

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF 4
Bid No. 14-15-065 LCU Plumbing Services**

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 Maddox Plumbing, Inc. (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin November 1, 2017 and terminate October 31, 2018. All other terms and conditions, including any amendments, of the Agreement remain the same.

AGREED:

MADDOX PLUMBING, INC.

CITY OF LAS CRUCES



Signature

8-9-17

Date



Deb Smith
Purchasing Manager

8-10-17

Date



Printed Name/Title

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF 3
Bid No. 14-15-065 LCU Plumbing Services**

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 Maddox Plumbing, Inc. (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin November 1, 2016 and terminate October 31, 2017. All other terms and conditions, including any amendments, of the Agreement remain the same.

AGREED:

MADDOX PLUMBING, INC.

CITY OF LAS CRUCES


Signature

1-11-17
Date


Deb Smith
Purchasing Manager

1-12-17
Date


Printed Name/Title

**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 Maddox Plumbing, Inc. (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:

MADDOX PLUMBING, INC.

CITY OF LAS CRUCES


Signature

Date


Deb Smith
Purchasing Manager

12-21-15
Date

Kevin Maddox / president
Printed Name/Title



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 Maddox Plumbing Inc., PO Box 16524, 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 CONTRACTOR.
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: Leann DeMouche

With Copies to: Purchasing Manager

TO CONTRACTOR: Maddox Plumbing, Inc.
PO Box 16524
Las Cruces, NM 88004
ATTENTION: Kevin Maddox

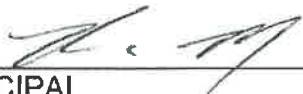
23. SCOPE OF AGREEMENT

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

CITY OF LAS CRUCES

BY: 
PRINCIPAL

BY: 
PURCHASING MANAGER

DATE: 10-31-14

DATE: 11/10/14

Approve as to Form


CITY ATTORNEY

EXHIBIT A



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: Maddox Plumbing, Inc
(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>

- | |
|---|
| <ul style="list-style-type: none"> 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:

City of Las Cruces
Purchasing Section
P.O. Box 20000
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces
Purchasing Section
700 North Main, Room 3134
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. _____ is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 1 days

Pricing for this bid is effective through 9-30-2015 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department CRS # 02-407778000

Current NM Public Regulatory Commission Registration # 2013373 (corporations only)

Current CLC Business Registration # 4046 (for businesses residing with Las Cruces city limits)

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

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


Fed I.D. 85-0463324 (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:

Maddox Plumbing, Inc
P.O. Box 116524
Las Cruces, NM, 88004
575-526-3929
 Phone 575-541-0339
 Fax _____

Kevin Maddox
 Typed or Printed Name of Authorized Representative & Title

 Signature _____ Date 10-3-14
maddoxplumbing@gmail.com
 Email _____

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	\$125 ⁰⁰
2	Carbon monoxide testing/including travel time and mileage	Each	\$125 ⁰⁰
3	Activation/reactivation of water and/or gas services at the meter/including travel time and mileage	Each	\$125 ⁰⁰
4	Deactivation of water and/or gas services at the meter/including travel time and mileage	Each	\$125 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 CONTRACTOR.
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.

**RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION**

Maddox Plumbing, Inc (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.


10-3-14
 (Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Details

Company Name	MADDOX PLUMBING, INC.	License Number	83216
Phone Number	5055263929	License Status	Active
Issue Date	03/14/2000	Expiry Date	03/31/2015
Volume	\$1000000.00 +		

Address

PO BOX 16524			
City	LAS CRUCES		
State	NM	Zip Code	88004

QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>LARRY MADDOX</u>	25206791	MM98	02/04/2000	Attached
<u>KEVIN JOSEPH MADDOX</u>	363476	MM01	10/30/2009	Attached
<u>KEVIN JOSEPH MADDOX</u>	363477	MM02	10/30/2009	Attached

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