

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: September 9, 2026
Subject: Request for Approval of General Construction Services with Cooperative Educational Services (CES) / Anissa Construction, Inc. of Albuquerque, NM, for the Installation of a New Outbound Scale and the Decommissioning and Removal of the Existing Scale at the Buckman Road Recycling and Transfer Station, under CES Contract No. 2026-03-R1265-ALL, in the Amount of \$208,382.48

SUMMARY

The Agency requests Board's approval to contract with Cooperative Educational Services (CES) / Anissa Construction, Inc. for scale replacement services at the Buckman Road Recycling and Transfer Station (BuRRT). The project cost, \$208,382.48, was procured under CES Contract No. 2026-03-R1265-ALL through a cooperative agreement. The scope of work includes installing a new outbound scale and decommissioning and removing the existing scale.

Funding is available in 816.100700 (Capital Improvements Reserve Fund).

The anticipated construction schedule is 14-21 days. Anissa Construction will develop a schedule to minimize disruptions to the scale operation while construction continues. The public will be notified well in advance of any planned shutdowns.

BACKGROUND

The BuRRT facility, along with the associated administration building and scale house, was built by the City of Santa Fe in 1997. At that time, a 50-foot Murphy-Cardinal truck scale (inbound – purchased in 1979) and a 70-foot Murphy-Cardinal truck scale (outbound – purchased in 1993) were installed at the scale house. Rather than purchasing new scales, the City opted to relocate and install the existing scales from the old City landfill.

The Agency replaced the inbound scale in 2015 after approximately 36 years of service due to structural issues.

The outbound scale is nearing the end of its useful service life after 33 years, with warning signs in three main categories: performance, structure, and operational costs, as follows:

- **Worn Weighbridge:** The worn weighbridge beneath the steel deck has shifted the deck into the concrete pit wall near the scale house, resulting in inaccurate vehicle weight readings.
- **Bouncing Weight Readouts:** The scale's digital indicator generally takes time to stabilize.
- **Cracks on Steel Deck:** Metal fatigue from years of constant heavy braking and acceleration on the steel deck is causing erratic scale readings.
- **Operational Costs:** An unanticipated malfunction of the scale will create immediate operational and financial risks, particularly during the peak season. This includes estimating ticketing or establishing flat rates by vehicle type, severe traffic backups extending beyond the “Y” intersection, and reliance on the inbound scale only.

On September 6, 2026, Anissa Construction submitted a cost proposal for the new scale installation and the decommissioning and removal of the existing scale for \$208,382.48 under CES Contract No. 2026-03-R1265-ALL, as detailed in Attachment 2.

The cost proposal includes the following:

- 1) Remove the existing outbound scale and partially disassemble it for recycling.
- 2) Muck out the existing pit.
- 3) Remove the manual scale and associated concrete slab.
- 4) Fill the manual-scale concrete pit with selected backfill.
- 5) Pour new concrete for the former manual scale area.
- 6) Extend the electrical conduit for the new scale.
- 7) Construct four concrete grade beams.
- 8) Install one Mettler Toledo VTS101 steel deck truck scale by subcontractor Rusty's Weigh Scales & Service. Installation includes Powercell PDX load cells, a steel tread plate deck, and lightning protection.
- 9) Test and calibrate the new scale by Rusty's Weigh Scales & Service.

ACTION REQUESTED

The Agency requests the Board approve general construction services with Cooperative Educational Services (CES) / Anissa Construction for the installation of a new scale and the decommissioning and removal of the existing scale at BuRRT under CES Contract No. 2026-03-R1265-ALL, for \$208,382.48.

The Agency also requests approval to increase the operating budget from 816.100700 (Capital Improvements Reserve Fund) to 8100852.570400 (Building & Structure Non-Exempt) by \$208,382.48.

Attachments:

- 1) Budget Adjustment Request
- 2) Anissa Construction Cost Proposal
- 3) CES Contract No. 2026-03-R1265-ALL

ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					9/8/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Building & Structure NonExempt	8100852	570400		208,383		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				208,383	\$ -	

General Construction Services with Cooperative Educational Services (CES) / Anissa	{Complete section below if BAR results in a net change to ANY Fund}	
Construction, Inc. of Albuquerque, NM, for the Installation of a New Outbound Scale and the	Fund(s) Affected	Fund Balance Increase/(Decrease)
Decommissioning and Removal of the Existing Scale at the Buckman Road Recycling and	810	(208,383)
Transfer Station, under CES Contract No. 2026-03-R1265-ALL		
Cash is available in 810.100700		
	TOTAL:	(208,383)

Thomasina Chavez	9/8/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	
Prepared By {print name}	Date	CITY COUNCIL APPROVAL JPB Approval Date Agenda Item #:	Budget Officer
Division Director Signature {optional}	Date		Finance Director {≤ \$5,000}
Department Director Signature	Date		City Manager {≤ \$60,000}

ATTACHMENT 2
Anissa Construction Cost Proposal

Job Order Package

This proposal was prepared exclusively for CES

Job Name: BURTT Outbound Scale
Contract Name: '26 Cooperative Educational Services JOC General Construction 2026-03-R1265-ALL
Contractor Name: Anissa Construction
Created On: 09/06/2026
Generated By: using Gordian Job Order Contracting Core for CES

Job Order Details - BURTT Outbound Scale

This proposal was prepared exclusively for CES

Job Number: 2026-900

Job Name: BURTT Outbound Scale

Scope Of Work - BURTT Outbound Scale

This proposal was prepared exclusively for CES

Job Number: 2026-900

Job Name: BURTT Outbound Scale

Date Created: 09/06/2026

Last Updated: 09/06/2026

Brief scope of work: Project Description: This proposal includes the removal of the existing outbound scale, partially disassembling the scale to prepare for recycling, setting old scale on side of the site for the Owner, includes mucking out the existing pit, removing the manual scale, concrete wall at manual scale pit, fill with dirt and pour slab, extension of conduit, installation of four grade beams, purchase and installation of Mettler Toledo VTS101 Steel Deck Truck scale by Rusty Weigh. Includes Powercell PDX load cells, steel tread plate deck, lightning protection on scale, Epson slip ticket printer, testing and calibration.

Price Proposal - '26 Cooperative Educational Services JOC General Construction 2026-03-R1265-ALL

This proposal was prepared exclusively for CES

Job Number: 2026-900
Job Name: BURTT Outbound Scale
Contractor: Anissa Construction
Date Created: 09/06/2026
Last Update: 09/06/2026
Proposal Value: \$208,382.48
Construction Procurement Catalog: 2026 Annual - SANTA FE, NM

Summary By Division

Division	Line Total
01 General Requirements	\$19,083.68
01 General Requirements	\$4,174.14
02 Existing Conditions	\$5,740.00
03 Concrete	\$39,969.16
10 Specialties	\$135,671.62
26 Electrical	\$837.48
31 Earthwork	\$2,906.40

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
New Mexico Gross Receipts tax	01 General Requirements	1.000000	\$13,404.72	1.0000	\$13,404.72
Bond	01 General Requirements	1.000000	\$5,678.96	1.0000	\$5,678.96

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total								
1	General Requirements	Non-Prepriced		EA	New Mexico Gross Receipts tax	\$13,404.72								
					<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>1.000000</td><td>\$13,404.72</td><td>1.0000</td><td>\$13,404.72</td></tr></table>	QTY	Unit Price	Factor	Total	1.000000	\$13,404.72	1.0000	\$13,404.72	
QTY	Unit Price	Factor	Total											
1.000000	\$13,404.72	1.0000	\$13,404.72											
2		Non-Prepriced		EA	Bond	\$5,678.96								

				QTY		Unit Price		Factor		Total			
				1.000000		\$5,678.96		1.0000		\$5,678.96			
3	General Requirements	015433600150	Ea.	Rent crane, flatbed mounted, 3 ton capacity Crane, flatbed mounted, 3 ton capacity								\$4,174.14	
				Weeks		QTY		Unit Price		Factor		Total	
				1.00		1.000000		\$2,981.53		1.4000		\$4,174.14	
4	Existing Conditions	024119271040	L.F.	Selective demolition, torch cutting, steel, reinforced concrete walls, 12"-16" thick, oxygen lance cutting 12"-16" thick walls								\$5,740.00	
				QTY		Unit Price		Factor		Total			
				100.000000		\$41.00		1.4000		\$5,740.00			
5	Concrete	033053400700	C.Y.	Structural concrete, in place, column (4000 psi), square, up to 1% reinforcing by area, 12" x 12", includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing Columns, square (4000 psi), 12" x 12", up to 1% reinforcing by area								\$39,969.16	
				QTY		Unit Price		Factor		Total			
				20.000000		\$1,427.47		1.4000		\$39,969.16			
6	Specialties	108805101680	Ea.	Scales, truck type, digital, electronic, steel deck, 100 ton capacity, 75' x 10' platform, incl.steel weigh bridge, excl. foundation, pits 75' x 10' platform								\$135,671.62	
				QTY		Unit Price		Factor		Total			
				1.000000		\$96,908.30		1.4000		\$135,671.62			
7	Electrical	260505100174	L.F.	Conduit, PVC #40, 2-1/2" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers 2-1/2"								\$96.88	
				QTY		Unit Price		Factor		Total			
				40.000000		\$1.73		1.4000		\$96.88			
8		264113132600	L.F.	Lightning protection cable, aluminum, 199 lb per thousand feet, over 75' high 199 lb. per thousand ft. (over 75' high)								\$740.60	
				QTY		Unit Price		Factor		Total			
				100.000000		\$5.29		1.4000		\$740.60			
9	Earthwork	312316130062	B.C.Y.	Excavating, trench or continuous footing, common earth, 3/4 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering 3/4 C.Y. excavator								\$2,906.40	
				QTY		Unit Price		Factor		Total			
				300.000000		\$6.92		1.4000		\$2,906.40			

ATTACHMENT 3
CES Contract No. 2026-03-R1265-ALL



Contract Award Letter

December 17, 2025

Anissa Construction, inc.
1232 Western Meadows Rd NW
Albuquerque, NM 87114

RFP NUMBER: 2026-03
RFP DESCRIPTION: Job Order Contracting (JOC) - General Contractor, Construction Services
CONTRACT NUMBER: 2026-03-R1265-ALL
2026-03 JOC General Construction - Lot 2 RS Means

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for your response to our 2026-03 solicitation. After a thorough review of all submissions, we are pleased to inform you that your company has been selected to provide the products and/or services outlined in your proposal.

The Contract, together with the associated RFP documents, constitute the full Agreement between the parties. Please retain copies of all documents for your records.

This Indefinite Delivery / Indefinite Quantity (IDIQ) Contract will commence on December 13, 2025, and will expire on December 12, 2028, pursuant to 13-1-150 NMSA.

Sincerely yours,

Cooperative Educational Services

A handwritten signature in black ink that reads "David Chavez". The signature is written in a cursive, flowing style.

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER AND CONTRACT AWARD

RFP NUMBER: 2026-03

RFP DESCRIPTION: Job Order Contracting (JOC) - General Contractor, Construction Services

CONTRACT NUMBER: 2026-03-R1265-ALL

Lot 2 RS Means (JOC Core)

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 13th day of December 2025, to Anissa Construction, inc., with its principal office located at 1232 Western Meadows Rd NW, Albuquerque, NM 87114, pursuant to the above referenced CES conducted Request for Proposal (“RFP”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (“Contract Holder”) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date December 13, 2025, through December 12, 2028. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder.

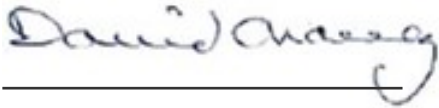
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services

A handwritten signature in dark ink, appearing to read "David Chang", written over a horizontal line.

Electronically Signed on 12/17/2025

Executive Director

Date: 12/17/2025

Anissa Construction, inc.

Anisssa Hogeland

Electronically Signed on 12/17/2025

PRESIDENT



RFP 2026-03
JOB ORDER CONTRACTING
GENERAL CONSTRUCTION

RFP 2026-03 JOB ORDER CONTRACTING - GENERAL CONSTRUCTION

GENERAL SCOPE OF WORK AND SPECIFICATIONS

LOT 2 – RS MEANS JOC CORE™

PART I INTRODUCTION

A. GENERAL

The work performed under this solicitation will be set forth in each individual project's detailed specifications or detailed Scope of Work, as agreed upon by the CES Eligible Agency and the Contractor, and that is based on the product, services, or deliverables acquired through this solicitation. The CES General Terms and Conditions and Supplemental Construction Terms and Conditions including the Gordian "Guidelines for Using the Construction Task Catalog®" ("Big Note") contained on pages 00-1 to 00-6 of the Construction Task Catalog® are a part of this contract.

B. NOTICE

Indefinite delivery indefinite quantity (IDIQ) construction contracts` term and thresholds, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-154.1

PART II SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK

Job Order Contracting (JOC) is an Indefinite Delivery Indefinite Quantity (IDIQ) construction delivery method that allows many projects to be completed through a single, publicly competed, competitively awarded contract. This single-solicitation process enables CES Members` projects to start faster and creates partnerships between project owners and awarded Contractors, resulting in higher quality work.

CES is seeking qualified, licensed general Contractor(s) in the State of New Mexico that hold a **GB, GA, or GF** who possess the qualifications, experience, and resources to provide construction services based on this solicitation. The scope of work may include, but is not limited to, general construction services relating to the repair, alteration, renovation, modernization, rehabilitation, demolition, and construction of infrastructures, buildings, structures, or other public facilities for CES Members and Participating Entities (CES Eligible Agency) pursuant to NMSA 1978 13-1-40. The Contractor will furnish all management, documentation, labor, materials, and equipment needed to perform and complete the scope of work stated for each individual project requested under this RFP. A contract awarded resulting from this solicitation is not project specific. Successful Offerors will market their CES contract to CES Members and Participating Entities for the work.

B. SPECIFICATIONS

1. Due to the nature of this Request for Proposal and the variety and level of construction products and services requested, the standard of quality and performance required in the specifications, and scope of work of individual projects, the minimum acceptable product and performance standards are those established by construction trade industry organizations, federal, state and local governmental agencies; or those of the product manufacturers specified in specific job orders, unless otherwise stated in the project's final detailed scope of work, specifications, addenda, drawings, manufacturer industry standards and, if applicable, CES` three-party agreement.
2. Contractor will pay for any failure to conform or for any defect. In addition, Contractor will fix any damage to CES Eligible Agency's controlled, real or personal property when that damage is the result of Contractor's failure to conform to contract requirements; any defect in equipment, material, workmanship, or design furnished; or in failure to comply with federal, state and local laws, codes, and regulations. The Contractor's warranty with respect to work done, repaired, or replaced under these conditions will run for one (1) year from the date of repair, replacement or substantial completion.
3. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the CES Eligible Agency will have the right to replace or otherwise remedy the failure, defect or damage at the Contractor's expense in accordance with New Mexico state law (NMSA 1978 13-4-18 through NMSA 1978 13-4-20).
4. Contractor will assist CES Eligible Agencies in evaluating and developing the scope of work for the purpose of repairing, replacing, renovating and maintaining existing facilities and constructing new facilities.
5. Contractor will perform Repairing, replacing, renovating and maintaining existing facilities and constructing new facilities that involves and requires multiple construction trades.
6. The Contractor may be required to provide minor drawings or sketches for small projects that contain a simple scope of work as required for filing for a permit when architectural or engineering services are not required

C. SUPPLEMENTAL REQUIREMENTS TO THE SCOPE OF WORK

These supplemental conditions are to be adhered to in addition to the CES General Terms and Conditions and CES Supplemental Terms and Conditions specified in the RFP for either Category or Lot(s) if awarded a contract.

1. At the issuance of each project or job order under this contract, the CES Eligible Agency and Contractor shall discuss the issues of access and special requirements that are to be observed during the execution of the work.

2. The Contractor shall perform all work in accordance with this contract, including provisions of all pricing, management, drawings, documents, labor, materials, supplies, parts, transportation, facilities, supervision, and equipment needed to complete each project.
3. Contractor shall maintain accurate and complete records, files, and documents to include state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations which are necessary and related to the work to be performed.
4. The Contractor shall clearly identify each individual product and service and its cost in accordance with the pricing methodology as prescribed in this RFP. A detailed price and cost proposal with all options that need to be considered shall be submitted to the CES Eligible Agency in the format required by this RFP (Gordian's Cooperative JOC or RS Means JOC Core™).
5. The Contractor shall prepare and submit required reports, records, maintain drawings current, and submit required information to the CES Eligible Agency. The Contractor shall provide submittals to include model, trade names, brand names and ratings, if applicable, for all materials necessary to complete the job. If CES or the CES Eligible Agency requests any information, the records and files shall be made available by the Contractor to the requesting party.
6. The Contractor may be required to provide minor architectural, structural, mechanical, electrical, civil, or other engineering services for small performance-based scopes of work as required for filings or permits when architectural or engineering services are not required.

D. JOC CONTRACTOR RESPONSIBILITIES

The procedure for initiating a specific job order under the CES JOC program is as follows:

1. The CES Eligible Agency may award an individual project to any Contractor awarded a contract through this RFP. Selection of the Contractor and award of the project may be based on one or more of the following criteria:
 - a. Evaluation of past and current performance on projects of a similar nature and type of work, project size, construction management challenges, schedule performance, etc.
 - b. Owner schedule and the availability and current workload of preferred Contractor.
 - c. Management of project dollar volume within bonding limitations of the Contractor.
 - d. Price, as it relates to the CES Eligible Agency's independent cost estimate or to an offer from any other Contractor.
 - e. Contractor's responsiveness to the CES Eligible Agency for other projects.
 - f. Other appropriate criteria as deemed in the best interest of the CES Eligible Agency.
2. The Contractor will schedule a site visit to discuss and develop the scope of work, determine the project requirements, and compile all pertinent documents. From this meeting, the Contractor and CES Eligible Agency shall come away, at a minimum, with the following:
 - a. The general scope of work
 - b. Existing site conditions
 - c. Definition and refinement of project requirements
 - d. Detailed scope of work (developed by Contractor in Job Order/Detailed Cost Proposal)

- e. Establishing requirements for design drawings, sketches, submittals, catalogue cuts, samples, shop drawings, etc.
 - f. Tentative construction schedule (bar chart or critical path method [CPM] schedule)
 - g. Preliminary quantity estimates
 - h. Proposal due date
 - i. Methods and alternatives for accomplishing work (Normal working hours or Other than normal working hours)
 - j. Access to the site and protocol for admission
 - k. Staging area
 - l. Presence of hazardous materials
 - m. Liquidated damages. (Must be defined under separate Owner/Contractor Agreement)
3. Upon completion of the joint scope process, the Contractor shall prepare and submit a draft of the detailed scope of work, referencing any attachments required to accurately document the work to be accomplished to the CES Eligible Agency for review. The CES Eligible Agency will approve, amend or reject. The detailed scope of work, unless modified and agreed to by both the Contractor and the CES Eligible Agency, will be the basis on which the Contractor will develop its detailed price proposal and submit it to the CES Eligible Agency for its final acceptance or rejection. The Contractor does not have the right to refuse to perform any task, or any work required for the successful delivery of the project.
4. The Contractor shall include the following with the cost Proposal:
- a.1) Cost of the work including bonds (bonds shall be paid without mark-up and include subcontractor bonds for work by subcontractors over \$125,000.00) and NMGRS without markup
 - a.2) Minor drawings or sketches if needed for filings or permits
 - a.3) List of anticipated subcontractors
 - a.4) Construction schedule
 - a.5) Special insurance, if required
 - a.6) For special equipment, a copy of the warranty document, if required
 - b. Other requested documents:
 - b.1) Catalog cuts, submittals, technical data, drawings, or other information as required to evaluate the task.
 - b.2) If the Contractor will perform the work with its own staff, or if the work is to be subcontracted, the Contractor shall not submit a quote from any supplier or subcontractor that the Contractor is not prepared to use. The CES Eligible Agency must be provided with three (3) quotes for the subcontracted work to be performed and the Contractors' cost proposal must include the lowest of the three (3) quotes. If three quotes cannot be obtained, the Contractor will provide the reason in writing for the CES Eligible Agency's approval. If approved, less than three quotes will be allowed.

b.3) Non-Pre-priced tasks include:

- Items that do not exist in the Construction Task Catalog® (CTC)
- Sole source materials or supplies if directed by the CES Eligible Agency or architectural drawing and specifications

The final price submitted for non-pre-priced tasks shall be in accordance with the following:

For Non-Pre-Priced Tasks Performed with Contractor's Own Staff:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity.

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity.

C = Lowest of three independent quotes for all materials.

Total for a Non-Pre-Priced Tasks performed with Contractor's own staff = $(A+B+C) \times$ Non-Pre-Priced Task Adjustment Factor.

For Non-Pre-Priced Tasks Performed by Subcontractors:

If the Non-Pre-Priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work. Lowest of three independent subcontractor quotes x Non-Pre-Priced Task Adjustment Factor.

- b.4) After a Non-Pre-priced Task has been approved by CES, and the CES Eligible Agency, the Unit Price for such task will be established, and fixed as a permanent non-pre-priced Task which will no longer require price justification. The CES Eligible Agency reserves the right to request the Contractor provide price justification on previously approved non-pre-priced Tasks.
- b.5) The CES Eligible Agency's acceptance whether a task is a Pre-Priced Task, or a Non-Pre-priced Task shall be final, binding and conclusive as to the Contractor. If a Contractor submits a non-pre-priced task and it is determined that the task exists in the Construction Task Catalog, the Contractor must remove the non-pre-priced task and replace the task using the pre-priced task obtained from the Construction Task Catalog® (CTC).
5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of minor drawings, and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the city, federal, state, county, or some other governmental or Authorities Having Jurisdiction, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid with no mark-up. The cost of expediting services or equipment use fees are not reimbursable.
6. The Contractor's detailed price proposal shall be submitted by the date indicated at the Joint Scope meeting. All incomplete price proposals shall be rejected. The time allowed for preparation of the Contractor's price proposal will depend on the complexity and urgency of the project but should average between seven and fourteen days.

7. Under no circumstances, regardless of an emergency to include minor maintenance and repair projects requiring immediate completion, shall the Contractor proceed with the work without a Purchase Order from CES. If the Contractor proceeds with the work before a CES purchase order is issued, the Contractor performs the work at its own risk.
8. By submitting a detailed price proposal to the CES Eligible Agency, the Contractor agrees to perform the Detailed Scope of Work at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the price proposal and apply the appropriate Adjustment Factor prior to delivering it to the CES Eligible Agency.
9. If the Contractor requires clarifications or additional information regarding the scope of work to prepare the detailed price proposal, the request must be submitted timely so that the work is not delayed.
10. Review of the Price Proposal and Issuance of CES Purchase Order.
 - a. The CES Eligible Agency's representative will evaluate the Contractor's price proposal and determine if the proposed tasks and quantities support the scope of work for the project. The CES Eligible Agency's representative will be offered the opportunity to discuss and negotiate changes to the Contractor's price proposal.
 - b. The Contractor may choose the means and methods of construction, unless those methods:
 - b.1) Will constitute or create a hazard to the work, or to persons or property; or
 - b.2) Will not produce finished work in accordance with the terms of the Contract; or
 - b.3) Unnecessarily increases the price of the project when alternative means and methods are available.
11. The CES Eligible Agency reserves the right to reject a price proposal or cancel a project for any reason, and with a written notification, if it is in the best interest of the CES Eligible Agency. The CES Eligible Agency also reserves the right not to issue a Purchase Order to CES if it is determined to be in the best interests of the CES Eligible Agency. If the CES Eligible Agency performs such work by other means, the Contractor shall not recover any costs arising out of or related to the development of the detailed price proposal, including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Price Proposal (including minor architectural and engineering services), subcontractor costs, and the costs to review the detailed price proposal with the CES Eligible Agency.
12. Each project shall refer to the Detailed Scope of Work and set forth the Contractor CES contract pricing and stated completion time for the project. All clauses of this Contract shall be applicable to each project.
13. CES will review all information submitted and, if CES finds the price proposal in compliance with the contract terms, conditions, specifications, and pricing, CES will issue the Contractor a CES Purchase Order. The price proposal shall include all other required documents relating to the identified project. The CES purchase order, signed by and delivered to the Contractor, constitutes CES and its Eligible Agency's acceptance of the Contractor's detailed price proposal. Upon receipt of the CES Purchase Order, the Contractor shall provide the CES Eligible Agency and CES with a Certificate of Insurance, naming the CES Eligible Agency as co-insured, and as applicable, 100% Performance and 100% Payment Bonds for the project.
14. The Contractor will prepare and submit with each detailed price proposal a bar chart or construction schedule setting forth the manner and sequence of the work including identifying all critical path

- items. The Contractor shall perform the work in accordance with the schedule submitted and accepted by the CES Eligible Agency.
15. Changes in the work shall be dealt with by a Supplemental Price Proposal and amendments to the CES Eligible Agency and CES Purchase Orders, respectively. Additional time will be negotiated as appropriate for the scope of work.
16. Construction Task Catalog® Price Adjustments
- a. Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than **25%** above what the cost of that material was on the date the Construction Task Catalog® was issued. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall:
 - a.1) Identify the specific material that has experienced a major spike,
 - a.2) Identify pre-priced task(s) or Job Orders that require the material experiencing a major spike, and
 - a.3) Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.
17. **Federal Government Tariffs:** In the event that prices are increased due to tariffs implemented by the federal government, such increases may be included in pricing as governmental surcharges. Vendors must provide detailed documentation on said tariffs and their impact on commodity pricing. All proposed increases must be approved by the CES prior to implementation. If the tariffs are removed during the contract term, then the tariff must be appropriately removed from the award.

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PART IV LOT 2: RS MEANS JOC CORE™

LOT 2: RS MEANS JOC CORE™ – REQUIREMENTS

PURCHASES BY CES ELIGIBLE AGENCIES

a. For Lot 2 RS Means JOC Core™ only, the contractor will be required to pay a license fee of **\$2,250** per contract data set per year and **\$1,700** per year for the first user to access the RS Means Construction Procurement Catalog and JOC Core™ software application. A 10% discount per user will be offered for each additional user.

b. The Contractor agrees to pay CES the CES 1.25% Contract Administrative Fee.

c. CES authorizes the Contractor the use of CES` names, logos, trademarks, and CES'-provided materials solely for the presentation and promotion of the availability and use of this Contract by CES Eligible Agencies. The Contractor authorizes CES the use of the Contractor's name, logos, trademarks, and Contractor-provided materials in the presentation and promotion of the availability and use of this Contract by CES Eligible Agencies.

d. Remittance of License Fees: The Contractor shall remit License Fees to Gordian to an address provided by Gordian.

LOT 2: RS MEANS JOC CORE™ SCOPE OF WORK

- a. Upon request by a CES Eligible Agency and at no cost to CES or the CES Eligible Agency, the Contractor will arrange a meeting with the CES Eligible Agency to review the scope of construction products and services to be provided, project's location, conditions and timelines, the CES Agency's requirements and expectations to gather the information required to prepare the necessary paperwork and detailed cost proposal to enable the CES Eligible Agency to make a decision whether or not to proceed with the proposed project.
- b. As part of the joint scope of work meeting, the Contractor will perform a preliminary investigation to develop the project's scope of work. The Contractor shall determine if the project is being funded in part or in whole by the CES Agency, the Federal Government or NMPSFA. The Contractor shall communicate with all parties that have been identified as co- owner's representatives.
- c. Based on the information obtained from the CES Eligible Agencies designated representative(s), and the Contractor's evaluation and review of the project's documentation and scope of work, the Contractor will prepare a detailed cost proposal covering the services, materials, equipment, and other related items needed to complete the proposed project. This will include, but is not limited to, the estimated timelines, terms, conditions and specifications of performance, warranties, etc., with their associated costs.
- d. The Contractor will clearly identify each individual product and service and its cost in accordance with the Gordian RS Means JOC Core™ Construction Procurement Catalog. A detailed price proposal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.

- e. The Contractor will clearly identify which of the proposed products and services will be provided by its employees and which items it intends to subcontract. The Contractor will provide a list of all subcontractors with their contact information, NMCID license information, type of products and services provided and dollar value of work to be performed. If applicable, include the subcontractors NMDWS registration number.
- f. The CES Eligible Agency reserves the right to accept or reject any project proposal submitted by Contractor.
- g. The Contractor may be asked by the CES Eligible Agency to work with them to modify the proposal to meet their needs or available resources. Any changes should be clearly identified in writing so the CES Eligible Agency clearly understands the impact such changes may have on the project's outcome or overall quality of the project.
- h. Upon acceptance of the detailed price proposal, the Contractor and the CES Eligible Agency will need to create and file all required documents with CES and with all appropriate state and local governing authorities and acquire permits and authorization. If required, the Contractor will complete and sign a CES three-party agreement between CES, Contractor, and Owner. If an additional contract is completed between the Contractor and the CES Eligible Agency, the Contractor will submit a copy of the signed contract along with the detailed cost proposal to CES. CES will perform a compliance review with the RFP, contract, terms and conditions, and will issue a CES Purchase Order to the Contractor.
- i. The Contractor must provide the Owner with a complete scope of work which includes a description of the work to be performed by the Contractor, the subcontractor, and the owner prior to the issuance of a purchase order.
- j. In any contract between the Contractor and an Owner, based on this RFP, the terms and conditions of the RFP will prevail.
- k. The Contractor, upon receipt of the CES Purchase Order, will provide CES with a copy of any applicable Performance and Payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, NMDWS paperwork, and additionally required documents.
- l. Any changes to the work after the purchase order is issued will require a Supplemental Job Order to the project with written approval of the CES Eligible Agency and the Contractor.

Price Proposal Preparation

When preparing a detailed price proposal for this Lot 2, the Contractor shall utilize the following pricing methodology to prepare their cost proposal for individual job order projects.

Gordian RS Means JOC Core™ Construction Procurement Catalog Pricing (CPC) Methodology

The Offeror responding to this Lot will be required to purchase a license for the Gordian RS Means JOC Core™ application and will be required to use the current version of the Gordian RS Means JOC Core™ Construction Procurement Catalog to prepare a cost proposal covered by this Lot.

- a. The Gordian RS Means JOC Core™ Construction Procurement Catalog (CPC) pricing method is the only method for pricing projects covered by this Lot.
- b. Each task shown in the Gordian RS Means JOC Core™ Construction Procurement Catalog includes

the materials, equipment and labor that will be charged by the Owner for the construction item.

- c. All tasks, products and services required to complete the project's detailed scope of work provided must be listed.
- d. A current edition of the Gordian RS Means JOC Core™ Construction Procurement Catalog shall be utilized for the Offeror's response to the RFP. A new edition is published at the start of each CES contract, and every quarter throughout the calendar year with adjustments and updates to reflect current material costs, equipment costs, labor rates, market conditions, etc., and are included in the new edition and will limit the need for item prices to be adjusted.
- e. The quantity and unit of measure, of a product or service must accurately represent the required need.
- f. Each task selected to support the scope of work will be included in the Gordian RS Means JOC Core™ detailed cost proposal and the Contractor's Adjustment Factor awarded for the region and project type will be applied to arrive at the final Gordian RS Means JOC Core cost for each line item.
- g. The Contractor, as part of the Offeror's response to this Lot, will propose an Adjustment Factor that will be applied to the Gordian RS Means JOC Core Construction Procurement Catalog construction cost proposal to include the Contractor's costs to prepare for, mobilize, take possession of, secure and take control of the construction site, and to manage, supervise and complete all activities required by the project including all General Requirements, including but not limited to All general cost (General Requirements) including but not limited to home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment and paperwork; inspection and testing fees; training; supervision; Gordian License Fee, CES Contract Administrative fee; project mobilization and close-out and other related costs. The Adjustment Factor also includes the Gordian RS Means JOC Core™ license fee and the CES one and one quarter percent (1.25%) Contract Administrative Fee. For guidance on costs to be included in the Adjustment Factors, the Contractor shall reference the Big Note for the Construction Procurement Catalog.
- h. Since all mobilizations, transportation and travel costs for both the Contractor and its subcontractor's personnel are to be included in the Offeror's adjustment factor, if the Offeror intends to service CES procurement regions other than the region in which Offeror is located and intends to utilize subcontractor's that are not located in the CES procurement region where the project is located, the Offeror must take into consideration all of these variables and appropriately allow for them in its Adjustment Factor for each region it intends to serve.
- i. The cost of permits, performance and payment bond costs, tribal (TERO) taxes, and New Mexico Gross Receipt Taxes are shown as separate non-pre-priced Tasks line items on the cost proposal with an applied Adjustment Factor of 1.0.

Performance and Payment Bond Costs

This percentage represents the cost the vendor incurs to provide a Performance and Payment Bond to the CES Eligible Agency for an individual project in excess of \$25,000.

Price Proposal Preparation

When preparing a detailed price proposal for this Lot, the Contractor shall utilize the Gordian RS Means JOC Core™ Construction Procurement Catalog pricing methodology to prepare their cost proposal for individual job order projects.

RS MEANS JOC CORE™ ADJUSTMENT FACTOR

It is the Contractor's competitively offered price adjustment to the unit prices as published in the Gordian RS Means JOC Core™ Construction Procurement Catalog. Contractors must offer nine (9) Adjustment Factors as follows:

Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).

1. An Adjustment Factor for work during normal working hours when the total project cost (job order) is in excess of \$60,000, requiring state wage rates.
2. An Adjustment Factor for work during normal working hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).

3. An Adjustment Factor for work during other than normal working hours when the total project cost (job order) is in excess of \$60,000, requiring state wage rates.
4. An Adjustment Factor for work during other than normal working hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

Project funded by Federal Funds or on Tribal Lands and performed during normal working hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday).

5. An Adjustment Factor for work performed during normal working hours when the total project cost (job order) is in excess of \$2,000, requiring federal wage rates.
6. An Adjustment Factor for work performed during normal working hours when the total project cost (job order) is less than \$2,000 and does not require federal wage rates.

Project funded by Federal Funds or on Tribal Lands and performed outside normal working hours (Defined as all hours not defined as normal hours above).

7. An Adjustment Factor for work performed outside of normal working hours when the total project cost (job order) is in excess of \$2,000, requiring federal wage rates.
8. An Adjustment Factor for work performed outside of normal working hours when the total project cost (job order) is less than \$2,000 and does not require federal wage rates.

Note: Factors (5), (6), (7), and (8) are utilized for projects funded by federal funds and require Davis-Bacon prevailing wages or for projects located on tribal lands.

Cost of permits, performance and payment bond costs, tribal (TERO) taxes and New Mexico Gross Receipt Taxes are shown as separate, non-pre-priced line items on the detailed price proposal and are a pass-through cost using an adjustment factor of 1.0000.

9. **Non-Pre-priced Tasks:** tasks that do not exist within the Gordian RS Means JOC Core™ Construction Procurement Catalog

For Non-Pre-priced Tasks Performed with Contractor's Own Staff:

A = The hourly rate for each trade classification not in the Construction Procurement Catalog, is multiplied by the quantity.

B = The rate for each piece of Equipment not in the Construction Procurement Catalog multiplied by the quantity.

C = Lowest of three independent quotes for all materials.

Total for an Non-Pre-priced Tasks performed with Contractor's own staff = (A+B+C) x Non-Pre-priced Adjustment Factor.

For Non-Pre-priced Tasks Performed by Subcontractors:

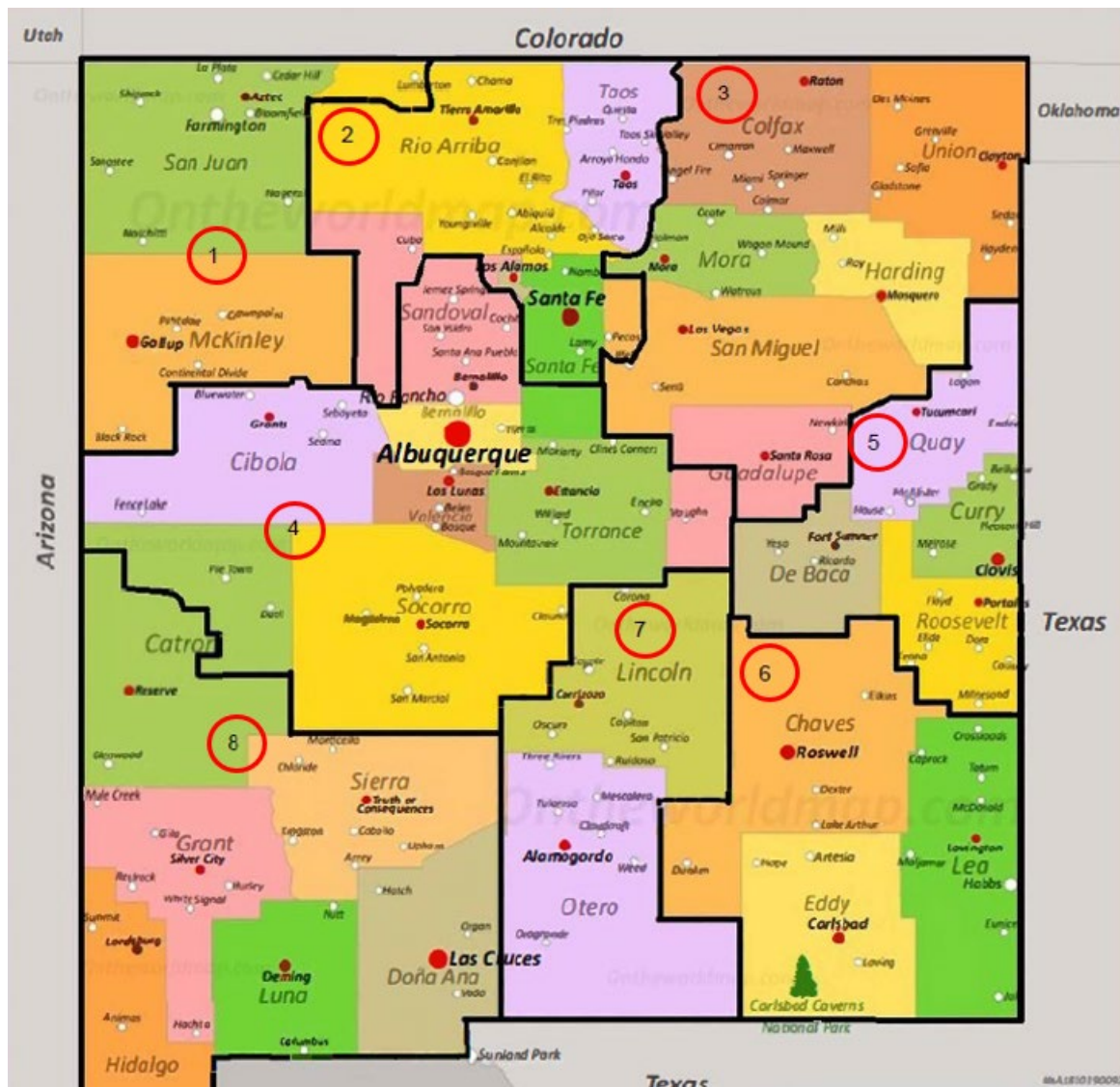
If the non-pre-priced is to be subcontracted, the Contractor must submit three independent quotes for the work. Lowest of three independent subcontractor quotes x non-pre-priced Task Adjustment Factor.

Note: The Adjustment Factors for Other than Normal Working Hours must be equal to or greater than the respective Adjustment Factors for Normal Working Hours AND the Adjustment Factor for Non-Pre-priced Tasks (except pass through costs; payment and performance bonds, tax and permits/filing fees) must be equal to or greater than 1.0000.

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Geographic Area of Work

The Contractor will perform work primarily in a designated region as set forth in the map below. However, if a Contractor assigned to a different region is unable or unwilling to perform work, the CES Member may request the Contractor to perform work in such different region. If the Contractor performs work for such different region, it shall be at the Contractor's competitively bid Adjustment Factors. The Contractor may decline work outside its designated region.



COST PROPOSAL

Lot 2 RS Means (JOC Core)

Job Order Contracting (JOC) -
General Contractor,
Construction Services
2026-03

Anissa Construction, inc.

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