



**TOWN OF KIRTLAND**  
**Town Council Regular Meeting Agenda**  
**Council Chambers**  
**47 RD 6500 Kirtland, NM 87417**  
**July 17, 2025 at 5:00 pm**

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Regular Meeting
- E. Approval of Agendas
  - 1. Approval of the July 17, 2025 Regular Meeting Agenda
  - 2. Approval of consent agenda to include:
    - a. Draft Meeting Minutes from June 17, 2025
    - b. June 2025 Financial Report
- F. Old Business
  - 1. Salty Dog SWD Remediation review and possible vote
  - 2. Technical Advisor/Compliance Officer – part-time position discussion
  - 3. Sign posting discussion and update
  - 4. Municipal Engineering Contract agreement discussion and vote
  - 5. San Juan County Regular Local Election
  - 6. CYFD Community Clean Up discussion
- G. New Business
  - 1. Sewage report
  - 2. Readdressing discussion
  - 3. Harper Valley median discussion
  - 4. Temporary general maintenance and services agreement review and vote
  - 5. Splash pad color selection and vote
  - 6. Kirtland Park wood chips quote review and vote
- H. Reports from Elected Officials
- I. Comments/Input from the public  
*(Limited to 3 minutes per person on subjects the Council has not previously discussed or taken formal action on. No formal action will be taken at the meeting.)*

## STATE LAW

*An Executive Session may be called at any time during the meeting. Pursuant to New Mexico Open Meetings Act New Mexico State Statute: § 10-15-1(H)*

*Subsections;*

*(1) Meetings pertaining to issuance, suspension, renewal or revocation of a license, except that a hearing at which evidence is offered or rebutted shall be open. All final actions on the issuance, suspension, renewal or revocation of a license shall be taken at an open meeting;*

*(2) Limited personnel matters; provided that for purposes of the Open Meetings Act, "limited personnel matters" means the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee; provided further that this paragraph is not to be construed as to exempt final actions on personnel from being taken at open public meetings, nor does it preclude an aggrieved public employee from demanding a public hearing. Judicial candidates interviewed by any commission shall have the right to demand an open interview;*

*(3) Deliberations by a public body in connection with an administrative adjudicatory proceeding for purposes of this paragraph, "administrative adjudicatory proceeding" means a proceeding brought by or against a person before a public body in which individual legal rights, duties or privileges are required by law to be determined by the public body after an opportunity for a trial-type hearing. Except as otherwise provided in this section, the actual administrative adjudicatory proceeding at which evidence is offered or rebutted and any final action taken as a result of the proceeding shall occur in an open meeting;*

*(4) The discussion of personally identifiable information about any individual student, unless the student or the student's parent or guardian requests otherwise;*

*(5) Meetings for the discussion of bargaining strategy preliminary to collective bargaining negotiations between the policymaking body and a bargaining unit representing the employees of that policymaking body and collective bargaining sessions at which the policymaking body and the representatives of the collective bargaining unit are present;*

*(6) that portion of meetings at which a decision concerning purchases in an amount exceeding two thousand five hundred dollars (\$2,500) that can be made only from one source is discussed and that portion of meetings at which the contents of competitive sealed proposals solicited pursuant to the Procurement Code are discussed during the contract negotiation process.*

*(7) Meetings subject to the attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become participant;*

*(8) Meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body*

## J. Adjournment

## DISABILITY

*The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Town Clerk at the Town Hall Building located at 47 RD 6500 Kirtland, New Mexico at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.*

## Agenda Posted in (six) 6 Public Places in the Town of Kirtland

1. Kirtland Town Hall, 47 RD 6500
2. Kirtland Post Office, 4211 HWY-64
3. Dairy Queen, 4216 HWY-64
4. Lower Valley Water Association, 4286 HWY-64
5. General Supply, 4345 HWY-64
6. Harper Valley Bulletin Board



**TOWN OF KIRTLAND**  
**Town Council Special Meeting Agenda**  
**Council Chambers**  
**47 RD 6500 Kirtland, NM 87417**  
**June 17, 2025 at 5:00 pm**

- A. Mayor Uhl called the meeting to order at 5:01 pm in the Council Chambers of the Town Hall, located at 47 RD 6500, Kirtland, New Mexico.
- B. Councilor Warner gave the invocation.
- C. Councilor Trujillo led the Pledge of Allegiance.
- D. Special Meeting of the Kirtland Town Council.

**Those present:**

Mayor Uhl  
 Mayor Pro Tem Gilbert  
 Councilor Trujillo  
 Councilor Warner  
 Clerk LaMone

**Those absent:**

Councilor Banks

**Visitors:**

2

**E. Approval of Agendas**

**1. Approval of the June 17, 2025 Special Meeting Agenda**

Mayor Pro Tem Gilbert made a motion to approve the June 17, 2025 Special Meeting Agenda. Councilor Warner seconded the motion. Upon voice vote the motion passed unanimously

**2. Approval of consent agenda to include:**

**a. Draft Meeting Minutes from June 10, 2025**

Councilor Warner stated on page 4 of the Draft Meeting Minutes from June 10, 2025, item G.4., the Municipal Engineering Contract agreement discussion and vote, under New Business, there was recommendation to move forward with accepting the amendment and terms with DTF Engineering and, after additional discussion, Mayor Pro Tem Gilbert seconded the motion that Mayor Uhl asked for. Councilor Warner continued to say the wording in the

minutes states a motion was not made and in legal terms, the Council should ensure they were correct in accepting the agreement. Councilor Warner asked if it was appropriate to make a statement for something that did not exist or words that were not stated. Councilor Warner recommended the second sentence be extracted. Mayor Pro Tem Gilbert asked if the recommendation was an intent to make a motion. Councilor Warner stated the intent was to make a motion to move forward with the DTF Engineering agreement. Councilor Trujillo asked what the audio reflected. Clerk LaMone answered what is stated in the minutes. Councilor Warner stated the audio would not say there was a no motion made and the statement is an interpretation the audio. Clerk LaMone stated the statement adds explanation to the rest of the verbiage of the minutes. Clerk LaMone stated the Open Meetings Act states the minutes should include, at a minimum, what was voted on. Councilor Trujillo asked if what was stated in the minutes is accurate. Clerk LaMone answered yes and said although there were volume issues with the audio recording, this section of the recording is clear and loud. Mayor Uhl called the Town attorney and explained there was no motion made to item G.4., Municipal Engineering Contract agreement discussion and vote, under New Business. Mr. Van Vleck stated if there was no formal motion made, the item dies, and the item would have to be added to the next agenda. Councilor Trujillo asked if the agenda could not be approved. Mayor Pro Tem Gilbert stated the minutes can be approved as is since it reflects what happened. Councilor Warner made a recommendation to add the item, Municipal Engineering Contract agreement discussion and vote, to the next meeting's agenda and the minutes be left as they are accurate according to Clerk LaMone's review of the audio.

Councilor Warner made a motion to push item 4 on page 4, the Municipal Engineering Contract agreement discussion and vote, to the next meeting.

Mayor Pro Tem Gilbert made a motion to approve the Draft Meeting Minutes from June 10, 2025 as is.

Councilor Warner stated the engineering contract expired June 11, 2025 without being approved. Mayor Uhl presented June 20<sup>th</sup>, June 27<sup>th</sup>, and June 30<sup>th</sup> as possible dates to hold a Special Meeting. Councilor Trujillo asked why the Council was not informed that the contract would expire on June 11, 2025. Mayor Uhl stated the engineering contract expired and the Council approved DTF Engineering to continue completing the three current projects. Councilor Trujillo stated the letter was an amendment to extend the end date of the original contract. Mayor Uhl asked if the amendment should have an end date for the projects to be completed. Councilor Trujillo answered yes and the agreement between the Council and the Engineering should have a project completion end date. Mayor Uhl stated the end dates for the completion of these projects were unknown. Councilor Warner stated he did not see the contracts in the packets and asked Clerk LaMone if the contracts were emailed to the Council in advance. Clerk LaMone stated the contracts were the letters from DTF Engineering and those letters were emailed to the Council in advance. Mayor Pro Tem Gilbert stated the Council is discussing contracts when they should be discussing the minutes based on the agenda and the Council should get back to the current agenda.

Mayor Pro Tem Gilbert made a motion to approve the Draft Meeting Minutes from June 10, 2025 as is. Councilor Warner seconded the motion. Upon voice vote the motion passed unanimously.

## F. **New Business**

### 1. **Liability Insurance Policy Renewal review and vote**

Kysar Millennium Leavitt Insurance Agency, Inc. representative Nate Duckett presented the Insurance Renewal Proposal for the Town of Kirtland for fiscal year (FY) 2026 to the Council. Councilor Trujillo asked what happens when the Splash Pad and Lighting projects are completed. Mr. Duckett answered the Town would have to provide the values of those projects. Councilor Trujillo stated the Town will be adding an employee in the future. Mr. Duckett stated the Town would have to inform Kysar. Councilor Trujillo asked the Council if the amount proposed was within the approved budget amount for FY 2026. Clerk LaMone answered \$35,000.00. Councilor Trujillo stated a resolution would have to be passed to adjust the budgeted amount. Councilor Warner stated the Council did not know what the full-term renewal would be based on adjustments that would happen. Mr. Duckett stated there would be a small difference in the amount based on the adjustments and a budget adjustment of \$37,000.00 would help for flexibility throughout the year. Councilor Trujillo suggested a budget adjustment. Mayor Pro Tem Gilbert asked if the proposal was similar to the current policy, with market adjustments. Mr. Duckett answered yes.

Councilor Trujillo made a motion to pass and adopt the insurance proposal from Kysar. Mayor Pro Tem Gilbert seconded the motion. Upon voice vote the motion passed unanimously.

## G. **Reports from Elected Officials**

Mayor Uhl: Informed the Council that the audit review is still in the process between the attorney and the auditors. Councilor Trujillo asked if this was in reference to the Valley Water and Sanitation District audits and the exit interview. Mayor Uhl answered yes.

Mayor Pro Tem Gilbert: Nothing to report.

Councilor Trujillo: Nothing to report.

Councilor Warner: Nothing to report.

## H. **Comments/Input from the public**

Representative Mark Duncan asked Mayor Uhl if he had any luck finding the scumbag who lied to the ethics committee. Mayor Uhl answered no. Mr. Duncan stated Councilor Trujillo threatened to sue him as the Mayor of Kirtland and provided an updated address. Councilor Trujillo asked Mr. Duncan, as a Representative, if this was a professional way of acting out and speaking his mind. Mr. Duncan asked Councilor Trujillo if his actions were professional. Councilor Trujillo answered by asking the tough questions. Mr. Duncan stated the destroying people's reputations is not appropriate. Councilor Trujillo asked in what form Mr. Duncan was speaking in. Mr. Duncan stated as an individual and not a Representative.

SBi Representative Randy Mifflin asked if the Town's attorney had reviewed the proposed contract for the Town's IT security. Clerk LaMone answered yes.

**I. Adjournment**

At approximately 5:42 pm Mayor Uhl asked if there were any further questions or comments. There were none at the time, and it was suggested that the meeting could be adjourned.

Mayor Pro Tem Gilbert made a motion to adjourn the meeting. Councilor Trujillo seconded the motion. Upon voice vote the motion passed unanimously. Meeting adjourned at 5:42 pm.

SEAL

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Alex Uhl, Mayor

ATTEST:

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Jonathan LaMone, Town Clerk

DRAFT



# TOWN OF KIRTLAND

July 17, 2025

Ramon Hancock  
Sr. Landman – San Juan North  
Hilcorp San Juan, L.P.

RE: Salty Dog SWD #1 Remediation Approval - Hilcorp Energy Company

Dear Mr. Hancock,

We received your email regarding the Hilcorp Energy Siting Summary Report prepared by Ensolum, LLC. We have consulted with our legal and technical consultants and have the following comments.

- The site background information does not include the date when the 5 point composite was collected for analysis or the laboratory analytical results.
- No volatile organic compound (VOC) headspace readings were recorded on the soil boring logs; therefore, vapor concentrations in the borings are unknown.
- Soil boring logs indicate that clay was present in the borings; leaving a boring open for only 72 hours and may not be enough time for groundwater to enter a boring/well that is advanced into clay (because of the smear zone).
- The soil location map (Figure 1) indicates that at least six registered wells are present cross gradient from the Salty Dog location, with reported depths to water ranging from 11 to 42 feet bgs.
- The pond at Riverview Golf Course is located approximately 2400 feet SSW of the Salty Dog location, with a shallow drainage channel along this flow path. Review of historic aerials indicates the possibility of shallow hydraulic connectivity.
- Both the San Juan College West Campus and the Kirtland Youth Center are present downgradient at approximately 3,000 ft and 4,000 ft, respectively.

Given the presence of shallow groundwater (11 to 42 ft bgs) cross gradient from the Salty Dog SWD, in addition to the location of the Salty Dog SWD in proximity to downgradient potential points of exposure at the Riverview Golf Course, and to a lesser degree at the college campus and youth center, the Town of Kirtland requests that the most stringent cleanup standards are implemented for this location (i.e. where groundwater is LESS than 50 ft bgs).

Sincerely,

Alex Uhl  
Mayor  
Town of Kirtland

## Hilcorp Salty Dog SWD Remediation:

### 1. Concerns over the possibly of contaminating the groundwater.

Delineation soil sampling at the site indicated that TPH concentrations were present above the closure criteria to depth of approximately 14 to 17 feet below ground surface. TPH impacted soil will be removed through excavation and off-site disposal, mitigating the possibility of contaminants migrating to groundwater. The NMOCD soil closure criteria are designed to be protective of groundwater based on the separation between potential soil impacts and groundwater, so meeting these criteria should be protective of groundwater as a final receptor. Additionally, groundwater is greater than 50 feet below ground surface and the TPH contaminants present at the site are primarily motor-oil range organics (MRO) with limited diesel range organics (DRO) and no gasoline range organics (GRO). DRO and MRO are less mobile in the subsurface, and as this is a historical release that has been present for many years, migration has not significantly occurred and is unlikely to do so in the future.

### 2. Has there been contamination at the sites?

There are seven releases reported to the NMOCD on C-141's as found on the NMOCD database well files. All releases previously reported between 2002 and 2023 were resolved.

### 3. Did or has remediation occurred in these sites?

All previously releases were purportedly resolved, however there is little backup documentation outside of the C-141 forms. The current release associated with the BGT closure has not yet been remediated but excavation and off-site disposal is the proposed cleanup.

### 4. Are there testing points set up at the locations?

At this time, groundwater impacts have not been identified at the Salty Dog SWD #1 site and no monitoring wells exist on the site. However, there are many wells located south and west of the site associated with the San Juan River Gas Plant and the ongoing remediation and monitoring at that site. At the Salty Dog SWD #1 site, soil samples will be collected per the NMOCD rules (19.15.29 NMAC) once the remedial excavation is complete to ensure that impacted soil has been removed and soil left in place meets the applicable closure criteria.

### 5. Are these sites or wells being monitored, if so, how?

The adjacent groundwater abatement site is the responsibility of El Paso Gas Company and is being monitored under NMOCD incident number NAUTOFRM000157 and abatement plan AP-69.

### 6. Is NM EPA involved in this matter? Have the sites passed all inspections from the EPA and if the violations, if any, were handled? Lastly, if NM EPA is involved, is there documentation for that?

The only agency that has jurisdiction over this site is the NMOCD. From my knowledge, there hasn't been involvement from any other state or federal agencies.

June 4, 2025

Mayor Alex Uhl  
Town of Kirtland  
47 Road 6500  
Kirtland NM 87417

RE: Agreement for Engineering Services  
RFP #2023-01  
Municipal Engineering Services

Dear Mayor Uhl,

On October 1, 2023, the Town of Kirtland (Town) and DTF Engineering (DTF) entered into a multi-year contract for Municipal Engineering Services for a period of 4 years. On May 9, 2025, DTF entered into an agreement with the NM State Ethics Commission to settle claims that DTF has violated the NM State Procurement Code. The claims were the result of an anonymous complaint the Commission received. The Commission would not release the details and apparently did not investigate the claims. DTF denied all allegations in the claim but made a business decision to resolve the matter on substantially more favorable terms that had originally been proposed by the Commission. The Town was not contacted or involved in the claim, and to our knowledge was not contacted regarding the settlement or participation in the settlement agreement. All the work DTF performed was at the direction of you, the two previous Mayors and Council. DTF and its employees are not employed by the Town.

The Commission released the claim with conditions that have significant impacts on the above referenced Municipal Engineering services Contract. As long as the contract is in effect, DTF is not allowed to participate in any aspect of Procurement. Procurement is broadly defined to include "preparation of specifications, solicitation of sources, qualification or disqualification of sources, preparation and award of contract and contract administration". See New Mexico Statute Section 13-1-74. Although DTF denies that it was subject to the Procurement Code, and denied all violations alleged by the Commission, it is now bound by the settlement agreement not to engage in any activities that could be considered procurement. DTF is concerned that a significant portion of the duties are implicated, including the Project Specific Work contemplated by the agreement.

The Town and DTF entered into agreement for services with good intentions. The limitations required by the Commission will prevent DTF from completing projects for the Town. We are willing to consider appropriate limitations or modifications of the Agreement to address these concerns. Otherwise, we respectfully request to terminate the Municipal Engineering Contract within 7 days of this letter. There is no dispute between DTF and the Town. We agree to terminate the contract without further claim, counterclaim, dispute or other issues relating to the contract.

The Town may choose to enter into agreement with DTF to finish the 3 existing projects under separate agreement. DTF will require the Town to be responsible for further claims from the anonymous complainant. This will include all time, legal expenses and fees. The Town will commit to active involvement to dispute future claims from any commission or board connected to Town Projects.

Sincerely,  
DTF Engineering



Daniel T. Flack, PE

## 2025 Regular Local Election Candidate Information

### **When is the election?**

The Regular Local Election will be held on Tuesday, November 4, 2025.

### **When do I need to file to run in the election?**

Candidate filing day for all local offices for the 2025 Regular Local Election is TUESDAY, AUGUST 26, 2025 – between 9:00 am and 5:00 pm.

Write-In Candidate filing day for all local offices for the 2025 Regular Local Election is TUESDAY, SEPTEMBER 2, 2025 – between 9:00 am and 5:00 pm.

### **Where do I need to file to run in the election?**

Declarations of candidacy and candidate qualification documents will need to be filed with the County Clerk in Aztec, NM.

### **What will I need to file?**

Each Candidate filing to appear on the Regular Local Election Ballot must submit a Declaration of Candidacy Form (and any other required forms) to the County Clerk in Aztec, NM during the designated hours of 9:00 am and 5:00 pm.

The Kirtland Town Clerk has these forms available as well.

### **Where can I go for more information?**

You can go online to the New Mexico Secretary of State's website. Look under the 2025 Regular Local Election Candidate Information.

### **When does the Town of Kirtland's, Town Council Meet?**

The Town Council meets on the second Tuesday of each month at 5:00 pm.

### **Where does the Town Council Meet?**

The Town Council meets at the Town Hall located at 47 RD 6500, Kirtland, NM.

### **How much are members of the Town Council paid?**

There are currently no salaries assigned to council members and time spent is completely voluntary.

If there are any additional questions, please contact the Kirtland Town Clerk at 505-598-4160 or email at [clerk@kirtlandnm.org](mailto:clerk@kirtlandnm.org).

# 2025 Regular Local Election Calendar

Election will be held on Tuesday, November 4, 2025

Note: This is a draft calendar. Each municipality should review all applicable regulations and verify the dates for accuracy.

DATE	ACTION	STATUTE
	Municipality must adopt any ordinances and/or resolutions to establish ballot questions NOTE: See the corresponding statutes for the timelines for the type of question being considered (GRT, Bond, Liquor, etc)	N/A
By August 26, 2025	Deadline for County Clerk to submit any ballot questions to the Secretary of State for the Local Elections Ballot.	1-16-8
On August 26, 2025 9:00 AM and 5:00 PM	Candidate Filing Day - candidates file declaration of candidacy with the County Clerk NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state [August 6, 2025] (1-22-3B)	1-22-7A
On September 2, 2025 9:00 AM and 5:00 PM	Write-In Candidate Filing Day - candidates file declaration of candidacy with County Clerk NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state [ August 6, 2025] (1-22-3B).	1-22-8.1C
By September 5, 2025 5:00 PM	By Deadline for County Clerk to certify candidate and place name on ballot	1-22-10A
Between October 7, 2025 to November 1, 2025	Early voting	1-6-5.7
By October 28, 2025	Deadline for any group of three candidates to file a written notice to appoint watchers for the election	1-22-13A
<b>November 4, 2025</b>	<b>Regular Local Election Day</b>	1-22-3A
Between November 10, 2025 and November 14, 2025	Local Canvassing Board will meet to canvass election	1-13-13
Starting November 28, 2025	Secretary of State issues certificates of election to the winning candidates and certifies the passage or defeat of any bond question	1-13-16B
<b>On January 1, 2026</b>	Term of Office begins for newly elected candidates Note: The oath of office shall be issued before the candidate may enter upon the duties of the office.	1-22-18



Choose from a variety of brilliant color options for each individual part of an Aquatix® structure to create your own bright and colorful aqua play environment.

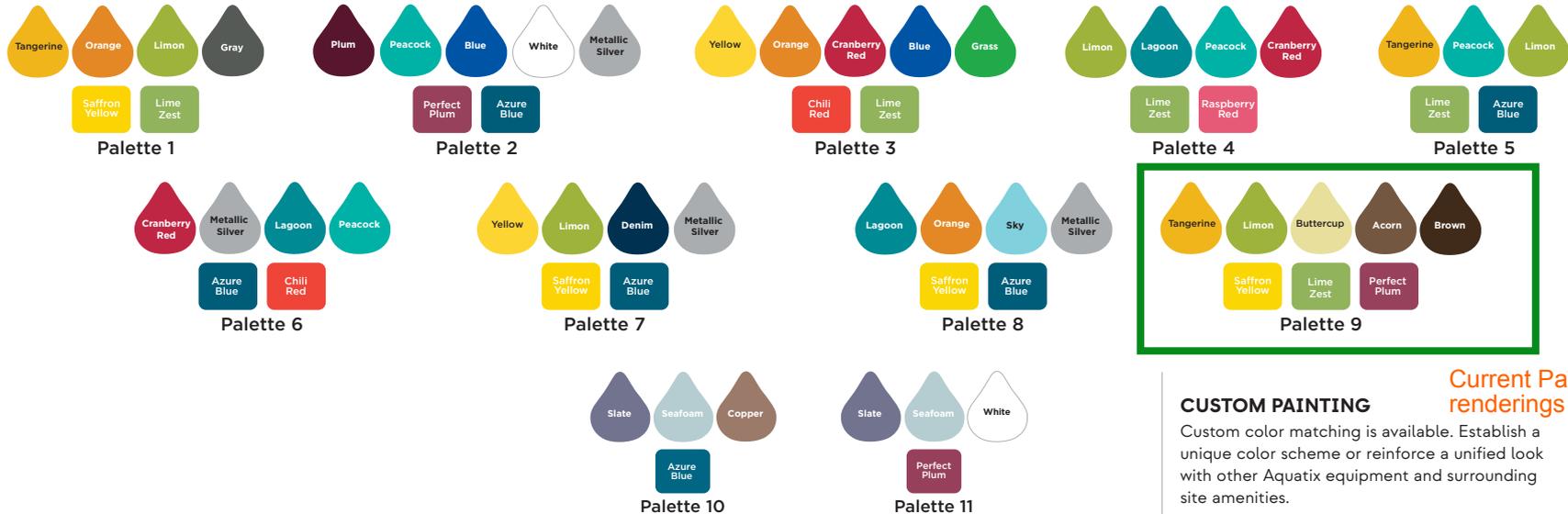
All possible paint colors

PAINT COLOR OPTIONS

Our multi-step polyurethane finishing system is specifically designed to help prevent wear and fading caused by chemically treated water and UV rays. Aquatix can provide complimentary touch-up paint to be used onsite for continued perfection.



PALETTES—PAINT AND ACRYLIC MATERIALS



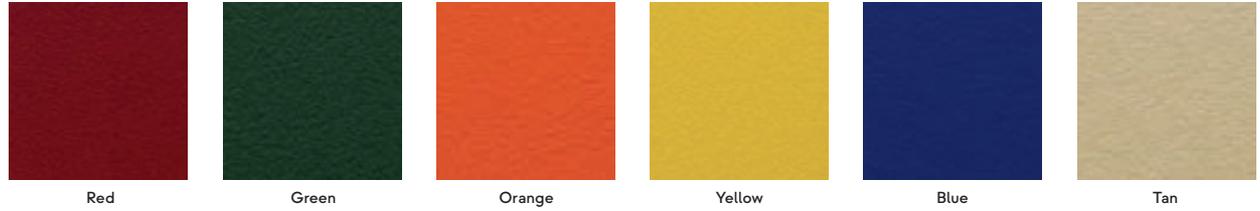
Current Palette in renderings

CUSTOM PAINTING

Custom color matching is available. Establish a unique color scheme or reinforce a unified look with other Aquatix equipment and surrounding site amenities.

### SOLID PANEL COLOR OPTIONS

At .50", our versatile, environmentally stabilized solid panels are made with high-impact-resistant polymer.



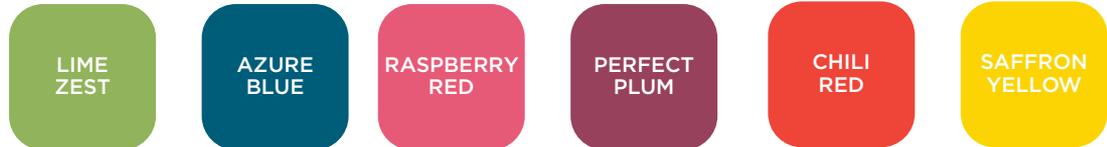
### TWO-TONE PANEL COLOR OPTIONS

Two-tone panels offer contrasting colors and are ideal for engraving. At .50" and .75", our versatile, environmentally stabilized solid panels are made with high-impact-resistant polymer.



### ACRYLIC PANEL COLOR OPTIONS

High-quality, lightweight, chemical-resistant acrylic panels have excellent outdoor stability. Ideally suited for a wide range of applications: panel attachments, theming, flowers, wings and much more.



All Acrylic panel options for plant leaves and dragonfly wings



Proposal

Q010181

Please Issue Purchase Order to:  
 Cooperative Educational Services  
 PO Box 81045  
 Albuquerque, NM 87198  
 Contract 2023-16-C116-ALL

Proposal Date	Salesperson
7/9/2025	Andrea Neal 505-999-8031 andrea@exerplay.com

Town of Kirtland: Town Park - EWF Playground Surfacing  
 CES - 2023-16-C116-ALL

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
1.00	EWF	SURFACING Engineered Wood Fiber, 150 CY (070725)	6,750.00	4%	6,480.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal		6,480.00
<i>Taxes subject to change</i>			Tax Total:		0.00
Proposal prepared by: Susanne Turner			<b>Total</b>		<b>6,480.00</b>

Accepted by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**General Terms and Conditions:**

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

**Billing and Payment Terms:**

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.



**Installation Terms:**

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

**General Contractor is responsible for:**

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.