOS VALLEY VILLAGE<br>Block 4 Lot 5<br>PALACIOS, MICAELA PASTOR<br>5001 PHILIPS HWY LOT 102<br>JACKSONVILLE, FL 32207-7288 |
| 315 E POE ST<br>KEITHS SOUTHSIDE REDIV<br>Block 8 Lot 32<br>HERBERT, JESSICA ANNE<br>3 LEONE AVE<br>MILLBURY, MA 01527 | 63 E ST<br>PECOS VALLEY VILLAGE<br>Block 20 Lot 2<br>RAZO, J CARMEN MORENO;<br>CARRILLO, MARIA TERESA RIVAS<br>63 E ST<br>ROSWELL, NM 88203 |

| | |
|---|---|
| APPROX. 118 E BYRNE ST<br>PECOS VALLEY VILLAGE<br>Block 6 Lot 36<br>CHAVARRIA, ANDREW T<br>3804 W MISSOURI<br>ARTESIA, NM 88210 | 6 & 8 H ST<br>PECOS VALLEY VILLAGE<br>Block 8 Lot 11<br>C/O MICHAEL ORTIZ<br>7500 MESQUITE WOOD DR NW<br>ALBUQUERQUE, NM 87120 |
| 107 CALLE DEL SOL<br>LINDA VISTA ESTATES Block 1 Lot 18<br>LESS W 5 FT Quarter NW S 21 T 10S R 24E<br>ZAMORA, CELESTE M<br>107 CALLE DEL SOL<br>ROSWELL, NM 88201 | 1101 W 2ND ST<br>UNION PLAZA TRACT 1-A-2 AND Lot 1<br>SUMMARY PLAT Lot 3A S 32 T 10S R 24E<br>VIA REAL ESTATE, LLC<br>13105 DOVER AVE<br>LUBBOCK, TX 79424 |
| 711 N RICHARDSON AVE<br>ORIGINAL ROSWELL Block 7 Lot 13<br>W 128' Quarter SE S 32 T 10S R 24E<br>SHERRY SENTER<br>PO BOX 306<br>FARWELL, TX 79325-0306 | APPROX. 3205 ALLISON DR<br>LOMITAS ENCANTADAS 2<br>Block 28 Lot 3 S 36 T 10S R 23E<br>DEWANDA JEAN;<br>CONLEY, JOHN PERRY HARRIS<br>3207 ALLISON DR<br>ROSWELL, NM 88201 |
| 1205 HIGHLAND RD<br>CITY DEVELOPMENT<br>Block 29 Lot 11 E 3-1/3' AND Lot 12<br>Quarter SW S 32 T 10S R 24E<br>MADISON REVOCABLE TRUST<br>WILLIAM FREDRICK JR<br>696 NM HIGHWAY 3<br>RIBERA, NM 87560-9009 | |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 8.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Resolution 25-49 Condemnations - adoption of Resolution 25-49 the Resolution shall require the removal or demolition of one (1) dilapidated structure. (Heldenbrand/Franco)

## BACKGROUND:
**Initiated by: Toby France**

These structures constitute a public nuisance harmful to the public health, safety, and general welfare.

## FINANCIAL CONSIDERATION
Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from $3,000 to $30,000 for each property for removal.

## LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

## BOARD AND COMMITTEE ACTION:
The Public Safety Committee meeting in September was cancelled and it was sent to Legal Committee. The Legal Committee recommended (5-0) approval at their meeting on September 25, 2025.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

ATT 1 Resolution Condemnations
ATT 2 Resolution 25-49 Condemnations

CITY OF ROSWELL
RESOLUTION 25-49

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

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

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 9th day of October 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

| Location | Condition | Name |
|---|---|---|
| 1601 S WASHINGTON AVE<br>SOUTH HIGHLANDS EXT C<br>Block 5 Lot 15 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | CASTILLO, PAUL<br>PO BOX 4637<br>ROSWELL, NM 88202 |

1601 S WASHINGTON AVE







09/02/2025


09/02/2025

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 9.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Resolution 25-50: Adoption of Resolution 25-50 approving the presentation of the budget to the city council. (Councilor 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:
This will be the first consideration of this item.

## STAFF RECOMMENDATION:
Proceed as presented

## Attachments
Resolution 25-50 Presentation of Budget to City Council

**RESOLUTION 25-50**
**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,

**WHEREA**S, 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 1; 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 following the March City Council meeting.

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 at its May meeting and sent for a vote of the Governing Body in May 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

DRAFT

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 10.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Resolution 25-51: Adoption of Resolution 25-51: 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 Road to the east City limits. (Corn/MacCornack)

## 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. The Finance Committee recommended approval 5-0 at their meeting on October 2, 2025.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Resolution 25-51 NMDOT TPF Funding Agreement Second Street
Project Award Letter
Project Funding Agreement

**RESOLUTION 25-51**

**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. 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 a 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 October 9, 2025

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**<br>**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

**Regular City Council Meeting** 11.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Resolution 25-52: Adoption of Resolution 25-52 approving a budget adjustment for the fiscal year ending June 30, 2026. (Corn/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 25-52 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**

Resolution 25-52 Budget Adjustment - October 2025
Resolution 25-52 Budget Adjustment October 2025 Exhibit A

**RESOLUTION 25-52**

**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 $2,678,655.77 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $4,855,269.31 and Expenses $2,678,655.77

**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 9th day of October 2025.**

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

| 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 | 82,934.00 |
| Museum | Museum | 26114221-614002 | Expenditure | Repairs, Maintenance and Utilities | 45,000.00 |
| 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 |
| | | | | | 2,678,655.77 |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 12.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approve for Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center. (Heldenbrand/Sanchez)

## BACKGROUND:
**Initiated by: Michelle Sanchez**

Bravo-3 Holdings, LLC requests to enter into a 5-year lease for Bunker No. 1143, consisting of 2,147 square feet, more or less, located at the Roswell Air Center, commencing on August 1, 2025, and ending July 31, 2030.

## FINANCIAL CONSIDERATION
Tenant agrees to pay the Landlord as rent the sum of Four Thousand Nine Hundred, Seventy-Five Dollars and Fifty-Six cents ($4,975.56), payable in 12 monthly installments of $414.63.

## LEGAL REVIEW:
City Attorney has reviewed this lease.

## BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 4-0 at its meeting on September 25, 2025.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

BRAVO-3 Holdings, LLC Lease

# MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

THIS PROPERTY USE AND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and Bravo-3 Holdings, LLC a corporation organized and existing under and by virtue of the laws of the State of New Mexico ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

WHEREAS, City has agreed to lease to Lessee the real property described below, together with the improvements thereon, in Chaves County of New Mexico, and Lessee has agreed to lease said real property and improvements from City.

WHEREAS, the Parties desire to enter into this Lease to set out the terms and conditions for such lease and use of the Leased Premises.

NOW THEREFORE, for and in consideration of the mutual obligations, covenants and agreements hereinafter set forth, City and Lessee agree as follows, to wit:

## ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, City hereby leases to Lessee, and Lessee does hereby accept and lease from City in its current condition, as more specifically described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises"), to include the surface only to the following real property, together with and other ancillary improvements located thereon:

| |
|---|
| Bunker No. 1143, consisting of 2,147 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises). |

The address of the Leased Premises is commonly known as 70 LeMay Drive, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as storing components of small arms and construction/mining fuse, and blasting caps. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

The rights granted herein are subject to all valid and existing rights in the Leased Premises.

## ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on August 1, 2025 for five years and shall terminate on July 31, 2030, collectively known as the "Lease Period,"

unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time following the Termination Date provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

## ARTICLE 3 - RENT

3.01 Lessee agrees to pay to City as rent the sum of Four Thousand Nine Hundred, Seventy-Five Dollars and Fifty-Six cents ($4,975.56), payable in 12 monthly installments of $414.63. The first year of the Lease. Thereafter, rent will be adjusted annually by CPI or 3%, whichever is greater. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Lessee shall pay to City an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

## ARTICLE 4 - SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of $2,487.78 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

## ARTICLE 5 - CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. Lessee agrees that the Leased Premises are in good repair and condition except as noted herein. Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

## ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of: storing components of small arms and construction/mining fuse and blasting caps. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

c. City shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Lessees in comparable facilities. If said maintenance is not undertaken by Lessee within ten (10) days after the date City gives Lessee written notice of corrections needed, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Lessee.

d. Lessee shall not make any alterations to the Lease Premises or improvement placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby pre-approves any alterations or

improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

6.03 HAZARDOUS MATERIALS. Lessee shall conduct all of its activities: (a) in compliance with all applicable environmental laws, rules and regulations and any other applicable laws and regulations applicable to the Lessee's use of the Leased Premises.

a. Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Leased Premises, Lessee and its agents, or contractors shall be strictly liable to City, jointly legally and financially responsible and will incur direct liability pursuant to all applicable environmental laws.

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

c. If there is a violation of any environmental laws concerning the presence, use, generation, storage or other management of hazardous materials, Lessee shall at its cost promptly take such action as is necessary to mitigate and correct the violation.

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or

willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

**ARTICLE 7 – UTILITY AND OTHER CHARGES**

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Failure to have an appropriate current license or permit for Lessee's conduct of business shall be a breach of this Lease. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

**ARTICLE 8 – LIEN**

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements, fixtures, and equipment placed on the Leased Premises, owned by Lessee.

**ARTICLE 9 – PERSONAL PROPERTY**

All personal property and fixtures of Lessee in or on the Leased Premises shall be kept at the sole risk of Lessee, and City shall not be liable for any damage thereto or to Leased Premises or to Lessee for interruption of business or otherwise. Lessee hereby waives all causes or rights of recovery against City, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Leased Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

**ARTICLE 10 – IMPROVEMENTS**

10.01 The Leased Premises include improvements including but not limited to existing infrastructure and building currently used as storage. Lessee may use the existing improvements or remove existing improvements subject to prior written approval by City. In addition, Lessee may, place the following improvements on the Leased Premises:

Specific improvements to the Leased Premises are subject to City's prior written approval.

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit

such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.03 Ownership Of Improvements, Improvement Removal And Reclamation. Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

10.04 Equipment. Except as otherwise provided herein, Lessee shall have the right to install such equipment as may be necessary to conduct of its business on the Leased Premises; and at the expiration or termination of the Lease, Lessee shall have the right to remove all of such equipment installed by Lessee that is removable without damage to the Leased Premises.

10.05 Signs And Advertising. Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises without first obtaining the written approval of City, such approval not to be unreasonably withheld.

## ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least one hundred eighty (180) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid.

## ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Paragraph 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions.

**ARTICLE 13 - SUBLEASE**

Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written approval of City to permit such sublease. Any sublease without City's approval shall be null and void. City may condition such approval upon an increase in the rent amount and the modification or addition of other Lease provisions, however any such modification or addition to the Lease shall not be unreasonable. The City's approval of a sublease shall not be unreasonably withheld.

**ARTICLE 14 - COLLATERAL ASSIGNMENT**

Any attempt to collaterally assign or leasehold mortgage Lessee's interest in this Lease, or in any Improvements, is void and will not vest the purported Lender with any right, title, interest, claim or privilege with respect to this Lease or Improvements absent prior approval in writing by City.

**ARTICLE 15 - WAIVER**

No employee or agent of City has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by City of any of the terms, conditions, or covenants hereof shall be effective unless in writing and executed by City. City's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of City to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or City's right to thereafter enforce each and every such term, condition, and covenant.

**ARTICLE 16 - WAIVER, RELEASE AND PROTECTION OF THE LEASED PREMISES**

Lessee is leasing the Leased Premises based on Lessee's own inspection and investigation of and judgment regarding the Leased Premises. City makes no warranties or representations of any kind or nature with regard to the Leased Premises or with regard to this transaction.

If accidental discharge, release, spill, or fire or any other event having environmental consequence occurs, Lessee agrees to provide notice to City at the same time and in the same manner as Lessee is required to provide to the federal, state or local agency having responsibility for enforcing compliance with environmental laws, regulations and policy. Lessee agrees that, upon request by City, City shall have access to all reports, documents, test data, and all other materials provided by City to or received by Lessee from a governmental agency having responsibility for enforcing compliance with environmental or other laws.

In the event City is required to incur any cost or expense to enforce the provisions of this lease, including but not limited to consultants, engineers, soil, air or water sampling and attorneys' fees and costs, Lessee shall be liable for and reimburse City for said costs and expenses.

**ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.**

17.01 LIABILITY. City shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Leased Premises in connection with or arising out of Lessee's operations and use of the Leased Premises.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with a) the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, whether with or without Lessee's knowledge or consent. In the event that any action, suit or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

Lessee further agrees that its obligation to indemnify, defend and hold harmless City shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease.

17.03 INSURANCE. Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any insurance required by this paragraph. The insurance and additional insured requirements

contained in this Lease are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent three (3) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

**A. General Liability Insurance**

Lessee shall carry and maintain, at Lessee's cost and expense, a policy of commercial general liability insurance (in the broadest form then available in New Mexico) that names the City as an insured party or additional insured party protecting the City against claims for bodily injury, personal injury, death and property damage. Such insurance must include coverage for all exposures arising from Lessee's operations, and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Lease, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Lease. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or City-leased property and City personnel, and caused by or resulting from work, acts operations or omissions of Lessee.

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of $2 million dollars ($2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars ($2,000,000.00) per occurrence for bodily injury, personal injury or death; and $2 million dollars ($2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq. and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

**B. Property Coverage**

In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees and agents in amounts Lessee finds sufficient but in no case shall such property insurance coverage be for less than one hundred percent (100%) Replacement Cost of Improvements on an Agreed Value Basis. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property, including improvements, and City shall be named as an additional

insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

22.5. Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all requirements set forth herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

(1) Contractual liability

(2) Bodily Injury and Property Damage liability

(3) Premises operations

(4) Personal injury

(5) Advertising injury

(6) Fire legal liability

(7) Medical expense

(8) Independent contractor/consultants/subcontractor/consultants

(9) Products – completed operations

(10) Pollution Liability

(11) Additional insured endorsement (primary& non-contributing in favor of City)

(12) Waiver of subrogation in favor of City

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurer are unacceptable to City. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than non-payment of premium, or in the event of any adverse, material change of any insurance required by this Lease effected by the insurance carrier providing

such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

Air Center Manager
1 Jerry Smith Circle
Roswell, New Mexico 88203

City agrees to waive its rights of subrogation that it may have against Lessee in the event Lessee's insurance providers pay insurance proceeds to City based on any act or failure to act by Lessee.

**ARTICLE 18- USE OF THE PREMISES.** Security Responsibilities Of Tenant, Tenant

1. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.

No person may:

i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge

1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.

f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.

g. Tenant shall use the Leased Premises solely for the purpose of storing components of small arms and construction/mining fuse and blasting caps,, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not

release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

i. Environmental claims.

ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.

iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

## ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation sixty (60) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in

litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

**ARTICLE 20– DAMAGE OR DESTRUCTION OF LEASED PREMISES**

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

City shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Lessee.

**ARTICLE 21 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION**

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon, including but not limited to all applicable federal and state laws governing water, endangered or threatened species, hazardous materials, environmental protection, land use, health and safety, cultural, historic or archeological/paleontological properties, waste, trespass, including all applicable federal, state, or local law or regulations that may be promulgated after the effective date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

**ARTICLE 22 – SCOPE OF AGREEMENT**

This Lease incorporates all the agreements, covenants and understandings between City and Lessee concerning the subject matter hereof and all such agreements, covenants and understandings are merged into this Lease. No prior agreement or understanding between City and Lessee shall be valid or enforceable unless expressly embodied in this lease.

**ARTICLE 23 – AMENDMENT**

This Lease shall not be altered, changed, or amended except by an instrument executed by both City and Lessee.

**ARTICLE 24 – APPLICABLE LAW**

This Lease shall be governed by the laws of the State of New Mexico.

**ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES**

All terms, conditions and covenants of this Lease and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and City. There are no third-party beneficiaries of this Lease.

**ARTICLE 26– BANKRUPTCY**

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, City shall have the option to pursue with the Court having jurisdiction all remedies to which City may be entitled in law or equity. In no event shall Lessee's interests in this Lease be deemed to be an asset of Lessee.

**ARTICLE 27 -- HOLDOVER**

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or presence shall be prorated as provided in Article 3 plus 15% administrative for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee o the right to enter the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

**ARTICLE 28 – NOTICES**

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Bravo-3 Holdings LLC
20235 N. Cave Creek Rd
Phoenix, AZ 85024

**ARTICLE 29 – RULES OF CONSTRUCTION**

(a) The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(b) All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

**ARTICLE 30 – CALCULATION OF TIME**

Any time period calculated by reference to "days" means calendar days unless expressly otherwise stated; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be first day following that is not a Saturday, Sunday, or such observed holiday.

**ARTICLE 31 – STATUS OF CITY**

Lessee acknowledges that City is a governmental entity which manages the Leased Premises pursuant to state law.

**ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT**

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, this Lease is executed the __ day of _____, 20__.



Bravo 3 Holdings LLC

For City

_____

By: Timothy Z. Jennings, Mayor

_____

Hessel Yntema, City Attorney

For Lessee:



By: Andy Brown, President

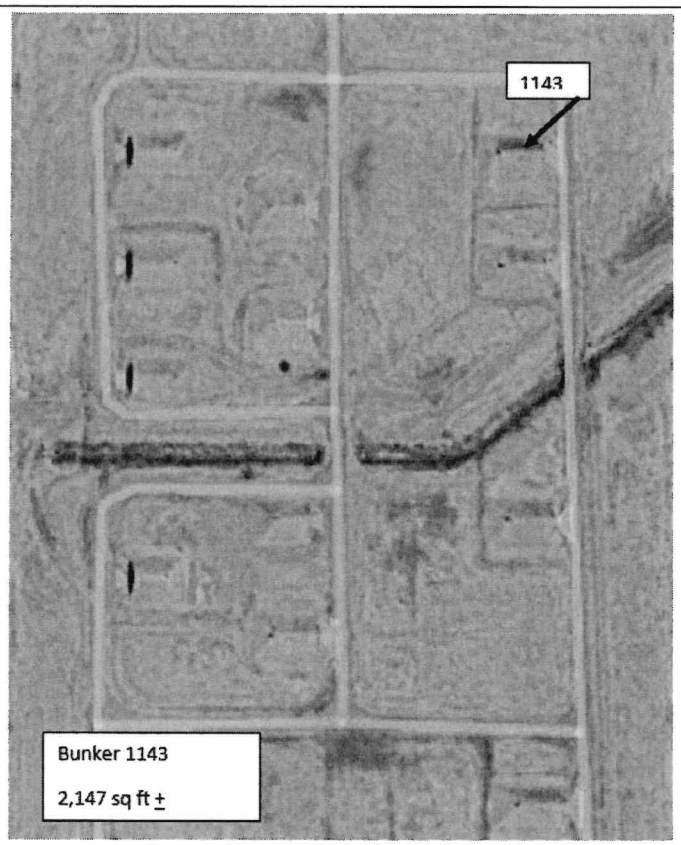
City Seal

Attest:

_____

Amalia Martinez, City Clerk

# EXHIBIT A Premises



## EXHIBIT C: INSURANCE

### 1. MINIMUM SCOPE OF INSURANCE

a. **Bravo-3 Holdings LLC** shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work herein and the results of the Work by **Bravo-3 Holdings, LLC** representatives, employees or subcontractors (check all that apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or **if Bravo-3 Holdings, LLC** has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

☐ III. **Worker's Compensation**: as required by the State of New Mexico, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000.00** per accident for bodily injury or disease.

☒ IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to **Bravo-3 Holdings, LLC** profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☒ V. **Property Insurance**: against all risks of loss to any and all improvements, betterments and fixtures on or to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provisions.

b. If **Bravo-3 Holdings, LLC** maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by **Bravo-3 Holdings, LLC**.

### 2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of **Bravo-3 Holdings LLC,** including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, **Bravo-3 Holdings, LLC** insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of **Bravo-3 Holdings, LLC** insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

5. **WAIVER OF BUBROGATION**

**Bravo-3 Holdings, LLC** hereby grants to the City a waiver of any rights to subrogation which any of **Bravo-3 Holdings, LLC** insurers may acquire against the City by virtue of the payment of any loss under such insurance. **Bravo-3 Holdings, LLC** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require **Bravo-3 Holdings, LLC** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

7. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with Current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. **CLAIMS MADE POLICIES**

If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

**iii.** If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, **Bravo-3 Holdings, LLC**

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

**Bravo-3 Holdings, LLC** shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive **Bravo-3 Holdings, LLC** obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specification at any time.

10. **SPECIAL RISKS OR CIRCUMSTANCES**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 13.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approval for FEMA to enter into a 1-year lease beginning August 10, 2025, and ending July 31, 2026, for Building 611, at the Roswell Air Center. (Heldenbrand/Sanchez)

## BACKGROUND:
**Initiated by: Michelle Sanchez**

FEMA is requesting a lease amendment for Building 611, consisting of 18,784 sq ft more or less, for emergency response administration and logistical operations. The lease term is 12 months with a 3-month firm commitment.

## FINANCIAL CONSIDERATION
Tenant agrees to pay rent of one hundred seventy-nine thousand and eight hundred eighty-eight dollars. (179,880.00) per annum, payable in 12 monthly installments of $14,990.00.

## LEGAL REVIEW:
City attorney has reviewed this amendment.

## BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 4-0 at its meeting on September 25, 2025.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

FEMA amendment

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| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>**LEASE AMENDMENT** | LEASE AMENDMENT No. 1<br>TO LEASE NO. GS-07P-LNM02034 |
|---|---|
| ADDRESS OF PREMISES Building 611<br>9 E Challenger Rd<br>Roswell, NM 88201 | PDN Number: N/A |

**THIS AMENDMENT** is made and entered into between **City of Roswell, New Mexico**

whose address is: 425 N. Richardson
Roswell, NM 88201

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

1) To revise the UEI number; and
2) To revise Paragraph 6.03 of Exhibit B; and
3) To delete and replace Exhibit E, and
4) All other terms and conditions of the Lease shall remain in force and effect.

This Lease Amendment contains 6 pages including Exhibit E (4 pages).

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature:
Printed Name: Chad Cole
Title: City Manager
Entity Name: City of Roswell
Date: 8/15/2025

**FOR THE GOVERNMENT:**

DocuSigned by:
Thomas Sisson
80AF20B987B44D0...

Signature:
Printed Name: Thomas Sisson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/22/2025

**WITNESSED FOR THE LESSOR BY:**

Signature:
Printed Name: Amalia Martinez
Title: City Clerk
Date: 8/15/25

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1.) Part I, D(15b) of GSA Form 3626 is hereby deleted in its entirety and replaced with the following:

15b. Unique Entity Identifier (UEI)
NNUNHLVMF359

2.) Paragraph 6.03 of Exhibit B is hereby deleted in its entirety and replace with the following:

**6.03 FEMA INVOICING INSTRUCTIONS (FEMA) (Oct 2023)**

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

A. Request for payment on company letterhead
B. Lease Number (GS-07P-02034)
C. Disaster Number (DR-4886-NM)
D. 146-0-2 Document Control Number (TN01957N2025T)
E. An Invoice Number and Date
F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

Notwithstanding the language in GSAR 552.270-31, PROMPT PAYMENT, payment for rent due under the Lease shall follow the process set forth above.

3.) Exhibit E of the Lease is hereby deleted in its entirety and replaced with the attached "Exhibit E, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."

4.) All other terms and conditions of the Lease shall remain in force and effect.

INITIALS: _____ & _____
LESSOR GOV'T

DS
TS

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EXHIBIT E

## Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

*See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.*
*NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Lessor: _____ Govt: DS TS

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Docusign Envelope ID: E1ED86DE-58A6-45EF-A5CD-5B333EB4A768

(End of provision)

| OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE | NAME, ADDRESS (INCLUDING ZIP CODE) | TELEPHONE NUMBER |
|---|---|---|
| | _____ Signature | _____ Date |

docusign

## Certificate Of Completion

Envelope Id: E1ED86DE-58A6-45EF-A5CD-5B333EB4A768
Subject: Complete with Docusign: LA#1 - fully executed - LNM02034.pdf
Source Envelope:
Document Pages: 6
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 5

Status: Completed

Envelope Originator:
Thomas Sisson
1800F F St NW
Washington DC, DC 20405
thomas.sisson@gsa.gov
IP Address: 136.226.12.204

## Record Tracking

Status: Original
8/22/2025 8:42:45 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Thomas Sisson
thomas.sisson@gsa.gov
Pool: FedRamp
Pool: US General Services Administration

Location: DocuSign

Location: Docusign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Thomas Sisson<br>thomas.sisson@gsa.gov<br>Lease Contracting Officer<br>US General Services Administration<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Thomas Sisson<br>80AF20B987B44D0... | Sent: 8/22/2025 8:43:49 AM<br>Viewed: 8/22/2025 8:43:56 AM<br>Signed: 8/22/2025 8:44:09 AM |
| | Signature Adoption: Pre-selected Style<br>Using IP Address: 136.226.12.204 | |

**Electronic Record and Signature Disclosure:**
Not Offered via Docusign

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 8/22/2025 8:43:49 AM |
| Certified Delivered | Security Checked | 8/22/2025 8:43:56 AM |
| Signing Complete | Security Checked | 8/22/2025 8:44:09 AM |
| Completed | Security Checked | 8/22/2025 8:44:09 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 14.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approval for Cavu, Aerospace, Inc. to enter into a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center. (Heldenbrand/Sanchez)

## BACKGROUND:
**Initiated by: Michelle Sanchez**

Cavu Aerospace, Inc. requests to enter into a 10-year lease for Hangar No. 84, consisting of 43,622 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2035.

## FINANCIAL CONSIDERATION
Tenant agrees to pay the Landlord as rent the sum of one hundred five thousand, one hundred twenty-nine dollars and two cents ($105,129.02), payable in 12 monthly installments of $8,760.75.

## LEGAL REVIEW:
City Attorney has reviewed the lease.

## BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 4-0 at its meeting on September 25, 2025.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Cavu lease Hangar 84

# MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

THIS MUNICIPAL PROPERTY USE AND LEASE AGREEMENT (this "Lease"), is made and entered into as of the date of the last signature below to be effective as of October 1, 2025, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico ("City"), and Cavu Aerospace, Inc., an Arkansas corporation ("Lessee"). The City and Lessee are collectively referred to herein as the "Parties."

WHEREAS, City has agreed to lease to Lessee the real property described below, together with the improvements thereon, in Chaves County of New Mexico, and Lessee has agreed to lease said real property and improvements from City.

WHEREAS, the Parties desire to enter into this Lease to set out the terms and conditions for such lease and use of the Leased Premises.

NOW THEREFORE, for and in consideration of the mutual obligations, covenants and agreements hereinafter set forth, City and Lessee agree as follows, to wit:

## ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, City hereby leases to Lessee, and Lessee does hereby accept and lease from City, the following real property as more specifically described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises"), to include the surface only to such real property, together with and other ancillary improvements located thereon:

| |
|---|
| Hangar No.84, consisting of 43,622 square feet, more or less, located at the Roswell International Air Center (ICAO: KROW), Chaves County of New Mexico, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A". |

The address of the Leased Premises is commonly known as 605 E. Challenger St, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as commercial aircraft and their component parts to the secondary market. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use, except as set forth in Exhibit "B" attached hereto and made a part hereof.

The rights granted herein are subject to all valid and existing rights in the Leased Premises.

## ARTICLE 2 – TERM

2.01 The term of this Lease shall commence on October 1, 2025, and continue thereafter for a ten-year period, expiring on September 30, 2035 (the "Lease Period"), unless terminated earlier as herein provided. City hereby approves, and shall not contest, the relinquishment and

termination of this Lease by Lessee in accordance with Article 11 below. If no uncured default by Lessee then exists under this Lease, Lessee shall have and is hereby granted one (1) option to extend the Lease Period for an additional five-year period, expiring on June 30, 2040, upon the same terms and conditions as herein provided. Lessee shall exercise such renewal and extension option by giving City written notice thereof not less than six (6) months prior to the originally scheduled expiration of the Lease Period.

## ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent:

Year 1: the sum of one hundred five thousand, one hundred twenty-nine dollars and two cents ($105,129.02), payable in 12 monthly installments of $8,760.75.

Year 2: the sum of one hundred forty-eight thousand, seven hundred fifty-one dollars and two cents ($148,751.02), payable in 12 monthly installments of $12,395.91.

Year 3: the sum of one hundred ninety-two thousand, three hundred seventy-three dollars, and two cents ($192,373.02), payable in 12 monthly installments of $16,031.08.

Thereafter, the rent will be adjusted annually by 3.0% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater. Rent and other fees are due on the first day of each month. Beginning with the first month after the first lease anniversary, base rent is due and payable in advance on or before the 1st day of each month during the term of this lease. On the lease anniversary dates, the base rent amount will be escalated by three percent (3%) per year. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Lessee shall pay to City an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

## ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee has paid the amount of $40,000.00 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs

termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

## ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is", except as set forth in Exhibit "B" attached hereto and made a part hereof. Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. Lessee agrees that the Leased Premises are in good repair and condition, except as set forth in Exhibit "B". Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

## ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of: providing commercial aircraft and their component parts to the secondary market, together with such other related uses as shall be reasonably incidental thereto. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events at or about Airport outside the Leased Premises. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events, provided that (a) such events do not materially limit Lessee's use of the Leased Premises hereunder and (b) City provides at least two (2) weeks prior written notice of the dates of such events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities, except as set forth in Exhibit "B". Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises,

including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

c. City shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Lessees in comparable facilities. If said maintenance is not undertaken by Lessee within ten (10) days after the date City gives Lessee written notice of corrections needed, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Lessee.

d. Lessee shall not make any alterations to the Leased Premises or improvement placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby pre-approves any alterations or improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

6.04 HAZARDOUS MATERIALS.

a. Lessee shall conduct all of its activities in compliance with all applicable environmental laws, including SWIPP and applicable rules and regulation, rules and regulations and any other applicable laws and regulations applicable to the Lessee's use of the Leased Premises.

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into
the surrounding environment, in each case caused by the Lessee or its operations and that were either: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City or any other person for which Lessee is not responsible; or (b) any hazardous material (for which Lessee is not otherwise responsible) that existed prior the

Stewart Industries lease assigned to Lessee, or migrated onto the Leased Premises from some other location through no fault of Lessee or is listed in Exhibit "B" hereto.

c. If there is a violation of any environmental laws by Lessee concerning the presence, use, generation, storage or other management of hazardous materials, Lessee shall at its cost promptly take such action as is necessary to mitigate and correct the violation.

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises.

## ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure by Lessee.

## ARTICLE 8 – LIEN

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements, fixtures, and equipment placed on the Leased Premises and owned by Lessee. Notwithstanding any provision to the contrary in this Lease, (a) any lien, claim, or interest that the City may have in Lessee's improvements, fixtures, and equipment placed on the Leased Premises shall be subject and subordinate to any security interest or lien granted by Lessee to any third-party lender for the purpose of financing the purchase, construction or installation of such improvements, fixtures, or equipment; and (b) City shall have no lien on any aircraft placed on the Leased Premises.

## ARTICLE 9 – PERSONAL PROPERTY

All personal property and fixtures of Lessee in or on the Leased Premises shall be kept at the sole risk of Lessee, and City shall not be liable for any damage thereto or to Leased Premises or to Lessee for interruption of business or otherwise. Lessee hereby waives all causes or rights of recovery against City, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Leased Premises or to consequential loss arising therefrom caused

by fire or other casualty. Notwithstanding the foregoing, City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of City's employees, officers or agents. The liability of City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

## ARTICLE 10 – IMPROVEMENTS

10.01 CITY APPROVAL. No improvements shall be placed on or alterations made to the Leased Premises by Lessee without the prior written approval of the City's Airport Director, which approval will not be unreasonably withheld, conditioned or delayed. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.02 OWNERSHIP OF IMPROVEMENTS, IMPROVEMENT REMOVAL AND RECLAMATION. Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements made without the Airport Director's approval. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. Notwithstanding the foregoing, Lessee shall have no obligation to remove any improvements or alterations to the Leased Premises approved by the City's Airport Director. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

10.03 EQUIPMENT. Except as otherwise provided herein, Lessee shall have the right to install such equipment as may be necessary to conduct of its business on the Leased Premises; and at the expiration or termination of the Lease, Lessee shall have the right to remove all of such equipment installed by Lessee that is removable without damage to the Leased Premises.

10.04 SIGNS AND ADVERTISING. Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises without first obtaining the written approval of City, such approval not to be unreasonably withheld.

**ARTICLE 11 –TERMINATION OPTION**

If no uncured default by Lessee then exists under this Lease, Lessee may terminate and relinquish this Lease and be relieved of further obligations under the lease, provided, however, such termination and relinquishment shall not be valid or effective until one hundred eighty (180) days after the date on which Lessee gives notice of termination or such later date as is specified in such termination notice. In the event Lessee terminates this Lease in accordance with this section, Lessee shall not be entitled to the refund of any rent paid prior to the date of such termination.

**ARTICLE 12 – ASSIGNMENT**

Lessee shall not assign this Lease, in whole or in part, without the prior written consent of City's Airport Director, which shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for such consent to be conditioned upon an increase in the rent amount to the market rate then uniformly charged by City for lease of property at the Airport. Any lease assignment without such consent shall be null and void.

**ARTICLE 13 – SUBLEASE**

Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written consent of City's Airport Director, which shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for such consent to be conditioned upon an increase in the rent amount for the subleased space to the market rate then uniformly charged by City for lease of property at the Airport. Any sublease without such consent shall be null and void.

**ARTICLE 14 – [intentionally deleted]**

**ARTICLE 15 – WAIVER**

No employee or agent of either of the Parties has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by either Party of any of the terms, conditions, or covenants hereof shall be effective unless in writing and executed by such Party. Either Party's waiver of the other Party's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default. The failure of a Party to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by the other Party of any of the terms, conditions, or covenants hereof shall not

constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or such Party's right to thereafter enforce each and every such term, condition, and covenant.

**ARTICLE 16 – [intentionally deleted]**

**ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.**

17.01 LIABILITY. City shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Leased Premises in connection with or arising out of Lessee's operations and use of the Leased Premises. Notwithstanding the foregoing, City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of City's employees, officers or agents. The liability of City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees. In the event that any action, suit or proceeding is brought against City for which Lessee herein agrees to hold harmless, indemnify and defend City, and City's employees, agents, and contractors, City shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify Lessee in writing of such claim. In the event City is required to incur any cost or expense to enforce the provisions of this Lease, including but not limited to consultants, engineers, soil, air or water sampling and attorneys' fees and costs, Lessee shall be liable for and reimburse City for said costs and expenses. Notwithstanding the foregoing, City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of City's employees, officers or agents. The liability of City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease.

Lessee further agrees that its obligation to indemnify, defend and hold harmless City shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

17.02 INSURANCE.

**A. General Liability Insurance**

Lessee shall carry and maintain, at Lessee's cost and expense, a policy of commercial general liability insurance (in the broadest form then available in New Mexico) that names the City as an insured party or additional insured party protecting the City against claims for bodily injury, personal injury, death and property damage. Such insurance must include coverage for all exposures arising from Lessee's operations, and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Lease, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Lease. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or City-leased property and City personnel, and caused by or resulting from work, acts operations or omissions of Lessee.

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of $2 million dollars ($2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars ($2,000,000.00) per occurrence for bodily injury, personal injury or death; and $2 million dollars ($2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq. and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

**B. Property Coverage**

The City and Lessee have agreed whereby the Lessee shall carry and maintain the all risks property insurance on the Leased Premises as defined herein on an agreed value basis in the amount of $4,660,000.00. Such amount of coverage will be the maximum indemnity amount of coverage whereby the City will be named as loss payee. Such coverage will contain a deductible amount of not more than $5,000. The deducible will be the sole responsibility of the Lessee.

**C. Certificates of Insurance**

Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all requirements set forth

herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

(1) Contractual liability

(2) Bodily Injury and Property Damage liability

(3) Premises operations

(4) Personal injury

(5) Advertising injury

(6) Fire legal liability

(7) Medical expense

(8) Independent contractor/consultants/subcontractor/consultants

(9) Products – completed operations

(10) Pollution Liability

(11) Additional insured endorsement (primary& non-contributing in favor of City)

(12) Waiver of subrogation in favor of City

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurer are unacceptable to City. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than non-payment of premium, or in the event of any adverse, material change of any insurance required by this Lease effected by the insurance carrier providing such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

Air Center Manager
1 Jerry Smith Circle

Roswell, New Mexico 88203

City agrees to waive its rights of subrogation that it may have against Lessee in the event Lessee's insurance providers pay insurance proceeds to City based on any act or failure to act by Lessee.

**ARTICLE 18- USE OF THE LEASED PREMISES**. Security Responsibilities of Tenant, Tenant Employees and Other Persons.

1. USE OF THE LEASED PREMISES. Security Responsibilities of Tenant, Tenant Employees, and Other Persons.

a. No person may:

i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge 1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.

f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.

g. Tenant shall use the Leased Premises solely for the purpose of providing commercial aircraft and their component parts to secondary market, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Leased Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Leased Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the Leased Premises or contaminated the Leased Premises. To the extent it is proven that hazardous materials have been released on the Leased Premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the Leased Premises, Tenant hereby

unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

i. Environmental claims.

ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.

iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Leased Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Leased Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Leased Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

**ARTICLE 19– DEFAULT AND CANCELLATION**

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The delivery of such notice as herein provided shall constitute notice of City's intention to cancel the Lease if Lessee has not cured the default within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction in a final, non-appealable judgment determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

**ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES**

In the event the Leased Premises are damaged by fire or other perils, City shall in its sole discretion have the option to either: (1) repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

City shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Lessee.

**ARTICLE 21 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION**

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon, including but not limited to all applicable federal and state laws governing water, endangered or threatened species, hazardous materials, environmental protection, land use, health and safety, cultural, historic or archeological/paleontological properties, waste, trespass, including all applicable federal, state, or local law or regulations that may be promulgated after the effective date of this Lease. . Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

**ARTICLE 22 – SCOPE OF AGREEMENT**

This Lease incorporates all the agreements, covenants and understandings between City and Lessee concerning the subject matter hereof and all such agreements, covenants and understandings are merged into this Lease. No prior agreement or understanding between City and Lessee shall be valid or enforceable unless expressly embodied in this Lease.

**ARTICLE 23 – AMENDMENT**

This Lease shall not be altered, changed, or amended except by an instrument executed by both City and Lessee.

**ARTICLE 24 – APPLICABLE LAW**

This Lease shall be governed by the laws of the State of New Mexico. Venue for any dispute arising out of this agreement shall be in the 5th Judicial District, in Roswell, NM.

**ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES**

All terms, conditions and covenants of this Lease and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and City. There are no third-party beneficiaries of this Lease.

**ARTICLE 26 – BANKRUPTCY**

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, City shall have the option to pursue with the Court having jurisdiction all remedies to which City may be entitled in law or equity.

**ARTICLE 27 -- HOLDOVER**

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease. Lease rates will be adjusted to fair market value beginning the first day of the holdover period. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

**ARTICLE 28 – NOTICES**

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Cavu Aerospace, Inc
2000 Airport Rd.
Stuttgart, AR 72160

**ARTICLE 29 – RULES OF CONSTRUCTION**

(a) The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(b) All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

**ARTICLE 30 – CALCULATION OF TIME**

Any time period calculated by reference to "days" means calendar days unless expressly otherwise stated; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be first day following that is not a Saturday, Sunday, or such observed holiday.

**ARTICLE 31 – STATUS OF CITY**

Lessee acknowledges that City is a governmental entity which manages the Leased Premises pursuant to state law.

**ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT**

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, this Lease is executed as of the dates of signature below to be effective as of October 1, 2025.

For City:

CITY OF ROSWELL, NEW MEXICO

CITY SEAL

By: _____
Timothy Z. Jennings, Mayor

_____
Hessel Yntema, City Attorney

ATTEST:

Amalia Martinez, City Clerk
Date: _____

For Lessee:

CAVU AEROSPACE, INC.

By: Bryan Hancock
Its: Bryan Hancock, Managing Partner
Date: 8-18-2025

**Exhibit "A"**
**LEASED PREMISES DESCRIPTION**

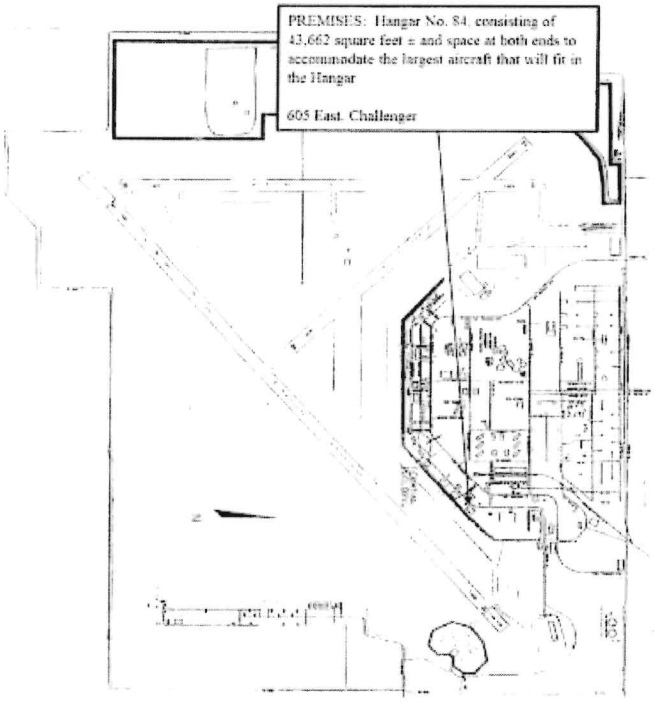


**Exhibit "B"**

**EXCEPTIONS FROM "AS-IS" CONDITION OF THE LEASED PREMISES**

1. Any structural or foundation failures or underground utility failures.
2. TSA controlled access point controllers and doors.
3. Damage caused by any windstorm or flood prior to the effective date of this Lease (including, without limitation, October 19, 2024 flooding).

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 15.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
ITB-25-012 approval to award to Acushnet Company and BSN Sports, LLC, for golf merchandise as a multi-source. (Heldenbrand/Burress)

## BACKGROUND:
**Initiated by: James Burress**

The City issued ITB-25-012 for the supply of golf merchandise for resale at the Nancy Lopez Golf Course at Spring River Pro Shop. Bids were opened on August 12, 2025. Two bids were received:

- BSN Sports, LLC offered a flat 10% discount off MSRP for golf balls, clubs, bags, gloves, and other merchandise.
- Acushnet Company submitted wholesale pricing sheets across all categories including golf balls, clubs, bags, gloves, apparel, footwear, and accessories (Titleist, FootJoy, and Scotty Cameron brands). Discounts ranged from approximately 25% to 50% below MSRP.

Awarding to both vendors will allow the Golf Course Pro Shop to maintain flexibility in sourcing and ensure a continuous supply of merchandise for its customers, while providing a variety of brands and competitive pricing.

## FINANCIAL CONSIDERATION
Purchases will be made on an as-needed basis and funded through the Golf Course operational budget.

## LEGAL REVIEW:
Contracts to be reviewed by the Legal Department upon award.

## BOARD AND COMMITTEE ACTION:
The Infrastructure Committee approved this item and forwarded it to Legal. Legal has reviewed and approved it for placement on the City Council consent agenda.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

ITB-25-012 Golf Merchandise Award Recommendation
ITB-25-012 Golf Merchandise - Bid Tabulation

ROSWELL
New Mexico

# Award Recommendation

City of Roswell

Award Recommendation for: ITB-25-012 Golf Merchandise

The City of Roswell issued Invitation to Bid (ITB) 25-012 seeking sealed bids to establish a price agreement for golf clubs, balls, bags, gloves, footwear, apparel, accessories, and other pro shop merchandise for the Nancy Lopez Golf Course at Spring River. Vendors were asked to provide pricing in the form of a fixed percentage discount off MSRP, distributor, or catalog pricing to ensure competitive pricing and quality merchandise.

Bids were opened on August 12, 2025.

Two bids were received and reviewed:

BSN Sports, LLC
- Offered a flat 10% discount off MSRP for golf balls, clubs, bags, gloves, and other retail merchandise.

Acushnet Company
- Submitted wholesale price lists across all categories, including golf balls, bags, gloves, apparel, footwear, accessories, and clubs (Titleist, FootJoy, and Scotty Cameron brands).
- Discounts ranged from approximately 25% to 50% below MSRP.

Staff recommends a multi- award of ITB-25-012 Golf Merchandise to Acushnet Company and BSN Sports, LLC.

Awarding to both vendors will allow the Golf Course Pro Shop to maintain flexibility in ordering and ensure a continuous supply of merchandise for its customers. This multi-source approach also provides greater variety of products and brands, helping the Golf Course meet customer demand while supporting competitive pricing.

The agreement will be for one (1) year, with the option to renew for up to three (3) additional one-year terms, subject to mutual written agreement.

Sincerely,

Arely Peek,
Purchasing Agent

**CITY OF ROSWELL**

**BID TABULATION**

Bid No. ITB-25-012 • Golf Merchandise

Opening Date: August 12, 2025

| Bidder | Golf Balls | Golf Clubs | Golf Bags | Golf Gloves | Apparel | Footwear | Accessories |
|---|---|---|---|---|---|---|---|
| BSN Sports, LLC | 10% off MSRP | 10% off MSRP | 10% off MSRP | 10% off MSRP | Not Offered | Not Offered | 10% off MSRP (limited) |
| Acushnet Company | 25% off MSRP | 30-35% off MSRP | 40% off MSRP | 50% off MSRP | 30-40% off MSRP | 30% off MSRP | 25-40% off MSRP |

Purchasing: _____ Date: 8-13-25

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 16.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Toni Gomez **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. (Cole/Gomez)

## BACKGROUND:
Initiated by: Chad Cole / Toni Gomez

The City of Roswell is seeking to engage a qualified firm to perform internal auditing services to strengthen internal controls, enhance compliance, and support transparency in municipal operations.

## FINANCIAL CONSIDERATION
Funding for these services is available in the adopted FY26 budget under the Finance Department's professional services line item 11014041 654801. The proposed contract amount shall not exceed 58,500 plus applicable sales tax, and the agreement may be structured as a one-year term with an option to renew, subject to available funding and performance review.

## LEGAL REVIEW:
The contract was reviewed by Legal.

## BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval 4-0 at their September 25, 2026 meeting.

## STAFF RECOMMENDATION:
Approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell.

## Attachments
Auditor Contract HY edits 16sep2025 with address change (am)

**Agreement for Professional Services and Consulting Agreement for a City Internal Auditor**

This agreement ("Agreement") is made and entered into effective [_____], 2025 by and between the City of Roswell, New Mexico (City), with a principal place of business at 425 North Richardson Street, Roswell, NM 88201 and True Business Solutions, LLC (Consultant), with the mailing address of record at P.O. Box 1066, Roswell, NM 88202-1066.

**Recitals**

Wherefore, the Mayor and City Council (the "Governing Body") concur that an internal Auditor is essential to the financial wellbeing and integrity of the City; and

Wherefore, Sec. 2-91 of the Roswell Code provides that there shall be an Internal Auditor and

Wherefore, this Auditor shall report to the governing body and the Mayor through the Treasurer; and

Wherefore, the Mayor has recommended the Consultant and the Governing Body has approved the Consultant to serve as the City's Internal Auditor;

**NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Scope of Work**

The Consultant shall perform the services described in Section 1 of this Agreement (this section) and perform this nonattest engagement in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

**Services to be Performed**

Consultant agrees to perform the following nonattest services during the period:

- Perform an initial risk assessment to identify and prioritize high-risk areas
- Develop a flexible internal audit plan that aligns with the City's strategic objectives and emerging risks
- Develop internal audit methodologies addressing the areas of risk identified in the audit plan and perform appropriate testing as designed.
- Communicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee any identified deficiencies and weaknesses and make recommendations for improvements on a regular basis
- Deliver standardized internal audit reports for City Leadership including executive summaries, detailed findings, and actionable recommendations
- Conduct follow-up procedures to verify implementation of audit recommendations

- Perform regular monitoring procedures utilizing various testing procedures and techniques

**Engagement Limitations and Responsibilities**

This engagement and scope therein are considered as nonattest services. The Internal City Auditor will report to the governing body through the Audit Committee, comprised of the Treasurer and the chairs of the Finance, Legal, Public Safety, and Infrastructure Committees. The Treasurer shall chair the Audit Committee. Any action requested shall be referred to the appropriate standing governing body committee. All reports of the Internal City Auditor shall be available upon request to any governing body member. In the Absence of a Treasurer, the City also agrees to designate an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services during regular functions.

The Consultant will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

The Consultant's engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity of noncompliance with laws and regulations. The Consultant has no responsibility to identify and communicate deficiencies in the City's internal control as part of this engagement. The City agrees that the Consultant shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made by the City

Special conditions between Consultant and City:

1. **IRREGULARITIES AND ILLEGAL ACTS:** In consultation with the City Attorney, The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the City Manager, the Mayor and the Audit Committee, and the NM State Auditor's Office.

2. **ADDITIONAL SERVICES:** Should the Governing Body decide to request testing of additional systems, the Consultant will perform the assessment at an agreed upon rate and time schedule.

**3. Compensation**

The City shall pay to the Consultant in full payment for services satisfactorily performed on a monthly basis as described below, not to exceed $58,500.00, annually, plus applicable taxes. This amount is

a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

**Expenses**

Consultant will be responsible for all normal business expenses incurred while performing services under this Agreement, excepting travel, whereupon it will be authorized and approved in advance by City's authorized responsible party. Travel expenses are to be reimbursed at actual expense.

**Taxes**

City will not withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf, make state or federal unemployment compensation contributions on Consultant's behalf, or withhold state or federal income tax from Consultant's payments. Consultant will pay all applicable income taxes incurred while performing services under this agreement and any applicable self-employment (Social Security and Medicare) taxes.

City is responsible for all State of New Mexico Gross Receipts Taxes applicable to the payments and location the work was performed.

**Payments**

In consideration for the services to be performed by Consultant, City agrees to pay Consultant a consulting fee not to exceed USD $58,500.00 plus applicable sales taxes for the period as described in Section 1. Billing is as below:

- Twelve (12) Monthly payments based on services performed plus applicable sales taxes and reimbursable expenses due by the tenth (10) of the following month, or the following Monday if the 10th falls on a weekend. A detailed billing statement will be sent by Consultant via email by the last day of the billing month to applicable employee(s) at the City for prompt approval and payment.

Funds can be sent via check to Consultant (TBS, LLCs) address above or through electronic means acceptable to City. Consultant will submit invoices to City as described above, with each invoice covering appropriate periods. The invoices will include an invoice number, the dates covered by the invoice, and a summary of the work performed. City will promptly pay Consultant's fee within one (1) week after receiving the invoice.

**Business Permits, Certificates, and Licenses**

Consultant has complied with all federal, state, and local laws requiring business permits, certificates, and licenses to conduct the services to be performed under this Agreement.

**Insurance**

City will not provide insurance coverage of any kind for Consultant.

**4. Term**

This Agreement will become effective on July 1, 2025 or as soon as practicable and continue through June 30, 2026. This Agreement may thereafter be renewed for up to three additional periods of one (1) year each upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

This Agreement may be terminated immediately by either of the parties upon written notice delivered to the other party by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination

City will promptly pay Consultant for services performed before the effective date of termination. City will not owe Consultant compensation for any services performed following such date.

**6. Status of Consultant**

The Consultant and its agents and employees are independent Consultants performing professional services for the City and are not employees of the City. The Consultant and its employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

Consultant is an independent Consultant, not City's employee. Consultant and City agree to the following rights and obligations consistent with an independent Consultant relationship:

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place, location, or time.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement.
- City will not require Consultant to devote full time to performing the services required by this

Agreement.

**7. Assignment**

The Consultant shall not assign, delegate, subcontract any rights or obligations, or transfer any interest in this Agreement or assign any claims for money due or to become due under this agreement without City's prior written approval.

**9. Records**

The Consultant shall maintain detailed records that indicate the nature of services rendered during the term of this Agreement. The Consultant shall retain the records for a period of three (3) years from the date of final payment under this agreement, unless otherwise required by applicable law or regulation.

**10. Release**

The Consultant, upon receiving final payment of the amounts due under the Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This paragraph also releases the Consultant from any liabilities, claims or obligations whatsoever arising from or under this Agreement.

**11. Confidentiality**

All information provided to or developed by the Consultant from any source whatsoever in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City, unless otherwise required by applicable law or regulation.

Each party will treat in confidence any information marked as confidential and proprietary to the extent allowed by law or regulation.

**12. Product of Services; Copyright and Report Use**

Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The City and the Consultant may post the report on their respective websites.

Material (language or visuals) newly created by the Consultant while performing work for this Agreement and for purposes of the City's use are the property of the City. All other material (language or visuals), whether created by the Consultant or sourced elsewhere, and shown to the City for any purpose, remain the property of their original creators.

**13. Conflict of Interest**

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Section 10-16-1, et seq., regarding contracting with a public officer, City employee or former City employee have been followed.

**15. Amendment**

This Agreement shall not be altered, changed, or amended without subsequent written agreement of both parties.

**16. Merger**

This Agreement incorporates all of the contracts, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement. By execution of this Agreement, both parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico, county of Chaves over any and all lawsuits arising under or out of any term of this Agreement.

**18. City Books and Records**

The City is responsible for maintaining control of all books and records at all times and the Consultant shall not remove any original books and records from the City's possession for any reason.

**19. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's governing body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City's governing body, this Agreement shall terminate upon written notice being given by the City to the Consultant. This section of the Agreement does not supersede the City's requirement to have an annual audit pursuant to NMSA 1978, Section 12-6-3(A).

**20. Penalties for Violation of Law**

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

**21. Equal Opportunity Compliance**

The Consultant agrees to abide by all applicable Federal and State laws, 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, rules, regulations and orders, the Consultant assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Consultant is found not to be in compliance with these requirements during the life of this Agreement, the Consultant agrees to take appropriate steps to correct these deficiencies.

**23. Designated On-Site Staff**

The Consultant's may or may not perform infrequent on-site visits to accomplish work; the individual auditor responsible for supervision of work and completion of the nonattest engagement is Judy Scharmer, NM CPA License #3690. The Consultant shall notify the City or in writing of any changes in staff assigned to perform the engagement.

**24. Invalid Term or Condition**

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

**25. Signatures**

**City: The City of Roswell, New Mexico**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Consultant: True Business Solutions, LLC**

Signature: Judy Scharmer _____

Printed Name: ___Judy Scharmer, CPA_____

Title: _____Managing Partner_____

Date: _____September 16, 2025_____

**Regular City Council Meeting**
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A **CONTACT:** Amalia Martinez
**CHAIR:** Juliana Halvorson

**Summary:**
Approval of the minutes from the Regular City Council meeting on September 11, 2025. (Halvorson/Martinez)

**Attachments**

DRAFT CC Minutes September 11, 2025

**Roswell City Council**
**Chaves County Administrative Center**
**Commission Chambers - #1 St. Mary's Place**
**Thursday, September 11, 2025, at 6:00 p.m.**

**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.**

The meeting reconvened at 6:00 p.m. with Mayor Jennings presiding:

**ROLL CALL:**

| | |
|---|---|
| Juliana Halvorson | Present |
| Cristina Arnold | Present |
| Will Cavin | Present |
| Juan Oropesa | Present |
| Darrell Johnson | Present |
| Angela Moore | Present |
| Ed Heldenbrand | Present |
| Christopher Cortez | Present |
| Robert Corn | Present |
| Carlos Marrujo, Jr. | Present |

Councilor Marrujo led in prayer, and Councilor Moore led in the Pledge of Allegiance.

1. Approval of agenda - approve the agenda for the September 11, 2025, Regular City Council Meeting.

**MOTION**: Councilor Halvorson made a motion to approve the agenda for the September 11, 2025, Regular City Council meeting with the following changes: pull item #3 off the consent agenda and place it before #21. Councilor Cavin was the second.

**ROLL CALL:**

| | |
|---|---|
| Juliana Halvorson | yes |
| Cristina Arnold | yes |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Darrell Johnson | yes |
| Angela Moore | yes |
| Ed Heldenbrand | yes |
| Christopher Cortez | yes |
| Robert Corn | yes |
| Carlos Marrujo, Jr. | yes |

Motion passed 10-0

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2. Approval of consent agenda - approve the consent agenda for the September 11, 2025, Regular City Council Meeting.

**MOTION**: Councilor Halvorson made a motion to approve the consent agenda as amended for the September 11, 2025, Regular City Council Meeting. Councilor Heldenbrand was the second.

**ROLL CALL:**

| | |
|---|---|
| Juliana Halvorson | yes |
| Cristina Arnold | yes |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Darrell Johnson | yes |
| Angela Moore | yes |
| Ed Heldenbrand | yes |
| Christopher Cortez | yes |
| Robert Corn | yes |
| Carlos Marrujo, Jr. | yes |

Motion passed 10-0

**CONSENT ITEMS** *(items 3-18 will be approved at the time of the approval of the consent agenda)*

4. Approval of 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.

5. Approval of PO requisition for FY 26 Hot Recycle Pavement Maintenance operations. PO of up to $1,200,000 to Dustrol Inc., utilizing statewide price agreement 40-80500-23-17059.

6. Approval of PO requisition for FY 26 Nova Chip Pavement Maintenance operations. PO of up to $266,221.82 to Brasier Asphalt Inc., utilizing a statewide price agreement 30-80500-23-17019.

7. 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.

8. Approval of 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.

9. Approval of award 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.

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10. Approval to authorize 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.

11. Approval to enter into a contract with OpenGov for Budgeting and Grants Management Software for $201,343.14. This procurement will be through the Sourcewell contract 060624.

**Resolution(s)**

12. Resolution 25-45: Weeds - The resolution shall mandate the cleanup of approximately fifty-two (52) separate properties within the City.

13. Resolution 25-46: Condemnations - adoption of Resolution 25-46, the resolution shall require the removal or demolition of eight (8) dilapidated structures.

14. Resolution 25-47: adoption of Resolution 25-47, approving budget adjustment for the fiscal year ending June 30, 2026.

**Bids, RFPs, and Agreements**

15. 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.

**MINUTES**

16. Approval of the minutes from the Regular City Council meeting on August 14, 2025.

17. Approval of the minutes from the Special City Council meeting on August 22, 2025.

**Lodgers' Tax Request**

18. Approval of the Eastern New Mexico State Fair Lodgers' Tax Funding Request in the amount of $20,000 for Sponsorship.

**NON-ACTION ITEMS (Information Items)**

19. Recognition of Adrianne Vigil (Girl Scout Troop 18044) Proper Disposal of the New Mexico State Flag -- NM House Bill 468

20. Employee Out-of-state Travel Per Resolution 24-55: All Out-of-State travel shall be communicated to the City Council before travel. Below is a list of employees traveling out of state by department. Memos for each department are attached. Chief Bateman presented this item.

We had two that we had to make up from last month, as we didn't get to put them on the timeline. Sergeant Brad Bailey went to Hutchinson, Kansas, for our leadership class, preparing for advancement in the department. Officer Willis and Barela attended the Night Vision Systems and

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Operations class in El Paso, Texas, to enhance their knowledge and understanding of the intricacies of night vision devices and weapon manipulation as part of the SWAT team. Lieutenant Fry is going to Scottsdale, Arizona, from September 14, 2025, to September 20, 2025. This class will enable us to continue training in-house instructors on the Taser. This allows us to keep taser instruction in-house to keep our officers from traveling. Sergeant Nguyen and Detective Santillan will be going to Prescott Valley, Arizona, from September 14th through the 20th, for another leadership course to prepare them for advancement in the department. They were supposed to go to Colorado, but switched classes. Officer Jimenez and Bolanos will be traveling to El Paso, Texas, from October 2nd through October 3, 2025. To help fellow officers and first responders with mental health and wellness, they're part of the peer support team. They advance their qualifications in that. The last one is October 8th through the 12th. We have seven members of our SWAT team who will be going to a SWAT competition in Scottsdale, Arizona, competing against other teams. But it also puts them in real-life scenarios, real-world scenarios to help them train, which comes to the forefront of what happened two weeks ago here in Roswell, where they were met with automatic gunfire. So I think it's a very valuable training.

**PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS**
In order to speak, you must sign up prior to the Council Meeting.

Chuck and Gena Dwyer discussed the serious problem with homelessness along Main Street and the impact it has on businesses and the community.

Jeneva Martinez talked about the Quality of Life Grant for the skate park. Tori Hornick spoke on the skate park.

3. Approval of the Commercial Operation Application for use at the Roswell Air Center. Hess Yntema presented this item.

**BACKGROUND**: Initiated by Bobbi Thompson. The Air Center currently has individuals or companies working on-site who do not have any contracts. This document provides legal and insurance protections from those individuals to the city.

**FOR THE RECORD**: Councilor Moore left the meeting at 7:04 pm and returned at 7:10 pm.

**MOTION**: Councilor Heldenbrand made a motion to approve the Commercial Operation Application for use at the Roswell Air Center. Councilor Cavin was the second.

**AMENDED MOTION**: Councilor Arnold made a motion to amend the commercial operation application for use at the local air center, with a fee of $100.00 for the initial application and $50.00 for renewal (page 9 of the agenda). Councilor Corn was the second.

**ROLL CALL MOTION TO AMEND:**

| | |
|---|---|
| Juliana Halvorson | no |
| Cristina Arnold | yes |
| Will Cavin | no |

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| | |
|---|---|
| Juan Oropesa | no |
| Darrell Johnson | no |
| Angela Moore | no |
| Ed Heldenbrand | no |
| Christopher Cortez | no |
| Robert Corn | yes |
| Carlos Marrujo, Jr. | no |

Motion failed: 2-8

**ROLL CALL:**

| | |
|---|---|
| Juliana Halvorson | yes |
| Cristina Arnold | no |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Darrell Johnson | yes |
| Angela Moore | yes |
| Ed Heldenbrand | yes |
| Christopher Cortez | yes |
| Robert Corn | yes |
| Carlos Marrujo, Jr. | yes |

Motion passed 9-1

**PUBLIC HEARING(S)**

21. Ordinance 25-05: Hold a public hearing to consider adopting proposed Ordinance 25-05: Amending Chapter 2 of the Roswell City Code Regarding City Auditor Appointment. Hess Yntema presented the item.

**MOTION**: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting proposed Ordinance 25-05: Amending Chapter 2 of the Roswell City Code Regarding City Auditor Appointment. Councilor Cortez was the second.

**IN FAVOR**: none
**OPPOSED**: none

**ROLL CALL:**

| | |
|---|---|
| Juliana Halvorson | yes |
| Cristina Arnold | yes |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Darrell Johnson | yes |
| Angela Moore | no |
| Ed Heldenbrand | yes |

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| | |
|---|---|
| Christopher Cortez | yes |
| Robert Corn | yes |
| Carlos Marrujo, Jr. | yes |

Motion passed: 9-1

**CLOSED SESSION**

22. Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, and pertaining to union negotiations.

Councilor Halvorson made a motion that the Council go into closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, and pertaining to union negotiations. Councilor Cavin was the second.

**ROLL CALL:**

| | |
|---|---|
| Juliana Halvorson | yes |
| Cristina Arnold | yes |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Darrell Johnson | yes |
| Angela Moore | yes |
| Ed Heldenbrand | yes |
| Christopher Cortez | yes |
| Robert Corn | yes |
| Carlos Marrujo, Jr. | yes |

For the record, the Council is back in open session at 8:07 pm; we had a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, and pertaining to union negotiations. No action was taken, and no votes were cast.

**CITY MANAGER REPORTS/ANNOUNCEMENTS**

The city manager briefly reported that Roswell and southeast New Mexico can be proud of the successful opening of the air races. Over the past 20 days, multiple city departments and other contributors have worked tirelessly on preparations, including the airfield, utilities, and logistics. The positive feedback from pilots highlights the course's safety and speed, while fans enjoy the clear view. Organizers appreciate the vendor space, and the event attracted many enthusiastic volunteers. Thanks were given to the staff, the state's financial support, and dedicated citizens, whose efforts made the event a success. The Historical Society and Elks Club experienced strong merchandise sales, and appreciation was expressed for local businesses that provided support,

DRAFT

including a notable print shop. The contribution of city staff to infrastructure was lauded. The city manager also acknowledged Tony for preparing the budget and thanked everyone for attending.

**ADJOURNMENT**

Meeting adjourned at 8:13 p.m.

Approved on this 11th day of September 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

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**Regular City Council Meeting**
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A **CONTACT:** Hessel Yntema
**CHAIR:** Juliana Halvorson

**Summary:**
Employee Out-of-State Travel (Amalia Martinez)

## Attachments

Roswell Police Out-of-State Travel

# Roswell Police Department

CHIEF LANCE BATEMAN

**MEMORANDUM**
**To:** City Council Members
**From:** Deputy Chief Alberto Aldana
**Date:** September 29th, 2025
**Subject:** Notification of Out-of-State Training for Department Personnel

---

Dear Council Members,

The following personnel are scheduled for out-of-state training.

1. **Patrick Silvas**
   - **Rank/Position:** K9 Officer
   - **Training Program:** Hands-on Criminal Interdiction Workshop
   - **Location:** Southlake, Texas
   - **Dates:** October 14th, 2025 – October 17th, 2025
   - **Purpose/Objective:** This course will assist in gaining the skills and knowledge to better perform his job, as it is essential to be able to identify hidden compartments, as the criminals who transport/use narcotics like to hide them from us.
2. **Trong Nguyen, Narciso Santillan, Bryan Barela, Danny Flott, Steven Willis, Alex Barleen, Nicolas Berumen**
   - **Rank/Position:** SWAT Team Members
   - **Training Program:** SWAT Competition
   - **Location:** Conroe, Texas
   - **Dates:** October 8th, 2025 – October 12th, 2025
   - **Purpose/Objective:** To simulate real-world scenarios to improve intelligence and endurance, and bring back training to the department.

---

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Deputy Chief Alberto Aldana

128 West Second Street, Roswell, NM, 88201 Phone 575 624-6770 Fax 575 622-5574

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 23.
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A
**CONTACT:** Hessel Yntema **CHAIR:** Juliana Halvorson

## ACTION REQUESTED:
Hold a public hearing and vote on whether to uphold the condemnation under Resolution 25-46 of property located at 603 W. Van Buren, Myers Rediv Block 1 Lot 11 (Halvorson/Yntema)

## BACKGROUND:
**Initiated by: Cecelia Goetz**

On September 11, 2025, the City Council adopted Resolution 25-46, which deems certain structures to be in a state of disrepair to constitute a dangerous building under Roswell City Code Sec. 16-2. Under that section, an owner may appeal that decision to the City Council, which should provide a hearing to hear evidence as to whether to uphold or rescind the Resolution.

## FINANCIAL CONSIDERATION
If upheld, future cost to the City would be in the form of cost of removing the structure which would be placed as a lien on the property.

## LEGAL REVIEW:
As a public hearing, the Council must act in a quasi-judicial capacity. The Council acts as a fact-finding body that may consider only the evidence presented in the hearing and should observe such procedures as necessary to preserve the rights of all involved to be heard, present evidence, and obtain a fair decision. During the appeal, City staff acts as advocates.

## BOARD AND COMMITTEE ACTION:
No board or committee action.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Appeal Hearing - 603 W Van Buren

ROSWELL
New Mexico

City Clerk

October 1, 2025

Article # 9589 0710 5270 0334 9649 74

Cecelia Goetz
1611 S. Missouri
Roswell, NM 88203

RE: Protest Hearing – 603 W. Van Buren (Myers Rediv Block 1 Lot 11)

Ms. Goetz,

In accordance with the Roswell City Code Sec. 16-12, I have received your letter of protest. The Protest Hearing will be held by the Governing Body of the City of Roswell, New Mexico, on Thursday, October 9, 2025, at 6:00 pm. The Protest Hearing will take place at the regular City Council meeting, located at the Chaves County Administrative Center, #1 St. Mary's Place, Roswell, NM 88203.

Sincerely,

Amalia Martinez
City Clerk

cc: h.yntema@roswell-nm.gov;
j.vickers@roswell-nm.gov

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6202
FAX: 575.624.6709
roswell-nm.gov

September 23, 2025

City of Roswell

Community Development

Roswell, City Clerk

I Cecelia Goetz object. I feel I am being treated unfairly in the matter of 603 W. Van Buren, Roswell, NM. When it is not falling apart and no record of police reports being made. The property has not been neglected or abandoned.

Recent work that has been completed:

1) New roof and facia has been replaced all around
2) Carport has been repaired

The interior is in the process of being cleaned and cleared out for repairs to be made. This property is near the Missouri Avenue school and would be a good property for a family to own when the property has been fully restored.

It takes time for repairs to be made and budgeted for on a project like this, especially when the economy is what it is.

Cecelia Goetz

1611 S. Missouri

Roswell, NM 88203

RECEIVED

SEP 23 2025

CITY CLERK
ROSWELL, NM

RESOLUTION 25-46

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

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

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his

protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date
of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED, AND APPROVED 11th day of September 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

| Location | Condition | Name |
|---|---|---|
| 901 E DEMING ST<br>BARNETTS Block 5 Lot ALL<br>Legal Summary MBL HOME<br>TITLE 65226MHB SERIAL<br>CRHTX2194 YEAR 1995 MAKE<br>CRESTRIDGE/280 SIZE 16 X 80 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | ALICE J BASINGER<br>714 GEORGIA RD<br>ROSWELL, NM 88203 |
| 510 E ALBUQUERQUE ST<br>SOUTH ROSWELL<br>Block 32 Lot 9 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | JOSE L CASTILLO<br>1608 55TH ST NW<br>ALBUQUERQUE, NM 87105 |
| 303 E ALBUQUERQUE ST<br>SOUTH ROSWELL<br>Block 19 Lot 6 AND Lot 8<br>DOC# 202500450 REC | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | LISET SOLIS CHAVEZ;<br>GILBERTO CHAVEZ BARRERA<br>2544 DON GREGORIO RD SW<br>ALBUQUERQUE, NM 87105 |
| 409 E 4TH ST<br>LEA Lot 14 W 93'<br>Quarter SW<br>S 33 T 10S R 24E | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | CAMERON, RICHARD DALE II;<br>CAMERON, SHERRY ILENE<br>412 E 4TH ST<br>ROSWELL, NM 88201 |
| 707 S MISSOURI AVE<br>ALAMEDA HEIGHTS<br>Block 14 Lot 2 And Lot 3 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | DI PONZIO, JOHN T<br>55 MAIN ST<br>BLACKSTONE, MA 01504 |
| 1210 S LEA AVE<br>SOUTH HIGHLANDS<br>REDIVISION Block 19A<br>Lot 2 AND Lot 4 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | EARLE, JOSHUA JEFFREY<br>2313 N MESA AVE<br>ROSWELL, NM 88201 |
| 218 E CONNER ST<br>KEITHS SOUTHSIDE 2<br>Block 5 Lot 29 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | RANGEL, BELEN<br>2804 SERENATA DR<br>ROSWELL, NM 88201 |
| 603 W VAN BUREN ST<br>MYERS REDIV<br>Block 1 Lot 11 | Dilapidated/<br>Deterioration<br>Open To Public,<br>Inadequate Maintenance | GOETZ, CECELIA<br>1611 S MISSOURI AVE<br>ROSWELL, NM 88203 |

901 E DEMING ST






510 E ALBUQUERQUE ST






303 E ALBUQUERQUE ST






409 E 4TH ST






707 S MISSOURI AVE






1210 S LEA AVE






218 E CONNER ST





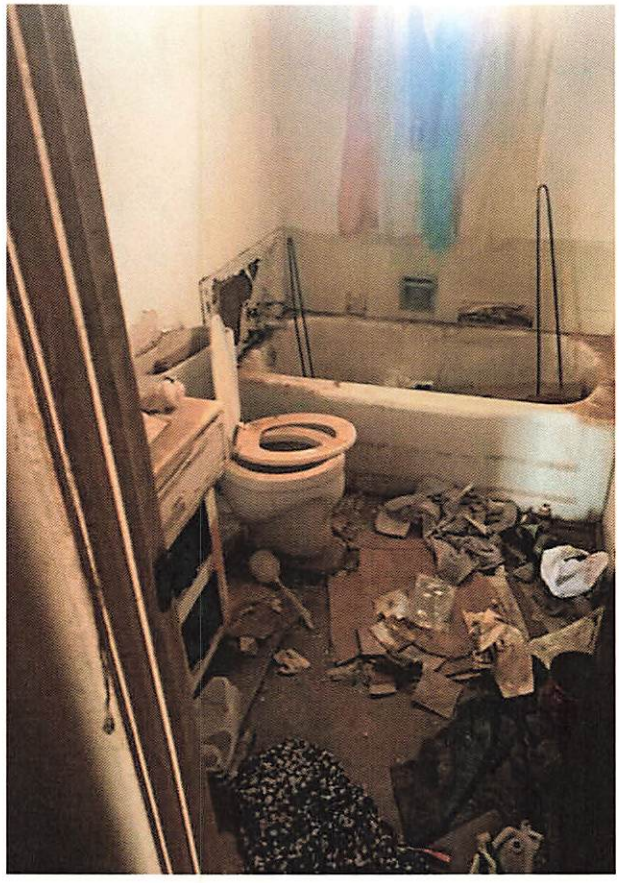

603 W VAN BUREN ST (Page 1 of 2)

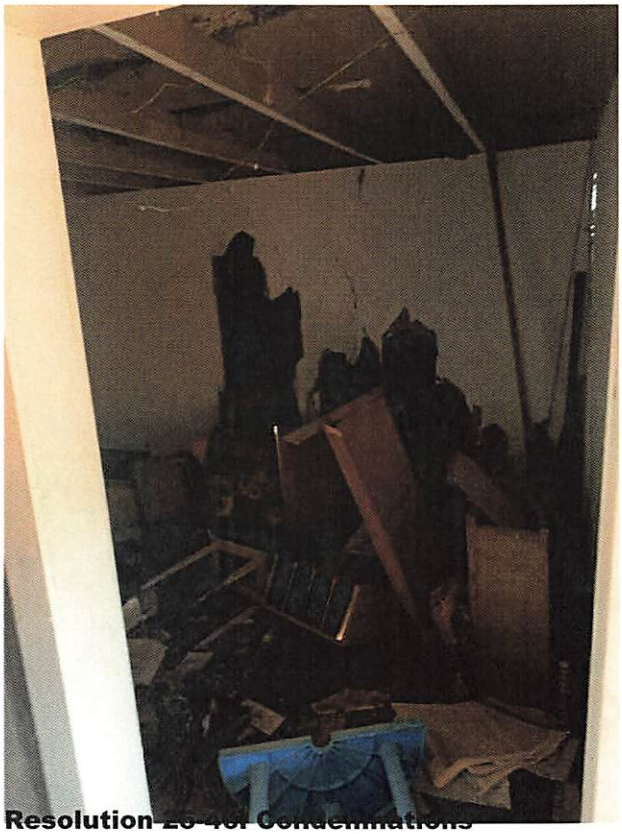


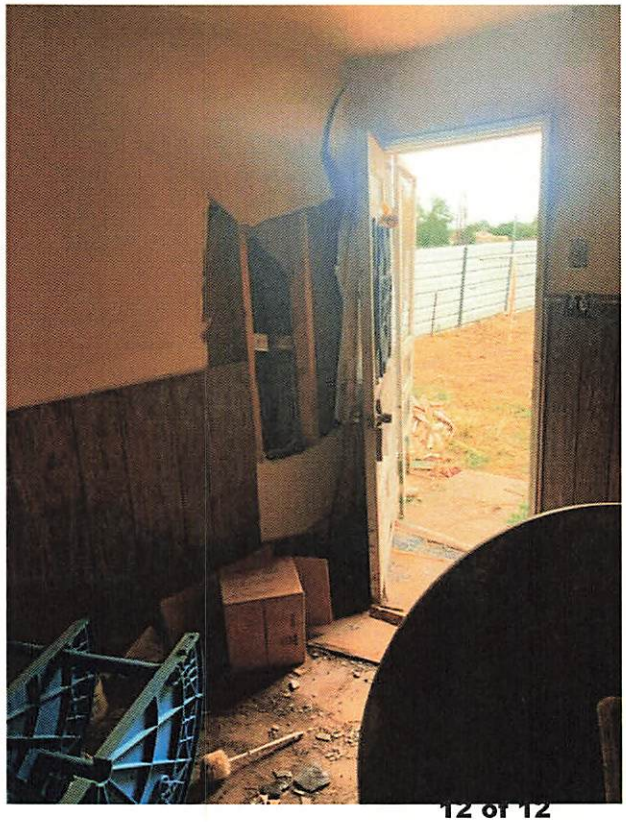



Continued 603 W VAN BUREN ST (Page 2 of 2)







ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 24.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Juliana Halvorson

## ACTION REQUESTED:
Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, pertaining to union negotiations. (Halvorson/Yntema)

## BACKGROUND:
**Initiated by: Hess Yntema**

Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, pertaining to union negotiations. (Halvorson/Yntema)

## FINANCIAL CONSIDERATION
There are no financial costs.

## LEGAL REVIEW:
Pursuant to NMSA 1978, § 10-15-1(H) & (I), a majority of a quorum of the City Council may vote to enter closed session, to discuss a narrow range of topics. No action may be taken during the closed session.

## BOARD AND COMMITTEE ACTION:
There is no board or committee review.

## STAFF RECOMMENDATION:
Proceed as presented.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 25.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approve a budget adjustment up to $127,934.00, inclusive of a lease extension for the current location for $21,794; repairs, maintenance, and utilities estimated at $45,000; and approval of a purchase order for $61,140 for the lease of the Air Center property for collections, storage, and staff. (Corn/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:
The Finance Committee recommended approval 5-0 at their meeting on October 2, 2025.

## 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**<br>LABOR TO DIAGNOSE NORTHWEST 1ST FLOOR HVAC SYSTEM ON BUILDING 1081 | 40 | $4,200.00 |
| **COMMERCIAL PLUMBING LABOR RATE**<br>LABOR TO DIAGNOSE PLUMBING SYSTEM ON BUILDING 1081 | 20 | $2,100.00 |
| **DRAIN TIGER COMMERCIAL LABOR RATE**<br>LABOR TO RUN THE SEWER SNAKE IN DRAIN LINES AT BUILDING 1081 | 4 | $800.00 |
| **DRAIN CAMERA COMMERCIAL REGULAR RATE**<br>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
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 26.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center. (Heldenbrand/Sanchez)

## BACKGROUND:
**Initiated by: Michelle Sanchez/Hess Yntema**

New Mexico Historical Air Museum requests to enter into a 3-year lease for AOA Land Parcel consisting of 166,037 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2028.

## FINANCIAL CONSIDERATION
Tenant agrees to pay the Landlord as rent the sum of $16,603.70 for the first year of the lease period.

## LEGAL REVIEW:

## BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval (5-0) at their meeting on September 25, 2025, to send to full council.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Air Museum FINAL

# MUNICIPAL PROPERTY USE AND LAND LEASE AGREEMENT

THIS PROPERTY USE AND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and New Mexico Historical Air Museum, Inc., a nonprofit corporation organized and existing under and by virtue of the laws of the State of New Mexico ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

WHEREAS, City and Lessee are party to that certain New Mexico Historical Air Museum Agreement, dated February 1, 2025, which includes as Exhibit A the "Agreement for Airport Access" (the "New Mexico Historical Air Museum Agreement"), pursuant to which Lessee may construct a roadway and gate at the Roswell Air Center (the "Airport") to transport aircraft at the Airport for museum purposes, and not for regular operation, to and from its property, located adjacent to the Airport, through an Airport-controlled access gate;

WHEREAS, City has agreed to lease to Lessee the real property described below, together with the improvements thereon, in the City of Roswell in Chaves County, New Mexico, for the purpose of constructing and operating a roadway as further described in the New Mexico Historical Air Museum Agreement and Lessee has agreed to lease said real property and improvements from City.

WHEREAS, the Parties desire to enter into this Lease to set out the terms and conditions for such lease and use of the Leased Premises.

NOW THEREFORE, for and in consideration of the mutual obligations, covenants and agreements hereinafter set forth, City and Lessee agree as follows, to wit:

## ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, City hereby leases to Lessee, and Lessee does hereby accept and lease from City in its current condition, as more specifically described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises"), including the surface only to the following real property, together with and other ancillary improvements located thereon:

| |
|---|
| AOA Land Parcel consisting of 166,037 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises). |

As set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any

kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

The rights granted herein are subject to all valid and existing rights in the Leased Premises.

**ARTICLE 2 – TERM**

2.01 Lessee shall lease the Leased Premises for three (3) years with the option to extend for successive periods of three (3) years on the same terms and conditions upon the expiration of the then-current term, which is known as the "Lease Period," unless terminated, relinquished or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time, provided that Lessee surrenders the Leased Premises in compliance with this Lease.

**ARTICLE 3 – RENT**

3.01 Lessee agrees to pay to City as rent $0.10 per square foot of Leased Premise annually, for a total sum of $16,603.70 for the first year of the Lease Period. Thereafter, the rent will be adjusted annually by the lesser of CPI or 3%. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due within 30 days of receipt of an undisputed invoice, Lessee shall pay to City an additional 2% finance charge, as a penalty, until the full amount of that year's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction or setoff of any kind except as herein specifically provided. **ARTICLE 4 – SECURITY DEPOSIT OR BOND**

4.01 SECURITY DEPOSIT. Lessee has paid the amount of $8,301.85 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination or relinquishment of this Lease toward (a.) payment for rent or penalties due City, (b.) reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and (c.) the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination, relinquishment or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination, relinquishment or expiration of this Lease.

**ARTICLE 5 – CONDITION OF LEASED PREMISES**

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition

"as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. Lessee agrees that the Leased Premises are in good repair and condition except as noted herein. Lessee agrees that, at the expiration of the term hereof, it shall deliver the Leased Premises to City in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

**ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES**

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of constructing and maintaining a roadway and gate to transport aircraft at the Airport to and from its property through an Airport-controlled access gate as further described in the New Mexico Historical Air Museum Agreement. No other uses shall be permitted unless agreed in writing by the Parties.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events, except to the extent caused by the gross negligence or willful misconduct of the City. Such liability for the City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 414-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any nonpublic utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a nonlesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

c. City shall be a reasonable judge of the quality of maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Lessees in comparable facilities. If said maintenance is not undertaken by Lessee within ten (10) days after the date City gives Lessee written notice of corrections needed, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be the cost for parts and labor and borne by Lessee.

d. Except to the extent stated otherwise in this Lease, Lessee shall not make any alterations to the Leased Premises or improvements placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby preapproves any alterations or improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

6.03 HAZARDOUS MATERIALS. Lessee shall conduct all of its activities in compliance with all applicable environmental laws, rules, and regulations and any other applicable laws and regulations applicable to the Lessee's use of the Leased Premises.

a. Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Leased Premises, Lessee and its agents, or contractors shall be strictly liable to City, jointly legally and financially responsible and will incur direct liability pursuant to all applicable environmental laws.

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable and documented attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this

paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

The liability of the City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

c. If there is a violation of any environmental laws concerning the presence, use, generation, storage or other management of hazardous materials on the Leased Premises caused by the Lessee, Lessee shall at its cost promptly take such action as is necessary to mitigate and correct the violation.

d. The foregoing indemnity shall survive the expiration or earlier termination or relinquishment of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising therefrom.

## ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Failure to have an appropriate current license or permit for Lessee's conduct of business shall be a breach of this Lease. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

## ARTICLE 8 – LIEN

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements, fixtures, and equipment placed on the Leased Premises, owned by Lessee.

## ARTICLE 9 – PERSONAL PROPERTY

All personal property and fixtures of Lessee in or on the Leased Premises shall be kept at the sole risk of Lessee, and City shall not be liable for any damage thereto or to Leased Premises or to Lessee for interruption of business or otherwise, provided that City shall be liable for its gross negligence and willful misconduct. Lessee hereby waives all causes or rights of recovery against City, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Leased Premises or to consequential loss arising therefrom caused by fire or other casualty. The liability of The City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq. **ARTICLE 10 – IMPROVEMENTS**

10.01 Lessee may place on the Leased Premises a paved or unpaved roadway and an access gate as described in the New Mexico Historical Air Museum Agreement.

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.03 Ownership Of Improvements, Improvement Removal And Reclamation. Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements sixty (60) days before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. Notwithstanding anything to the contrary herein, so long as improvements are maintained to the standards contained in paragraph 6.01 above, City shall not order the removal of those improvements and shall keep all improvements intact at least through the term of the New Mexico Historical Air Museum Agreement. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

10.04 Equipment. Except as otherwise provided herein, Lessee shall have the right to install such equipment as may be necessary to conduct of its business on the Leased Premises; and at

the expiration or termination of the Lease, Lessee shall have the right to remove all of such equipment installed by Lessee that is removable without damage to the Leased Premises.

10.05 Signs And Advertising. Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises without first obtaining the written approval of City, such approval not to be unreasonably withheld.

**ARTICLE 11 – RELINQUISHMENT**

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least ninety (90) days prior to the date on which the Lessee requests the relinquishment to go into effect. The City's approval of relinquishment shall not be unreasonably withheld. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid but shall not be responsible to make any additional payments after providing notice of relinquishment. **ARTICLE 12 – ASSIGNMENT**

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Paragraph 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions. The City's approval of an assignment shall not be unreasonably withheld.

**ARTICLE 13 – SUBLEASE**

Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written approval of City to permit such sublease. Any sublease without City's approval shall be null and void. City may condition such approval upon an increase in the rent amount and the modification or addition of other Lease provisions, however any such modification or addition to the Lease shall not be unreasonable. The City's approval of a sublease shall not be unreasonably withheld.

**ARTICLE 14 – COLLATERAL ASSIGNMENT**

Any attempt to collaterally assign or leasehold mortgage Lessee's interest in this Lease, or in any Improvements, is void and will not vest the purported Lender with any right, title, interest, claim or privilege with respect to this Lease or Improvements absent prior approval in writing by City.

**ARTICLE 15 – WAIVER**

No employee or agent of City has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by City of any of the terms, conditions, or

covenants hereof shall be effective unless in writing and executed by City. City's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of City to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or City's right to thereafter enforce each and every such term, condition, and covenant.

**ARTICLE 16 – WAIVER, RELEASE AND PROTECTION OF THE LEASED PREMISES**

Lessee is leasing the Leased Premises based on Lessee's own inspection and investigation of and judgment regarding the Leased Premises. City makes no warranties or representations of any kind or nature with regard to the Leased Premises or with regard to this transaction.

If accidental discharge, release, spill, or fire or any other event having environmental consequence occurs, Lessee agrees to provide notice to City at the same time and in the same manner as Lessee is required to provide to the federal, state or local agency having responsibility for enforcing compliance with environmental laws, regulations and policy. Lessee agrees that, upon request by City, City shall have access to all reports, documents, test data, and all other materials provided by City to or received by Lessee from a governmental agency having responsibility for enforcing compliance with environmental or other laws.

In the event City is required to incur any cost or expense to enforce the provisions of this lease, including but not limited to consultants, engineers, soil, air or water sampling and attorneys' fees and costs, Lessee shall be liable for and reimburse City for said costs and expenses.

**ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.**

17.01 LIABILITY. City shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Leased Premises in connection with or arising out of Lessee's operations and use of the Leased Premises, except to the extent caused by the willful misconduct or gross negligence of City.
The liability of The City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or

restoration costs arising out of, alleged to arise out of or indirectly connected with a) the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, *provided that* City is not at fault. In the event that any action, suit or proceeding is brought against Lessee in connection with this Lease, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

The City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of that party's employees, officers or agents. The liability of The City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

Lessee further agrees that its obligation to indemnify, defend and hold harmless City shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease.

17.03 INSURANCE. Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Lease are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent three (3) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

**A. General Liability Insurance**

Lessee shall carry and maintain, at Lessee's cost and expense, a policy of commercial general liability insurance (in the broadest form then available in New Mexico) that names the City as an insured party or additional insured party protecting the City against claims for bodily injury, personal injury, death and property damage. These required coverages may be provided by one or more policies. Such insurance must include coverage for all exposures arising from Lessee’s operations, and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Lease, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Lease. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or

City-leased property and City personnel, and caused by or resulting from work, acts operations or omissions of Lessee.

Such insurance must specifically provide coverage for the City and its employees and agents in minimum amounts of $2 million dollars ($2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars ($2,000,000.00) per occurrence for bodily injury, personal injury or death; and $2 million dollars ($2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq. and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

**B. Property Coverage**

In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees and agents in amounts Lessee finds sufficient but in no case shall such property insurance coverage be for less than one hundred percent (100%) Replacement Cost of Improvements on an Agreed Value Basis. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property, including improvements, and City shall be named as an additional insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

22.5. Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all requirements set forth herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

(1) Contractual liability

(2) Bodily Injury and Property Damage liability

(3) Premises operations

(4) Personal injury

(5) Advertising injury

(6) Fire legal liability

(7) Medical expense

(8) Independent contractor/consultants/subcontractor/consultants

(9) Products – completed operations

(10) Pollution Liability

(11) Additional insured endorsement (primary& non-contributing in favor of City)

(12) Waiver of subrogation in favor of City

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurer are unacceptable to City. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than nonpayment of premium, or in the event of any adverse, material change of any insurance required by this Lease effected by the insurance carrier providing such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

Air Center Manager
1 Jerry Smith Circle
Roswell, New Mexico 88203

City agrees to waive its rights of subrogation that it may have against Lessee in the event Lessee's insurance providers pay insurance proceeds to City based on any act or failure to act by Lessee.

**ARTICLE 18 – DEFAULT AND CANCELLATION**

Upon either Party's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, the other Party may cancel this Lease after providing sixty (60) days' written notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of the intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order to enforce the lease cancellation sixty (60) days after the mailing of the notice if the breaching Party has not cured the default to the

non-breaching Party's satisfaction within said sixty (60) day period. The Parties agree that if a court of competent jurisdiction determines that one Party has breached any of the terms, conditions or covenants of this Lease, the breaching Party shall pay the costs incurred by the non-breaching Party in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease, the nonbreaching Party also shall have all remedies available at law or equity.

## ARTICLE 19 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as reasonably determined by City, there shall be no reduction of rent.

City shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Lessee.

## ARTICLE 20 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon, including but not limited to all applicable federal and state laws governing water, endangered or threatened species, hazardous materials, environmental protection, land use, health and safety, cultural, historic or archeological/paleontological properties, waste, trespass, including all applicable federal, state, or local law or regulations that may be promulgated after the effective date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

## ARTICLE 22 – AMENDMENT

This Lease shall not be altered, changed, or amended except by an instrument executed by both City and Lessee.

**ARTICLE 23 – APPLICABLE LAW**

This Lease shall be governed by the laws of the State of New Mexico.

**ARTICLE 24 – SUCCESSORS IN INTEREST; THIRD PARTIES**

All terms, conditions and covenants of this Lease and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and City. There are no third-party beneficiaries of this Lease.

**ARTICLE 25 – BANKRUPTCY**

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, City shall have the option to pursue with the Court having jurisdiction all remedies to which City may be entitled in law or equity. In no event shall Lessee's interests in this Lease be deemed to be an asset of Lessee.

**ARTICLE 26 -- HOLDOVER**

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, except to the extent contemplated otherwise in Section 10.03, the rent due City for such entry or presence shall be prorated for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

**ARTICLE 27 – NOTICES** The

Addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

New Mexico Historical Air Museum, Inc.
Michael J. Hershman c/o Amy Vernazza
9 West 57th Street, 27th Floor

New York, New York 10019
Phone: (212) 715-0207
Email: mhershman@solovievgroup.com

**ARTICLE 28 – RULES OF CONSTRUCTION**

(a) The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(b) All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

**ARTICLE 29 – CALCULATION OF TIME**

Any time period calculated by reference to "days" means calendar days unless expressly otherwise stated; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be first day following that is not a Saturday, Sunday, or such observed holiday.

**ARTICLE 30 – STATUS OF CITY**

Lessee acknowledges that City is a governmental entity which manages the Leased Premises pursuant to state law.

**ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT**

This Lease and the New Mexico Historical Air Museum Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the Parties having been incorporated in them. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease and the New Mexico Historical Air Museum Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein and in the New Mexico Historical Air Museum Agreement.

IN WITNESS WHEREOF, this Lease is executed the __ day of _____, 20__.

For City

_____

By: Chad Cole, City Manager

_____

By: Hessel Yntema, City Attorney

For Lessee:

New Mexico Historical Air Museum, Inc.

_____

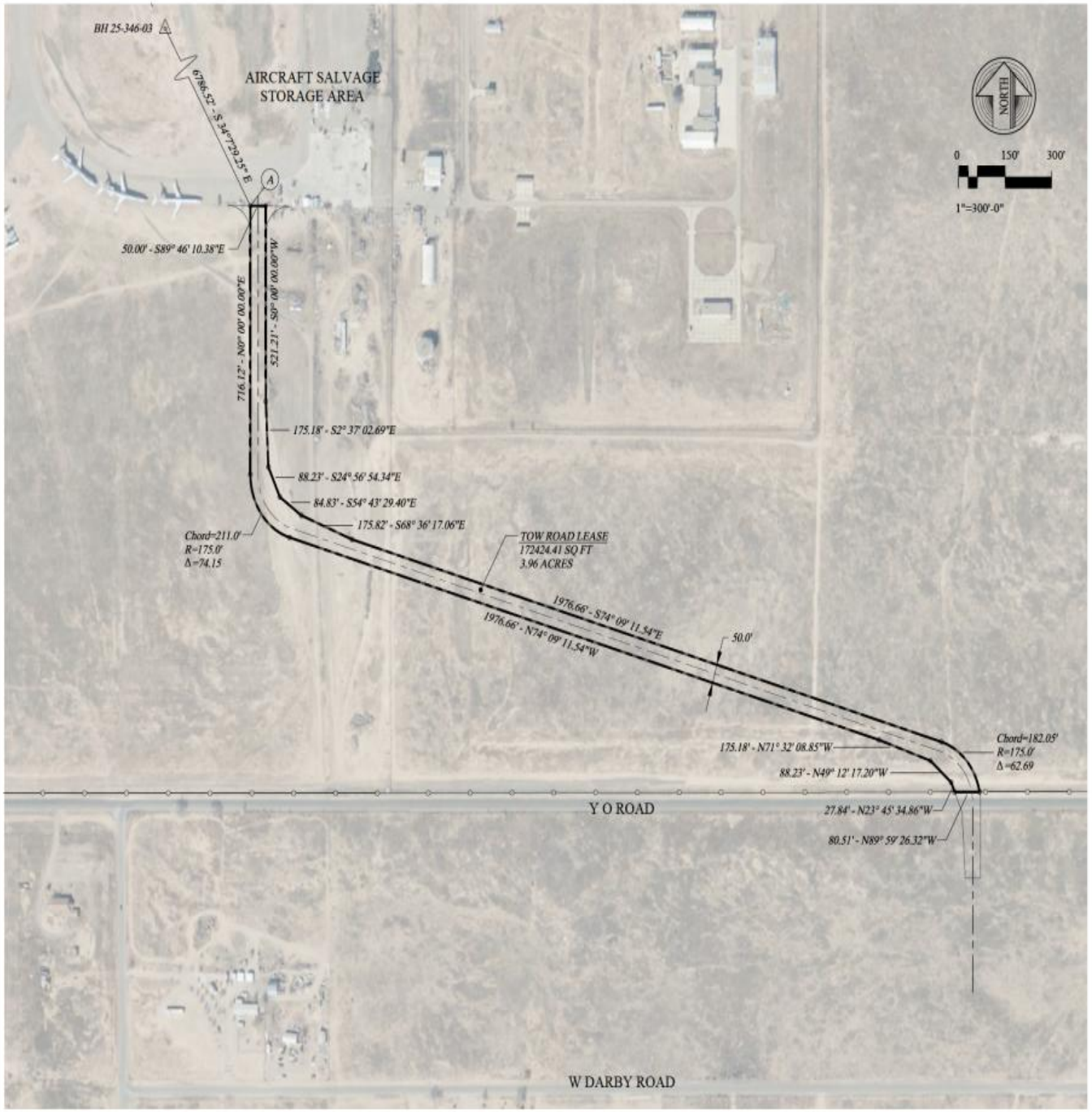
By: Michael Hershman
Its: Vice President

ATTEST:

_____

Amalia Martinez, City Clerk

Exhibit A




## LEASE DESCRIPTION

Beginning at the Northwest corner of the lease, identified as (A), which lays approximately S 34°7'29.25" E a distance of 6786.52' from a survey control cap "BH-25-346-03".

Thence: S 89° 46' 10.4" E for a distance of 50.00' feet to a point on a line.
Thence: departing from said point S 00° 00' 00.00" W a distance of 521.21' feet to a point on a line.
Thence: departing from said point S 02° 37' 02.69" E a distance of 175.18' feet to a point on a line.
Thence: departing from said point S 24° 56' 54.34" E a distance of 88.23' feet to a point on a line.
Thence: departing from said point S 54° 43' 29.40" E a distance of 84.83' feet to a point on a line.
Thence: departing from said point S 68° 36' 17.06" E a distance of 175.82' feet to a point on a line.
Thence: departing from said point S 74° 09' 11.54" E a distance of 1976.66' feet to the beginning of a curve, said curve turning to the right through an angle of 62° 41' 09.7", having a radius of 175.00' feet, and whose long chord bears S 42° 48' 36.7" E for a distance of 182.05' feet, to a point of intersection with a non-tangential line.
Thence: N 89° 59' 26.32" W a distance of 80.51' feet, along the existing perimeter fence, to a point on a line.
Thence: N 23° 45' 34.86" W a distance of 27.84' feet to a point on a line.
Thence: N 49° 12' 17.20" W a distance of 88.23' feet to a point on a line.
Thence: N 71° 32' 08.85" W a distance of 175.18' feet to a point on a line.
Thence: N 74° 09' 11.54" W a distance of 1976.66' feet to the beginning of a curve, said curve turning to the right through an angle of 74° 09' 11.5", having a radius of 175.00' feet, and whose long chord bears N 37° 04' 35.8" W for a distance of 211.00' feet.
Thence: N 00° 00' 00.0" E a distance of 716.12' feet to the beginning, Northwest corner of said lease identified as (A)

The above described lease contains 3.96 Acres more or less.

NM HISTORICAL AIR MUSEUM
TOW ROAD LEASE

ROSWELL
Air Center (ROW)

ROSWELL INTERNATIONAL AIR CENTER (ROW)
1 JERRY SMITH CIRCLE
CITY OF ROSWELL, NEW MEXICO 88203

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 27.
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A
**CONTACT:** Hessel Yntema **CHAIR:** Juliana Halvorson

## ACTION REQUESTED:
Approval of the Scope of Work for RFP: Air Service Development for the Roswell Air Center (Halvorson/Thompson).

## BACKGROUND:
**Initiated by: Bobbi Thompson**

The City of Roswell seeks to solicit proposals from qualified commercial airlines to provide scheduled passenger air service at the Roswell Air Center. This RFP is intended to secure reliable, sustainable, and cost-effective air service that meets the needs of Roswell residents, businesses, and visitors, while also supporting economic development in the region.

The Scope of Work requires the selected Air Service Provider to:

Offer aircraft with 50 to 100 passenger seat capacity.
Provide at least 14 round-trips per week with daily service.
Submit proposals that include a codeshare agreement with United Airlines covering both the ROW--DEN and DEN--ROW markets. Proposals must specify whether the codeshare applies to connecting flights only, local service only, or both. If no codeshare agreement is offered, the provider must present a reasonable plan for accommodating self-connecting passengers.
Be willing to add capacity during the National Air Races.

## FINANCIAL CONSIDERATION
Funding will be provided through the previously awarded Small Community Air Service Development Program (SCASDP) federal grant to the Roswell Air Center. Additional funding is available through the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP), administered by the New Mexico Aviation Division.

## LEGAL REVIEW:
The City Attorney has reviewed the Scope of Work.

## BOARD AND COMMITTEE ACTION:
This item is presented to the City Council for consideration. This item was not brought to a board or a committee and was recommended by Mayor Jennings.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

1

**DRAFT SCOPE OF WORK**

CITY OF ROSWELL

# REQUEST FOR PROPOSALS

RFP: Click or tap here to enter text.

Air Service Development for Roswell Air Center (ROW)

RFP Issue Date:

**PROPOSAL DUE:**

**PURCHASING DEPARTMENT**
**425 N. RICHARDSON**
**ROSWELL, NM 88203**

# DRAFT SCOPE OF WORK

## PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell is soliciting proposals for the right and privilege of providing scheduled passenger air service at the Roswell Air Center (ROW) as an Air Service Provider under the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP) as described herein.

## BACKGROUND

The City of Roswell stands as the economic and cultural hub of Southeastern New Mexico. Known for its rich aviation history, diverse industries, and strong community identity, Roswell serves as a central point for commerce, education, healthcare, and tourism in the region. The Roswell Air Center (ROW), a former U.S. Air Force base, has developed into one of the largest and most versatile air centers in the Southwest.

ROW is home to commercial passenger service, aviation maintenance and storage facilities, cargo operations, aerospace testing, and is now the host of the National Championship Air Races. With its long runways, extensive airfield infrastructure, and central location, the Air Center has become a vital gateway for both business and leisure travel. Marketing studies and continued growth in the region indicate strong potential for expanded passenger air service to the west, complementing existing commercial service to the east, positioning ROW as a critical connector for Southeastern New Mexico.

## SCOPE OF WORK

The Air Service Provider shall offer jet aircraft with a seating capacity of 50 to 100 seats and provide at least fourteen weekly roundtrip flights with daily service between the Roswell Air Center (ROW) and Denver International Airport (DEN). The provider must also be willing to add capacity during the National Air Races held in September to meet increased demand.

Operations must occur in a sterile TSA environment, and proposals must outline operational and connection procedures required at hub airports. The City seeks proposals that include a United Airlines codeshare agreement covering both ROW–DEN and DEN–ROW markets. Proposals must specify whether the codeshare applies to connecting flights only, local service only, or both. If no codeshare agreement is included, the Air Service Provider must present a reasonable plan for facilitating passengers who self-connect. If the Air Service Provider does not operate in the main terminal at DEN, the proposal must describe access to passenger amenities, including other airlines, rental cars, taxi, or ride-share services.

Proposals must demonstrate schedules that maximize passenger connections at DEN to the extent possible. The provider shall establish competitive fares and leverage industry

best practices for inventory management of flights. A detailed cost structure scaled to the route and frequency must be provided, including any requested financial support such as a Minimum Revenue Guarantee (MRG), flat fee, or other model.

The Air Service Provider will be expected to commit to a minimum two-year service term renewed automatically, subject to the appropriation of funds by the City Council, if applicable. From year to year for three (3) consecutive one-year periods, unless terminated as herein provided, and to work with City of Roswell representatives and Airport staff on routes, schedules, costs, and pricing.

The Air Service Provider shall comply with all required FAA, TSA, NMDOT, and City permits, licenses, and certifications. Proof of carrier licensing in New Mexico is required. The provider must also supply weekly flight performance reports, monthly financial reports, and daily operational updates in the event of disrupted service. In addition, the provider will collaborate with the City of Roswell and partners on advertising and promotion of the service, including provision of annual round-trip tickets for marketing purposes. Finally, the Air Service Provider must acknowledge that the award of a rural air service contract under this RFP is subject to the award of a grant under the RASEGP to the City of Roswell.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 28.
**Meeting Date:** 10/09/2025
**COMMITTEE:** N/A
**CONTACT:** Hessel Yntema **CHAIR:** Juliana Halvorson

## ACTION REQUESTED:
Approval of the Scope of Work for RFP: Security Hold Room Facility at the Roswell Air Center. (Halvorson/Thompson)

## BACKGROUND:
**Initiated by: Bobbi Thompson**

The City of Roswell seeks to solicit proposals from qualified contractors to design and construct a security hold room facility at the Roswell Air Center (ROW). The facility will support current and future commercial airline operations by providing TSA-compliant, ADA-accessible secure passenger holding space.

The Scope of Work requires the selected vendor to design and construct a turnkey security hold room facility that includes:
Seating for 120 passengers
Two unisex restrooms with ADA-compliant stalls
Podium-style counter for airline gate operations
TSA-approved secure entry and emergency exit doors
CCTV security system fully integrated with the airport's system
Connection to the existing terminal secure areas in compliance with TSA and FAA requirements

The project will ensure the Air Center remains compliant with federal security requirements while expanding passenger service capacity.

## FINANCIAL CONSIDERATION
Funding is anticipated through available federal and state aviation grant programs.

## LEGAL REVIEW:
Contract will be reviewed by Legal upon award.

## BOARD AND COMMITTEE ACTION:
This item is presented to the City Council for consideration. This item was not brought to a board or a committee and was recommended by Mayor Jennings.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

1

**DRAFT SCOPE OF WORK**

CITY OF ROSWELL

# REQUEST FOR PROPOSALS

RFP: Click or tap here to enter text.

Security Hold Room Facility – Roswell Air Center

RFP Issue Date:

**PROPOSAL DUE:**

**PURCHASING DEPARTMENT**
**425 N. RICHARDSON**
**ROSWELL, NM 88203**

# DRAFT SCOPE OF WORK

## PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell is soliciting proposals from qualified contractors to construct a security hold room facility at the Roswell Air Center. The facility must meet TSA specifications, ADA standards, and be delivered turnkey, fully operational, and ready for immediate use.

## BACKGROUND

The Roswell Air Center (ROW) is a commercial service airport certified by the FAA under Part 139 to handle scheduled airline operations. TSA security screening and secure passenger holding areas are required for airline service at the Air Center. To support current and future passenger operations, the City of Roswell requires the construction of a security hold room facility located on the airside of the terminal. The facility must be constructed in full compliance with TSA specifications, ADA standards, and airport security requirements, and delivered as a turnkey, fully operational structure.

## SCOPE OF WORK

The proposer shall furnish all labor, materials, equipment, and services necessary to design and construct a security hold room facility at the Roswell Air Center. The completed facility must be provided as a turnkey project, fully operational and ready for use upon acceptance by the City.

The facility must be designed to accommodate seating for 120 passengers and include two unisex restrooms with two stalls each, constructed to meet all ADA accessibility requirements. Interior finishes shall include carpeted flooring and a podium-style counter for airline check-in or gate operations.

Security requirements include the installation of a TSA-approved entry door, an emergency exit, and integration with the existing terminal's secure hold areas. A CCTV system must be installed and fully integrated with the airport's security system. The structure must be connected to the existing terminal secure hold areas in a manner consistent with TSA and FAA specifications.

The proposer is responsible for providing all design services, construction, utility connections, inspections, and testing to ensure the facility is fully compliant with TSA, FAA, ADA, and all applicable federal, state, and local building codes. Proposals shall clearly specify the proposed size of the facility and include layout drawings to demonstrate compliance with these requirements.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 29.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approve 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. (Corn/Rogers)

## 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:
The Finance Committee recommended approval 3-2 at their meeting on October 02, 2025.

## 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<br>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<br>GL Account: 51004334 - 817508 $171,992.72<br><br>EDDY COUNTY RFP 24-02<br>********** GL SUMMARY **********<br>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 |

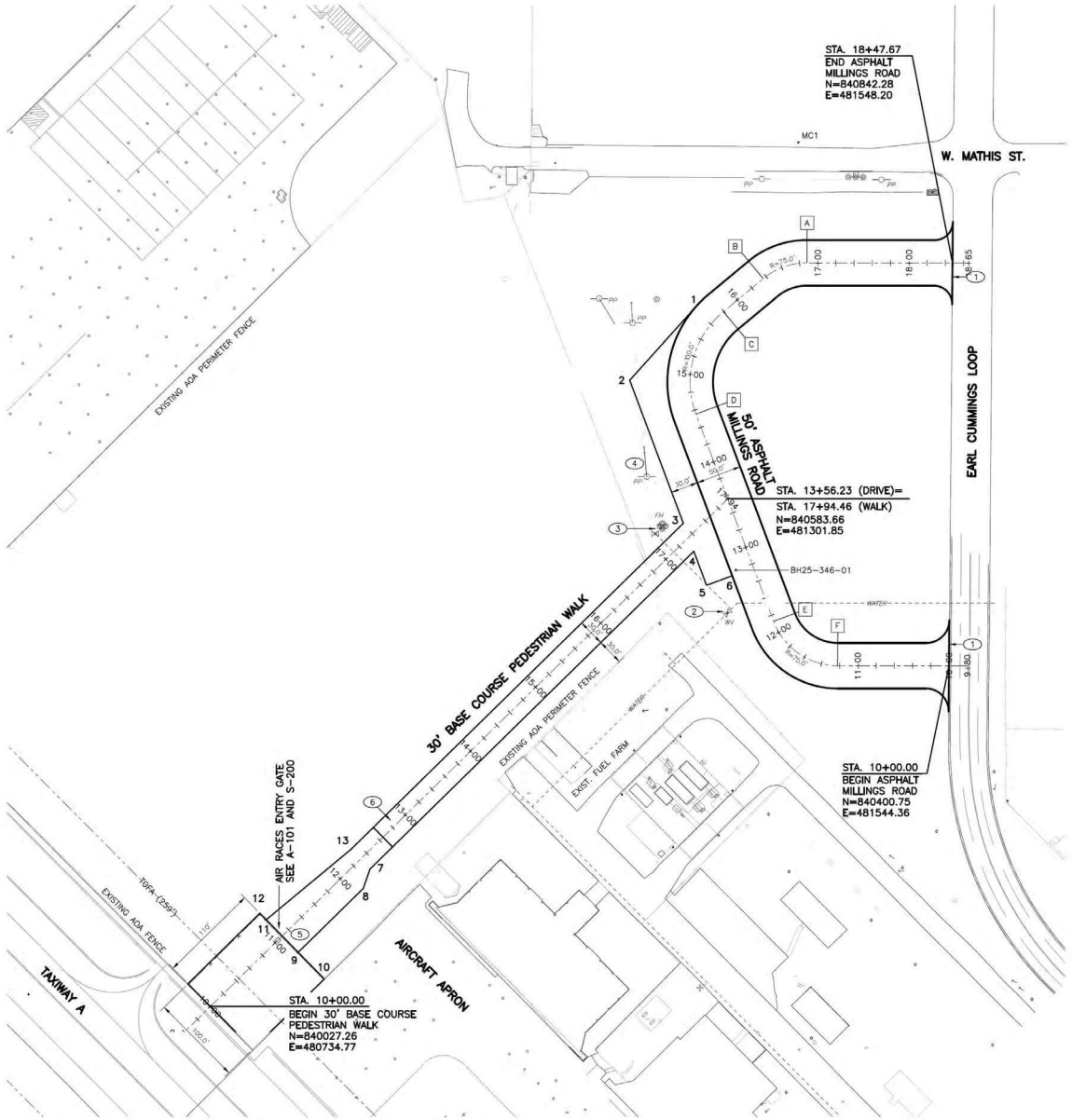
Sealing and Crack fill Notes (May not apply to all estimates):
All cleaning sweeping and debris removal is included unless noted above. Sand and latex added for durability. Crackfill is a estimate only, all cracks will be measured after completion.

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
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 30.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approve 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. (Corn/Rogers)

## 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:
The Finance Committee recommended approval 3-2 at their meeting on October 02, 2025.

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

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



# 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

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



**(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

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



**(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.

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



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

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



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.

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



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*****

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



**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** |

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



| 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** |

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



| 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** |

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



| 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** |

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



| 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** |

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



| 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** |
| | | | | | |

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



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

**Regular City Council Meeting** 31.
**Meeting Date:** 10/09/2025
**COMMITTEE:** Finance
**CONTACT:** Tammi Smith **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approve 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. (Corn/Rogers)

## BACKGROUND:
**Initiated By: Mac Rogers**

This request is a 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, 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:
The Finance Committee recommended approval 3-2 at their meeting on October 2, 2025.

## 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<br>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<br>GL Account: 51004334 - 817508 $77,321.86 | | | | |
| | STATEWIDE PRICE AGREEMENT 40-00000-24-00074 | | | | |
| | ********** GL SUMMARY **********<br>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**<br>J&G Electric Company, Inc.<br>New Mexico License #7408 | To: City of Roswell<br>Attention: Mr. Rogers |
|---|---|
| | From: James Dunn |
| | Date: 08-27-25 |
| 512 South Main Street<br>Roswell, NM 88203<br>Phone: (575) 622-0146<br>Direct: (575) 623-3391<br>Fax: (575) 622-4137<br>Email: jdunn@jandgelectricco.com<br>peteambs@jandgelectricco.com<br>brad@jandgelectricco.com<br>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.**

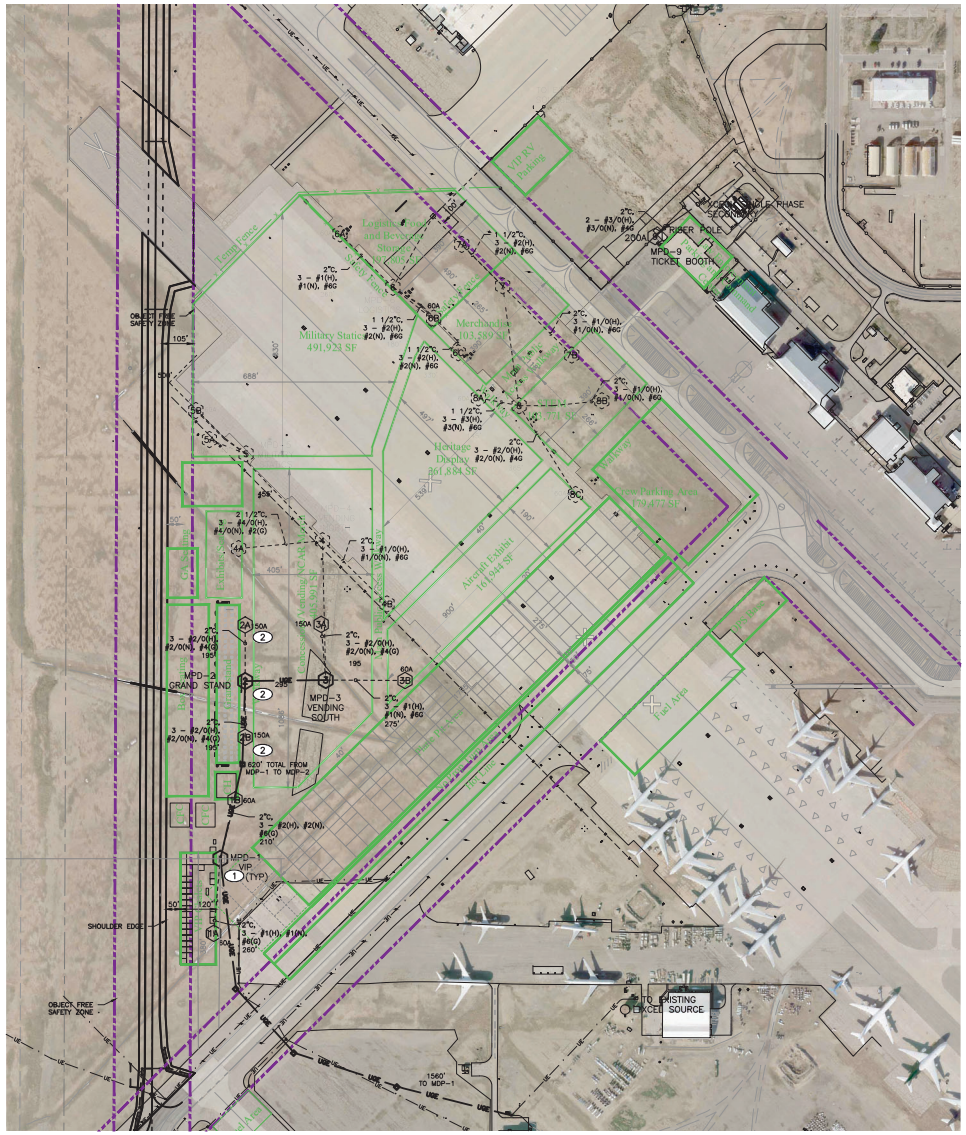
**QUALIFICATIONS: Coordinate with Xcel Energy. Follow Air Port Rules.**

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

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## Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## New Mexico Employees Health Coverage

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

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



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.

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



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*****

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



**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** |

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



| 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** |

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



| 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** |

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



| 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** |

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



| 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** |

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



| 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** |
| | | | | | |

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



| 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 *****

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