



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 11/12/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 11/03/14**

**ISSUE:**

9. Request for Approval of Professional Services Agreement – Repair, Maintenance and Service of Jacobsen Brand Equipment at MRC, Marty Sanchez Links De Santa Fe Golf Course; C & M Air Cooled Engine d/b/a C & M Turf Care Products. (Richard Thompson)

**FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM**

Requested approval of professional services agreement for repair, maintenance and service of Jacobsen Brand Equipment at MRC, Marty Sanchez Links De Santa Fe Golf Course with C & M Air Cooled Engine d/b/a C & M Turf Care Products in the amount of \$45,000 inclusive of gross receipts tax (\$15,000 per year until 2017). Budget is available MRC fund.

**FUNDING SOURCE: 52600.520400**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

# City of Santa Fe, New Mexico

# memo

**DATE:** October 26, 2014

**TO:** Finance Committee

**VIA:** Teresita Garcia, Assistant Director   
Finance Department

**FROM:** Robert Rodarte, Officer   
Purchasing Division

**ISSUE:** Repair and Maintenance Parts and Services for Jacobsen Brand Equipment:  
Procurement Method: Exempt: Section 18. Purchasing Manual:  
Vendor: C & M Turf Care Products:

## SUMMARY:

The City of Santa Fe Water Division is requesting Exempt Procurement approval to C & M Turf Care Products, for continued maintenance, repairs service and parts, of Jacobsen Brand Equipment. .

C & M Turf Care Products, is the New Mexico Factory Authorized agent for Jacobsen Brand Equipment, used throughout the City especially at the Municipal Golf course.

The Purchasing Division recommends this Exempt Procurement approval based on the following information provided in the City of Santa Fe Purchasing Manual Section 18.1K Exemptions: Purchase of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.

Funding for this service request is available in Business Unit 52600.520400 (MRC Admin/Repair and Maintenance). Procurement History with C & M Turf Care Products:

Year ending 6/30/2013	\$ 11,333.15
Year ending 6/30/2014	\$ 15,185.22
Year ending 6/30/2015	\$ 48,530.85 (as of 10/26/2014)

Although, the attached Professional Service Agreement for the MRC is requesting \$15,000 annually, it is projected that the services will exceed \$50,000 for year ending 6/30/2015. The MRC is also requesting preapproval to utilize this company for Repair and Maintenance of their equipment for an additional two years.

## ACTION:

It is requested that this Exempt Procurement for \$15,000 annually for three years to C & M Turf Care Products for the MRC, plus possible Repair and Maintenance for other departments be approved and submitted to the City Council for its consideration.

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, OCTOBER 27, 2014**

**ITEM 7**

REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT (PSA) BETWEEN THE CITY AND C&M AIR COOLED ENGINE FOR THE REPAIR AND MAINTENANCE OF JACOBSEN BRAND EQUIPMENT USED AT THE MRC, MARTY SANCHEZ LINKS DE SANTA FE (MSL) GOLF COURSE IN THE AMOUNT OF \$45,000 (RICHARD THOMPSON)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**FUNDING SOURCE: 52600.520400**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

# City of Santa Fe, New Mexico

# memo

**DATE:** September 9, 2014  
**TO:** Public Works Committee  
**VIA:**   
Isaac J. Pino, P.E., Public Works Department Director  
**FROM:** Jennifer Romero, MRC Manager   
**RE:** C&M Air Cooled Engine (DBA: C&M Turf Care Products) Professional Services Agreement – for Repair & Maintenance of Equipment

---

**ISSUE:**

Municipal Recreation Complex (MRC) and C&M Air Cooled Engine (DBA: C&M Turf Care Products) – Professional Service Agreement for repair and maintenance of Jacobsen brand equipment used at the MRC, Marty Sanchez Links de Santa Fe (MSL) Golf Course.

**SUMMARY:**

Attached for your review and approval is a Professional Services Agreement between the City of Santa Fe and C&M Air Cooled Engine (DBA: C&M Turf Care Products) for repair and maintenance of equipment at the Municipal Recreation Complex (MRC) for FY 14/15 through FY 16/17. The vendor is an authorized agent of the Jacobsen brand equipment (including parts and labor) used at the MRC. As a result, all Jacobsen brand equipment can only be purchased or repaired (when our mechanic is unable to make repair) by this vendor.

As per Item 18.1.7, Letter K. of the Procurement Manual:

*“K. Purchase of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.”*

As a result of the above statement, and in an effort to prevent delays in repairing equipment, we request your approval to utilize this vendor for any future repairs/labor needs of all Jacobsen brand equipment. The vendor has also provided a letter verifying that they are an authorized dealer of Jacobsen products (see attached).

As of August 2014, we have spent approximately \$43,000 for new equipment (\$40,000) and repair and maintenance of equipment (\$3,000) with this vendor. In an effort to not exceed the \$50,000 threshold, our office is requesting to utilize this vendor for the remainder of this fiscal year and for an additional two years, in the amount of \$15,000 per year (we don't expect to exceed the total of \$45,000 for the term of the agreement).

**ACTION RECOMMENDED:**

For your review, approval and forwarding to the Finance Committee and Governing Body for approval. Budget is available in account 52600.520400 (Repair & Maintenance of Equipment); for fiscal year 2014-2015.

Cc: MRC File

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and C & M Air Cooled Engine (dba: C & M Turf Care Products. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City at the MRC Marty Sanchez Golf Course:

A. Provide replacement parts and labor (when necessary) to repair all Jacobsen brand equipment to include the following:

Asset Number	Asset Description	Serial Number	Condition	Notes
26097	JACOBSEN TRUCKSTER SV2322	84018-3203	POOR	T-03
54060	JACOBSEN AR-5 ROUGH MOWER	680800-2692	GOOD	RU-1
54061	JACOBSEN AR-5 ROUGH MOWER	680800-2687	GOOD	RU-2
54068	JACOBSEN CORE HARVESTER		GOOD	
26277	JACOBSEN GREENSKING V	62246-2739	POOR	G-06
	JACOBSEN GREENS KING VI	623770-2187	OLD	G-NO
26228	JACOBSEN LF-128	67819-1947	OLD	F-09
26230	JACOBSEN DRILL SEEDER	82120-2340	OLD	S-02
53421	JACOBSEN FAREWAY LF-1880	6793801775	GOOD	F-11
53420	JACOBSENFAREWAY LF-1880	6793801767	GOOD	F-12
54064	JACOBSEN G-PLEX III	DP000654	GOOD	GP-2
	JACOBSEN G-PLEX III	FH000696	GOOD	GP-1
54066	JACOBSEN GROOM MASTER II	8800801992	GOOD	SP-7
54065	JACOBSEN GRROM MATER II	8800801990	GOOD	SP-6
26231	JACOBSEN TURF CAT	661362761	OLD	F-04
26232	JACOBSEN TUR CAT	661362795	OLD	F-05
52938	JACOBSEN GREENS KING VI	6237702109	GOOD	G-07
54063	JACOBSEN GREENS KING IV	6228904637	GOOD	G-08
	JACOBSEN GREENS KING IV	062304-02039	GOOD	G-09
26387	JACOBSEN PULL BEHIND AIRRATOR	62592-2908	OLD	A-01

- B. Recommend other service that may be needed.
- C. Coordinate service repairs with Golf Course Mechanic and Golf Course Superintendent.
- D. Obtain pre-approval by the City for all materials, repairs, pump and/or motor removal.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered and expenses, a sum not to exceed forty-five thousand (\$45,000), inclusive of applicable gross receipts taxes per year as follows:

- (1) FY 2014-2015: \$15,000
- (2) FY 2015-2016: \$15,000
- (3) FY 2016-2017: \$15,000

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services

completed. Compensation shall be paid only for services actually performed and accepted by the City. All travel expenses shall be approved by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates

and expenses, therefore the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no

interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

### 13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the

State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services.

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Jennifer Romero,  
MRC Manager  
Municipal Recreation Complex  
P.O. Box 909  
Santa Fe, NM 87504-0909

Contractor:  
Nathan Cobb, Authorized Agent  
C & M Air Cooled Engine  
4930 Pan American Freeway, NE  
Albuquerque, NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement  
on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
C & M Air Cooled Engine

BRIAN K. SNYDER, CITY MANAGER

NATHAN COBB, AUTHORIZED AGENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

NM TAXATION & REVENUE  
CRS#03-194604-00-6

YOLANDA Y. VIGIL, CITY CLERK

City of Santa Fe Business  
Registration #

APPROVED AS TO FORM:

*MDM* 5/15/14  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,  
ASSISTANT FINANCE DIRECTOR

52600.520400  
BUSINESS UNIT/LINE ITEM



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

- |   |                               |                                     |                             |                          |
|---|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | <b>FOR:</b> ORIGINAL CONTRACT |                                     | CONTRACT AGREEMENT          | <input type="checkbox"/> |
|   | MAINTENANCE AGREEMENT         | <input checked="" type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/> |
|   | LEGAL SERVICES AGREEMENT      | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
|   | MEMORANDUM OF AGREEMENT       | <input type="checkbox"/>            | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
|   | GRANT AGREEMENTS              | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor C&M Air Cooled Engine (DBA: C&M Turf Care Products)

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$45,000.00

Termination Date: June 30, 2017

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Repair and maintenance of Jacobsen brand equipment; 3 year agreement; 15,000 per year.

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP  RFQ  Sole Source  Other

6 Procurement History: First year of 3 year contract  
example: (First year of 4 year contract)

7 Funding Source: Repair & Maintenance of Equipment BU/Line Item: 52600.520400

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jennifer Romero Phone # 955-4465

Division Contract Administrator: Jennifer Romero

Division Director: \_\_\_\_\_

Department Director: Isaac J. Pino

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: \_\_\_\_\_

12 Prior year's contract amount?: \_\_\_\_\_

13 Describe service impact from an ongoing commitment to the contractor: \_\_\_\_\_

14 Why staff cannot perform the work?: \_\_\_\_\_

15 If extending contract, why?: \_\_\_\_\_

16 Was a Santa Fe company awarded contract? If not, why?: \_\_\_\_\_

17 Has the contract has been approved as to form by City Attorney's Office?: Yes

18 Is this for City Manager or Council approval?: City Council

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2014

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURER B: FEDERATED SERVICE INSURANCE COMPANY		28304
INSURED C & M AIR COOLED ENGINE INC, C & M TURF CARE PRODUCTS PO BOX 20517 WACO, TX 76702	347-046-5	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 35

REVISION NUMBER: 0

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			9903934	12/30/2013	12/30/2014	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N				MED EXP (Any one person)	EXCLUDED	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COM/OP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY			9903934	12/30/2013	12/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	N				N	BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			9903935	12/30/2013	12/30/2014	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N				AGGREGATE	\$2,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9903936	12/30/2013	12/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				N	E.L. EACH ACCIDENT	\$1,000,000
	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)

## CERTIFICATE HOLDER

347-046-5  
CITY OF SANTA FE  
205 CAJA DEL RIO RD  
SANTA FE, NM 87506-8552

35 0

## 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

© 1988-2010 ACORD CORPORATION. All rights reserved.



**When Performance Matters.™**

11108 Quality Drive  
Charlotte, NC 28273  
phone: 704.504.6600  
fax: 704.504.6661  
[www.jacobsen.com](http://www.jacobsen.com)

September 25, 2014

Jennifer C. Romero  
City of Santa Fe Marty Sanchez Links de Santa Fe Golf Course/Municipal Recreation Complex  
205 Caja del Rio Road  
Santa Fe, New Mexico 87507

This notice is to confirm that C & M Turf Care Products of New Mexico, located at 4930 E. Pan American Freeway NE, Albuquerque, NM 87109 is the sole distributor for Cushman, Jacobsen and Ransomes products for the state of New Mexico.

If you have any questions please feel free to contact me at 704-504-4905.

Sincerely,

Debbie Smith  
Customer Support Lead



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: [clientcontactcenter@fedins.com](mailto:clientcontactcenter@fedins.com)

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



# City of Santa Fe

P.O. Box 909, 200 Lincoln Ave., Santa Fe, NM 87504-0909  
Phone: 505.955.6551 Fax: 505.955.6401  
bizlicense@santafenm.gov or www.santafenm.gov

Business Name DBA: C&M TURFCARE PRODUCTS OF NEW MEXICO  
Corporate Name: C&M AIR COOLED ENGINE, INC.  
Service Address: 4930 E. PAN AMERICAN FRWY NE, ALBUQUERQUE, NM. 87109  
Mailing Address: PO BOX 20517, WACO, TX. 76702  
Business Phone: 505-830-4913 Emergency Phone: \_\_\_\_\_  
Email Address: NATHAN@BETTERMOWERS.COM

Is the Structure?  New  Existing  Interior Remodel  
Is the Business? NA  New  Change of Location  Home Based  Non-Profit

(If Non-Profit, Please submit Articles of Incorporation)

Gross Sq. Ft. 0 Anticipated Opening Date: NA Number of Employees: 4 is Abq. (0 employees in Santa Fe)  
Type of Business (NAICS Code - See Next Page for List): 423

Contractor:  Yes  No Lic.#: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
(If yes, a copy of your NM Construction Industries card with expiration date).

Hazardous Materials:  Yes  No If yes, specify class (See Next Page for List) \_\_\_\_\_

Will food be prepared/served:  Yes  No If yes, a copy of your NM food certificate is required.

Previously Licensed? Yes  No  If yes, what is your Control Number: \_\_\_\_\_

List Owners, Partners or Corporate Officers:		
Name and Title	Home Address/City/State/Zip Code	DL or ID No:
JERRY DON MATHIS	10003 LOST OAK RIDGE, WACO TX 76712	04513282
LINDA DARLYNE MATHIS	10003 LOST OAK RIDGE, WACO TX 76712	05499418
Type of Ownership: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Gen. Partnership <input type="checkbox"/> Ltd. Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Non Profit		

A separate business registration/license application form should be completed for each business location. A business registration is required under City of Santa Fe ordinance 1993-19 and N.M. statutes section 3-38-2, NMSA 1978. New Businesses must submit payment prior to engaging in business. The business registration/license fee cannot be prorated.

Contact Person: RON SMYERS Title: BUSINESS MANAGER REGISTRATION/LICENSE CANNOT BE ISSUED WITH OUT A CRS NUMBER

Phone: 254 776-4663 Email: RON@BETTERMOWERS.COM

CRS#: 03194604006 Federal EIN ID#: 74-1987800

Signature: Ron Smyers Date: 9/24/14

By signing this application I attest and affirm that I have complied with the City of Santa Fe's Smoke Free Ordinance (Section 10-6 SFCC 1987 by adopting a written smoking policy. I also understand that my signature indicates that all of the information contained in this application is true and correct to the best of my knowledge.

FOR OFFICE USE ONLY	
County _____	City _____
Control# _____	Amount _____
Receipt# _____	Class Code _____
License# _____	Date: _____