SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF 3
(Bid No. 14-15-065)

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the LCU Plumbing Services Service Agreement (Agreement) dated November 1, 2014 between the City of Las Cruces (City) and Robb Enterprises, Inc. DBA Las Cruces Roto Rooter (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin November 1, 2015 and terminate October 31, 2016.

All other terms of the Service Agreement remain the same.

AGREED:

ROBB ENTERPRISES, INC.
DBA LAS CRUCES ROTO
ROOTER

Signature _____ Date 12/16/15

Brian Pierce Vice-President
Printed Name/Title

CITY OF LAS CRUCES

Deb Smith 1/26/16
Deb Smith
Purchasing Manager
Date

City of Las Cruces®

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this November 1, 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Robb Enterprises Inc. dba LC Roto-Rooter, PO Box 6130, Las Cruces, NM 88004 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Perform gas and water plumbing services including, but not limited to, carbon monoxide testing, relighting of gas heaters, and activation, reactivation and deactivation of gas and water services.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S Bid No.14-15-065 incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY, shall compensate CONTRACTOR for the performance of SERVICES under this Agreement the amount referenced in CONTRACTOR's bid (Exhibit A), plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on November 1, 2014 for a term of one (1) year through October 31, 2015 and has three (3) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. CONTRACTOR shall perform the SERVICES on an as-needed basis.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR.

2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)
   $1,000,000 - Bodily Injury: By Accident - Each Accident
   $1,000,000 - By Disease: Policy Limit
   $1,000,000 - By Disease: Each Employee
   This coverage required for non-construction contractor with three (3) or more employees
   Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces, PO Box 20000 Las Cruces, NM 88004 ATTENTION: Leeann DeMouche
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Robb Enterprises Inc., dba LC Roto-Rooter PO Box 6130 Las Cruces, NM 88004 ATTENTION: Brian Pierce

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written

agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

CONTRACTOR

BY: _____
PRINCIPAL

DATE: 10/30/14

CITY OF LAS CRUCES

BY: Karen Medina
PURCHASING MANAGER

DATE: 11/10/14

Approve as to Form

_____
CITY ATTORNEY

City of Las Cruces
PEOPLE HELPING PEOPLE

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Las Cruces Utilities Plumbing Services Agreement	14-15-065	October 9, 2014 / 2:00 pm

Bid Submitted by: ROBB ENTERPRISES Inc. d.b.a. LC Roto-Rooter
(Company)

BIDDING CONDITIONS

Effective April 1, 2014, faxed bids will no longer be accepted.

Unless otherwise stated in the bid document, the following conditions apply.

1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website: http://www.las-cruces.org/Departments/Financial%20Services/Services/Purchasing.aspx

   a) **Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.**
   b) **Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.**
   c) **The application of multiple preferences shall be limited to ten percent (10%).**
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
   f) Bidder agrees to comply with all City, State and Federal rules and regulations.
   g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

2) Bids must:
   a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
   b) be complete with required information.
   c) be signed by an authorized representative.
   d) be submitted separately and labeled as such when submitting more than one bid.
   e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
   f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
   g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
   h) be mailed or hand delivered to:

MAIL:	HAND DELIVER:
City of Las Cruces	City of Las Cruces
Purchasing Section	Purchasing Section
P.O. Box 20000	700 North Main, Room 3134
Las Cruces, NM 88004	Las Cruces, NM 88001

   i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. **Late bids shall not be accepted.**

3) Pricing shall:
   a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
   b) exclude any applicable taxes.
   c) be effective for 45 days.

4) Questions:
   a) MUST be submitted in writing and either emailed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
   b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:
   a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
   b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
   c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
   d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:
   a) determine responsible bidders and responsive bids.
   b) accept and award compliant bids based on the lowest:
      i) Individual Unit Price, or
      ii) Grouped Unit Price, or
      iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
   c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
   d) negotiate an extension of effective price dates.
   e) change the quantity of bid items within their effective price date.
   f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.
   a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@las-cruces.org.
   b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Receipt of Addenda Nos. 0 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 5 days

Pricing for this bid is effective through November 2015 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department **CRS #** 02141480007

Current NM Public Regulatory Commission Registration # 1470574 (corporations only)

Current CLC Business Registration # 12347 (for businesses residing with Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed ____ Yes X No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ____ Yes X No

Fed I.D. 850381613 **(mandatory for all respondents)**

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

ROBB ENTERPRISES Inc,
dba LC Roto-Rooter 88006
P.O. Box 6130 Las Cruces, NM
575-524-1911
Phone 575-524-1912
Fax

Brian Pierce Vice-President
Typed or Printed Name of Authorized Representative & Title

Signature 10/8/14 Date

Email pierce2@zianet.com

CITY OF LAS CRUCES
Las Cruces Utilities Plumbing Services Agreement

I. INTRODUCTION

Las Cruces Utilities (LCU) is soliciting bids from qualified licensed plumbing Contractors to enter into an agreement for gas and water plumbing services. The agreement will be for a base period of one year from the time of award with the option to renew at the discretion of the LCU for an additional three (3) one year renewals subject to approved budget appropriations and annual renewal.

II. SCOPE OF SERVICES

The City requires the selected proposer to perform carbon monoxide testing; relight gas heaters, activation, reactivation and deactivation of services (water & gas). LCU cannot guarantee a certain quantity of work. Activity is based on staffing and number of customers requesting services or delinquent accounts. Payment will be made based on the amount for each job per line item.

III. GENERAL BID INFORMATION

There will be no solicitation of Las Cruces Utilities (LCU) Customers assisted by Contractor. Contractor must have a NM journeyman gas license and business should be in good financial standing. Contractor will be given LCU Standard Operating Procedures (SOP) for relight, activation, and deactivation of utility services. SOP must be in compliant and performed to same standards as LCU staff. Contractor will be given the appropriate tool to unlock pinlocks for activation and deactivation of utility service. If it is determined that the Contractor has abused the use of the pinlock key this contract will be immediately null and void.

ITEM #1 – Re-light process for gas heaters/including travel time and mileage
Re-light process will be performed for LCU Customers. LCU Customers must be home when a re-light is performed. Contractor is not enter any residence unless someone 18 years of age or older are present. Customer must have all air conditioner dampers in place prior to requesting re-lights. Contractor will follow Re-light SOP (attached). **If Contractor notices any gas appliance creating an unsafe gas condition, they will need to immediately contact LCU Field Services. Only LCU Field Services has the authority to red tag a gas appliance or gas meter.**

ITEM #2 – Carbon monoxide testing/including travel time and mileage
Carbon Monoxide (CO) testing will be performed on furnace only during re-light process. Contractor will follow Carbon Monoxide testing SOP (attached).

ITEM #3 – Activation/reactivation of water and gas services at the meter/including travel time and mileage
Activation of water and gas services at the meter will be performed for new customers or a customer deactivated due to nonpayment. Contractor will follow activation/reactivation of water and gas services at the meter SOP (attached).

ITEM #4 – Deactivation of water and gas services at the meter/including travel time and mileage
Deactivation of water and gas services at the meter will be performed for customers requesting deactivation of services or delinquent accounts due to nonpayment. Contractor will follow deactivation of water and gas services at the meter SOP (attached).

FIELD SERVICES DESCRIPTIONS

ITEM	DESCRIPTION	Unit	PRICE
1	Re-light process for gas heaters/including travel time and mileage	Each	85.00
2	Carbon monoxide testing/including travel time and mileage	Each	85.00
3	Activation/reactivation of water and/or gas services at the meter/including travel time and mileage	Each	85.00
4	Deactivation of water and/or gas services at the meter/including travel time and mileage	Each	85.00

IV. Insurance

At time of award the low bidder shall provide a current insurance certificate to the City. The awardee must obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR.
2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)
   $1,000,000 - Bodily Injury: By Accident - Each Accident
   $1,000,000 - By Disease: Policy Limit
   $1,000,000 - By Disease: Each Employee
   This coverage required for non-construction contractor with three (3) or more employees
   Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this requirement. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

LOCAL PREFERENCE NOTICE

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the New Mexico Tax & Revenue Department and the Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower that the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION

_____ (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1 million but less than $5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections §13-1-21 or §13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2015 - 06

Type	Number
BUSINESS REGISTRATION	12347

Issue Date
03/04/2014

Expires
06/30/2015

** NOTICE **

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: LC ROTO ROOTER
1811 COPPER LOOP A
LAS CRUCES NM 88005

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE *****

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2015 - 06

Certificate Receipt

Type	License Number
BUSINESS REGISTRATION	12347

Fee Paid
10.00

Issue Date
03/04/2014

Expiration Date
06/30/2015

** NOTICE **

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: ROBB ENT, INC/L C ROTO ROOTER
PO BOX 6130
LAS CRUCES, NM 88006

***** NOTIFY CITY OF LAS CRUCES IMMEDIATELY IF THIS BUSINESS LOCATION CLOSES *****
***** KEEP THIS COPY FOR YOUR RECORDS *****

Client#: 741835 ROTOROOT23

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2014

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

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

PRODUCER
HUB International Ins Svcs Inc
530 North Telshor Blvd, Suite D
Las Cruces, NM 88011
800-376-8686 / CA Lic# 0757776

CONTACT NAME: Angelica Noce
PHONE (A/C, No, Ext): 575-524-8686 FAX (A/C, No): 866-595-6750
E-MAIL ADDRESS: angelica.noce@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EMC Property and Casualty Compa	
INSURER B : New Mexico Security Ins. Compan	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robb Enterprises Inc Dba LC Roto Rooter
PO Box 6130
Las Cruces, NM 88006

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4D86141	01/01/2015	01/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	X OCP						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			4E86141	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	X UMBRELLA LIAB / X OCCUR			4J86141	01/01/2015	01/01/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			27900117	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Where required by written contract or agreement, City of Las Cruces is included as additional insured with respects togeneral liability per attached form CG7174 108. Workers compensation coverage is evidence only. Waiver of subrogation in favor of the additional insured stated herein applies to general liability per attached form CG7555 1104, where required by written contract.

CERTIFICATE HOLDER

CITY OF LAS CRUCES
KAREN MEDINA, CPPO
PO BOX 2000
Las Cruces, NM 88004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Machock

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   - **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   - **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.

D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.

When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.

E. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

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New Mexico E-Services for Contractor Licensing

Home Page

Company Details

Company Name	LC ROTO ROOTER	License Number	31093
Phone Number	5755241911	License Status	Active
Issue Date	06/05/1990	Expiry Date	06/30/2016
Volume	$1000000.00 +		
Address			
PO BOX 6130			
City	LAS CRUCES		
State	NM	Zip Code	88006

QP Details

Name	Certificate No	Classification	Attach Date	Status
BRIAN PIERCE	25215861	MM01	03/15/1999	Attached
BRIAN PIERCE	253692	MM03	06/28/2006	Attached
RONALD L. PIERCE	25223647	MS01	05/04/1998	Attached
MYRON LAWRENCE DAVIS	251639	MM98	03/03/2010	Attached
MYRON LAWRENCE DAVIS	361918	GB98	03/03/2010	Attached

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