

City of Santa Fe, New Mexico

memo

DATE: July 8, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Division 

VIA: Marcos A. Tapia, Director
Finance Department

ISSUE: Award of Request for Proposal # '14/42/P
Monitoring and Other Related Environmental and Engineering Services

SUMMARY: On June 5, 2014, six proposals were received for the above referenced service as follows:

	Written Score	Interview Score	Local Preference	Resident Preference
Souder Miller & Associates, Santa Fe	277	278	305.8	
Blue Water, Inc., Santa Fe	275	273.5	300.5	
Intera Inc., Santa Fe	282			296.1
John Shoemaker & Associates, Albuquerque	255			367.75
AMEC Environmental & Infrastructure, Albuquerque	246			258.3
Petroleum & Environmental Services, TX	246			

The evaluation criteria consisted of proposal clarity and project approach (20%); technical expertise (25%); similar past project (20%); references (10%) and cost (25%). The proposal was reviewed and evaluated by Lawrence Garcia, Environmental Services, Alex Puglisi, and Bill Schneider, Water.

The using department has reviewed the proposals and recommends award to Souder Miller & Associates, Albuquerque in the amount of \$77,880.00.

Budget is available in account number 52251.510300 (Facility Operations – Professional Services) in the amount of \$106,818.00.

ACTION:

It is requested that this recommendation of award to Souder Miller & Associates, Albuquerque, in the amount of \$77,880.00 be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

EVALUATION SCORES

MONITORING AND OTHER RELATED ENVIRONMENTAL AND ENGINEERING SERVICES

‘14/42/P

Written Evaluation

RFP Submittals	Souder Miller & Associates	Blue Water Environmental Consulting , LLC	Intera Inc.	John Shoemaker & Associates, Inc.	AMEC Environmental & Infrastructure	Petroleum & Environmental Services
Lawrence Garcia	97	97	97	88	90	80
Alex Puglisi	95	91	95	87	86	86
Bill Schneider	85	87	90	80	70	80
Total	277	275	282	255	246	246
Local Preference	304.7	302.5				
Resident Preference			296.1	367.75	258.3	

Interview Evaluation

RFP Submittals	Souder Miller & Associates	Blue Water Environmental Consulting, LLC
Lawrence Garcia	99	96.5
Alex Puglisi	94	91
Bill Schneider	85	86
Total	278	273.5
	305.8	300.5

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 7/2/14

ISSUE NO. 11

Request for approval of RFP '14/42/P for monitoring and other related environmental and engineering services for ground water monitoring for Paseo de Vista post closure regulations. (Lawrence Garcia).

Public Utilities Committee – 7/2/14
 Finance Committee – 7/14/14
 City Council – 7/30/14

PUBLIC UTILITES COMMITTEE ACTION : Approved to forward to 7/14/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	Not Present		
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

July 2, 2014

To: Public Utilities Committee

From: Lawrence Garcia, Interim Environmental Services Division Director

Via: Nick Schiavo, Water Division & Public Utilities Department Director *NS*

RE: Request to enter into Ground Water Monitoring contract with Souder Miller & Associates

BACKGROUND:

The Paseo de Vista landfill (landfill) began operation in approximately 1969 for the City of Santa Fe and the County of Santa Fe. It operated for twenty eight years as an unlined registered landfill. The landfill closed the gate for waste disposal in May of 1997. The closure and post-closure care plan was approved by the Secretary of groundwater and landfill gas monitoring network consisted of four groundwater monitoring wells and four permanent landfill gas monitoring wells on May 14, 1996. Currently, there is seven ground- water monitoring wells and four landfill gas monitoring wells.

Souder Miller & Associates was contracted to create the closure and post-closure care plan which was approved the State of New Mexico Solid Waste Bureau Sectary (State). Souder Miller & Associates also providing ground water sampling and reporting for the first four years after the closing of the landfill. They have an intimate knowledge of each individual well and its idiosyncrasy's, as each well is unique.

The Division put out a request for proposal (RFP) and received proposals from six different companies. The RFP process allowed for both a state and local preference percentage reduction. The review committee consisted of three individuals with knowledge within this field. Based on the proposals received and the review committee evaluation, the Division is making the following recommendations.

ACTION REQUESTED:

The Division is respectfully requesting to enter into a contract with Souder Miller & Associates, for a total cost not to exceed seventy-seven thousand eight hundred eighty dollars (\$77,880). The funding for this contract is available in business unit 52251.510300 (Professional Services).

Attachments:

- Professional Service Agreement, Approved as to Form
- Santa Fe Business License
- Certificate of Liability Insurance
- Resident Business Certificate
- Tax and Revenue Registration Certificate

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 Souder Miller & Associates (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 as follows:

A. Currently the City's closed landfills are being sampled twice per year. The Contractor shall be required to sample according to requirements of the New Mexico Solid Waste Rules Or mandates placed by regulator.

(1) General requirements:

(a) Ground water sampling will be completed according to EPA. Methods for applicable testing parameters.

(b) A trip blank will be tested for each sampling event.

(c) All ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, 114W-7 and MW-8.

(d) Contractor will be responsible for analytical laboratory testing of samples according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test was completed on 1/31/11.

(2) Paseo de Vista Landfill:

(a) Two ground water sampling events per year on groundwater monitoring well network wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and Ortiz Park Well provide water depth only.

(b) Ground water sampling up to twice yearly on IVIW-2 6,7 & 8 according to regulations.

(c) Contractor must provide power source capable of powering ½ and ¾ HP motor control boxes. City will provide all control boxes.

B. The Contractor shall provide with each sampling event a water level reading on each of the wells sampled.

C. Compile data and generate a groundwater monitoring report including executive summary to include a minimum:

- (a) Introduction
- (b) Geohydrology conditions
- (c) Current investigation
- (d) Water level, gradient and trend
- (e) Groundwater flow velocity estimates
- (f) Groundwater sampling and analysis
- (g) Summary of groundwater quality data:
 - i. Organic constituents
 - ii. Metal constituents
 - iii. Other inorganic constituents
 - iv. Proposed background and assessment monitoring level concentrations
- (h) Assessment monitoring levels
- (i) Conclusion and references.

D. Consultant shall include the following information for each well sampled:
Tables that include:

- (a) Cumulative water level
 - i. Organic water quality
 - ii. Inorganic water quality
 - iii. Groundwater flow velocity
- (b) Figures including:
 - i. Map of the vicinity of the Landfill
 - ii. Water table map
 - iii. Groundwater quality summary
 - iv. Nitrate concentrations and histories.
- (c) Appendices including:
 - i. Water level hydrographs on all monitoring wells
 - ii. Laboratory reports for water quality analyses
 - iii. Groundwater sampling field notes and chain of custody documents.

E. Provide required notification to New Mexico Environment Department Solid Waste Bureau of site specific assessments level exceedance. (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

F. The Contractor must provide editable electronic version of draft report level notification and monitoring report three weeks prior to deadline of submittal. The Environmental Services Division shall review and propose changes as needed. The Contractor must be available via telephone for response to question or clarification of report, exceedance notification or data.

G. Contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

- (a) TBA, City of Santa Fe Environmental Services Director
- (b) Lawrence Garcia, City. of Santa Fe Environmental Services Division

- (c) Alex Puglisi, City of Santa Fe Public Utilities Department
- (d) New Mexico Environment Department Solid Waste Bureau

H. Provide pricing based on per reporting event which includes drawing samples from wells; preparing samples for laboratory; analytical laboratory testing; review of reports and data; preparation of reports or notifications; time for clarification of report and changes; print reports and submit within regulatory deadlines.

I. Provide hourly rate for other related environmental, engineering services, or technical support as requested. Examples of potential tasks include but are not limited to:

- (a) Vadose zone testing planning and sampling, and reporting
- (b) Sampling methodologies, including low flow sampling.
- (c) Well design recommendations
- (d) Request to regulators to reduce sampling events and parameters
- (e) Support for meetings with regulators
- (f) Recommendations on sampling well maintenance and repairs.
- (g) Meetings with other contractors and staff on wells, sampling, regulations, etc.
- (h) Provide answers and recommendations to regulatory, ground water, sampling and other environmental questions and issues.
- (i) Financial assurance consultation and submittals.
- (j) Additional sampling as requested by City.

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, a sum not to exceed twenty-two thousand four hundred dollars (\$22,400), inclusive of applicable gross receipts taxes. Hourly support rate of payment shall be made for services actually rendered at the rate of one hundred eighty dollars (\$180) per hour,

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.

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 the Contractor, whichever occurs last, and terminated on June 30, 2015, pursuant to Article 7 below

6. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for three (3) additional one (1) year agreements. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City upon 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 of papers prepared under this Agreement.

(2) Compensation is based upon flat rate and 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.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTOR

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 the ordinance throughout the term of this contract.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 will be notified within 10 days 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 as a condition prior to performing services under this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. APPLICABLE LAW; CHOICE 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.

19. AMENDMENT

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

20. 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.

21. 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.

22. 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.

23. 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:
Lawrence Garcia
Environmental Services Division
Director P.O. Box 909
Santa Fe, NM 87504

Contractor: Souder Miller & Associates
Reid S. Allen, P.G.
Senior Vice President/Senior Geoscientist
2904 Rodeo Park Drive E #110
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:
Souder Miller & Associates

BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE: _____

DATE: _____

ATTEST:

NM Taxation & Revenue
CRS# 02-040132-00-9

YOLANDA Y. VIGIL, CITY CLERK

City of Santa Fe Business
Registration #14-00031366

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit/Line Item:
52251.510310

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date Business Started in NM 11/01/85	Date ID Number Issued 11/20/85	IDENTIFICATION NUMBER 02-040132-00-9
Business Location 1512 ST FRANCIS DRIVE		FILING STATUS <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly Filing Jan - Mar Apr - June July - Sept Oct - Dec
City and State SANTA FE	Zip Code NM 87501-0000	
Taxpayer Name		
Firm Name MILLER ENGINEERS INC		
Mailing Address 1512 ST FRANCIS DRIVE		<input type="checkbox"/> Semiannual Filing Jan - June July - Dec
City and State SANTA FE	Zip Code NM 87501-0000	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes, plus those listed. This copy must be displayed conspicuously by the registrant in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division, Director

By *Steven W. Kean*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87509-0630.



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

City of Santa Fe, New Mexico

BUSINESS LICENSE

Official Document
Please Post

Business Name: **SOUDER MILLER & ASSOCIATES**

Location: **2904 RODEO DRIVE EAST PARK**

Class: **CONTRACTOR - GENERAL**

Comment:

Control Number: 0026483

License Number: 14-00031366

Issue Date March 24, 2014

Expiration Date December 31, 2014

SOUDER MILLER & ASSOCIATES
2904 RODEO PARK DR E BLDG 100

SANTA FE NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2013

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 Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	CONTACT NAME: Mary Ann Padilla PHONE (A/C No. Ex): (505) 265-8481 FAX (A/C No.): (505) 266-3500 E-MAIL ADDRESS: mpadilla@westernassurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER B: Allied P&C Insurance Co</td> <td>42579</td> </tr> <tr> <td>INSURER C: AMCO Insurance Company</td> <td>19100</td> </tr> <tr> <td>INSURER D: Nationwide Mutual Insurance Co</td> <td>23787</td> </tr> <tr> <td>INSURER E: Hudson Specialty Insurance Co</td> <td>37079</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Depositors Insurance Company	42587	INSURER B: Allied P&C Insurance Co	42579	INSURER C: AMCO Insurance Company	19100	INSURER D: Nationwide Mutual Insurance Co	23787	INSURER E: Hudson Specialty Insurance Co	37079	INSURER F:
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INSURER F:														
INSURED Miller Engineers, Inc. dba Souder Miller & Associates 1201 Parkway Drive Santa Fe NM 87505														

COVERAGES **CERTIFICATE NUMBER:** 13-14 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ACPGLD07215297222	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Primary/NonContributory					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.						PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY		ACPBAPC7215297222	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Per 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				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	ACPCAA7215297222	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ACFWC7215297222	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional/Pollution		75B1894161204	11/1/2013	11/1/2014	Occurrence 3,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER For RFP Purposes Only C/O Souder Miller & Associates 1201 Parkway Dr Santa Fe, NM 87507	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 Mary Ann Padilla/MARYAN <i>mpadilla</i>

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SOUDER MILLER & ASSOCIATES**

DBA: **SOUDER MILLER & ASSOCIATES**
2101 SAN JUAN BLVD
FARMINGTON, NM 87401

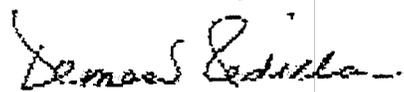
Expires: **27-Dec-2014**

Please verify current status of Certificate by contacting Taxation and Revenue Department

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L2012634688



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE