AGREEMENT
BETWEEN SANTA FE COUNTY AND AGM KONSTRUCTION, LLC
FOR CONSTRUCTION SERVICES

This Agreement is entered into this 14th day of October 2026, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **AGM Konstruction, LLC**, 1570 Pacheco Street Ste E6, Santa Fe, New Mexico 87505 (the "Contractor").

Background

WHEREAS, the County requires construction services for kitchen renovations at the public housing units at Valle de Esperanza, 155 A Camino de Quintana, Santa Cruz; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-129 (Procurement under existing contracts), the Procurement Manager determines that these services may be procured without a competitive solicitation utilizing Statewide Price Agreement (SWPA) No. 45-00000-23-00034; and

WHEREAS, the County requires the services of the Contractor and the Contractor is qualified and willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR'S SERVICES

Furnish all labor, materials, equipment, supervision, permits, disposal, and incidentals necessary to complete kitchen renovations at 48 designated housing units at Valle de Esperanza, including removal and replacement of kitchen cabinets, countertops, sinks, plumbing fixtures, and range hoods; applicable ADA accessibility upgrades; minor electrical changes; repair of finishes impacted by the work; and related cleanup and waste removal.

Contractor's Services are described in detail in the Contractor's quote dated September 28, 2026. (see Attachment A) Contractor's Services will be performed in conformity with Statewide Price Agreement No 45-00000-23-00034.

2. ADDITIONAL SERVICES

A. The parties agree that the services in section 1 above will be completed to the County's satisfaction and for the amount stated in section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the term of this Agreement will not exceed **$838,037.28,** *exclusive* of NM GRT.

B. The Contractor will submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought.

1) The County's representative for certification of acceptance or rejection of and services is Daniel M. Anderson, Project Manager III, danderson@santafecountynm.gov, (505)-992-3014, or such other individual as may be designated in the absence of the County representative.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations).

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Scope of Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

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

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County:	Santa Fe County Public Works Department Attn: Daniel M. Anderson, Project Manager III 424 NM Highway 599, Building H Santa Fe, New Mexico 87504
The Contractor:	AGM Konstruction, LLC Attn: Ambrose Castellano, Owner 1570 Pacheco Street Suite E6 Santa Fe, NM 87505

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General. The Contractor must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Contactor's insurance must include coverage for all services and work performed for the County under this Agreement; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named as additional insured on the Contractor's policy.

C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, , NMSA 1978, Section 41-4-1, the Contractor must increase the maximum limits of any insurance required under this Agreement.

D. Professional Liability Insurance. Contractor must maintain during the term of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Bonds.

1) Performance Bond. Contractor will furnish a performance bond in an amount at least equal to 100% of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

2) Payment Bond. The Contractor will provide payment bond in an amount not less than 100% of the contract price or in a penal sum not less than that prescribed by state law as security for the payment of all persons performing labor or services for the project that is the subject of this Agreement or furnishing materials in connection with this Agreement. The Payment Bond must remain in effect at least one year after the date when final payment is due under this Agreement.

3) Labor and Material Bond. Contractor must provide to the County evidence of a Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers and other vendors associated with the project.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:

Justin S. Greene, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

10/14/2026
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

10/1/2026
Date

CONTRACTOR - AGM KONSTRUCTION, LLC:

Ambrose Castellano, Owner

10-1-26
Date