

Purchasing Memo

Date: February 3, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Via: Jesse D. Roach, Interim Public Utilities Department Director. *Jesse Roach*

Subject: Request approval of Amendment No. 3 to Price Agreement Item # 24-0653 with A.A.C. Construction LLC (AAC) to Correct Contract Compensation Language. (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Contract Number: 3202927

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 3 to correct compensation language in the contract for Amendment 2. All memo language will stay the same as it was in Amendment 2.

On November 13, 2024 the Governing Body approved the Public Utilities Department, Water Division request for approval of Amendment No. 2 to Price Agreement Item # 23-0183 (Munis contract number 3202927) with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by \$1,581,875.00 for a New Total Contract Amount of \$5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. However, the amount in the contract was inaccurate.

Paragraph 1. Compensation, of Amendment 2 stating the total amount payable to the Contractor shall not exceed \$5,438,228.27 has been changed to the correct amount of \$5,041,875.30.

CONTRACT NUMBER:

The Munis contract number is 3202927

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY 2024-25 at the initial funding amount of \$3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds. The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line repairs and replacements. The contract is funded from the CIP budget for Transmission and Distribution to work on their infrastructure.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/Fund 500

Munis Org Name/Number: Water CIP/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins enm.gov ajhopkins@santafenm.gov **Date:** Feb 12, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer (CPO) / Designee: Travis Dutton-Leyda **Date:** Feb 13, 2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: WTR2550524

Approval: Josie Belken **Title:** Controller **Date:** Feb 12, 2025

Comment/Exceptions: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

Department Contract Administrator Contact Info:

Gina Wolff, vawolff@santafenm.gov

ATTACHMENTS:

- Amendment No. 3
- Budget Amendment Request (BAR)
- Original Contract Packet 3202927 with Amendments 1 & 2

Item# _____
Munis Contract#3202927
Original Contract Item#21-0483
CIP #3058

**CITY OF SANTA FE
AMENDMENT No. 3 TO
The Priority Line Replacement Price Agreement
ITEM#21-0483**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE Agreement, dated September 10, 2021 (the "Agreement"), between the City of Santa Fe and A.A.C. Construction, LLC. The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is replaced entirely with the following language:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to five million, forty-one thousand, eight hundred and seventy-five dollars (\$5,041,875.00). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred eighty-six thousand five hundred fifty-one dollars and sixty-five cents (\$386,551.65) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million forty-one thousand eight hundred**

seventy-five dollars (\$5,041,875.00). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.


IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber, Mayor

DATE: _____

CONTRACTOR:
A.A.C. Construction, LLC


Andrew Sisneros (Jan 31, 2025 06:08 MST)

Andrew Sisneros

DATE: Jan 31, 2025

TITLE: Managing Member

NMBTIN: _____
CRS# 03-157349-00-5

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Jan 31, 2025 09:41 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director  John Dupuis (CC) 10/29/24 15:27 MDT
Jesse D. Roach, Water Division Director 

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by \$1,581,875.00 for a New Total Contract Amount of \$5,041,875.30 including NMGR (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by \$1,581,875.00 for a New Total Contract Amount of \$5,041,875.30 including NMGR with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov)

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement # 23-0183

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of \$3,500,000 inclusive of NMGR. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of \$1,000,000 to this contract, \$500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of \$1,581,875.00 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: *John J. [Signature]* **Date:** Nov 1, 2024

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number for AAC is 3202927

The FY25 Project ledger number for Priority Line Replacement is WTR2550521

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: Water Enterprise Fund/Fund 500

Munis Org Name/Number: Water CIP/5050395

Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: *Andy Hopkins* **Date:** Oct 31, 2024

Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: _____ **Date:** _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Approval: _____ **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:

Contract 3202927 Amendment No. 2
Budget Amendment Request (BAR)

cc:

DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

The Inland Marine policy includes a Loss Payee endorsement that provides Loss Payee status to the Certificate holder as respects to the above referenced.



RE: Various Jobs and Projects

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director 
Jesse D. Roach, Water Division Director 

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by \$1,581,875.00 for a New Total Contract Amount of \$5,041,875.30 including NMGR (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by \$1,581,875.00 for a New Total Contract Amount of \$5,041,875.30 including NMGR with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov)

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement # 23-0183

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of \$3,500,000 inclusive of NMGR. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of \$1,000,000 to this contract, \$500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of \$1,581,875.00 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number for AAC is 3202927
The FY25 Project ledger number for Priority Line Replacement is WTR2550521

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** Oct 31, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: _____ **Date:** _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Approval: _____ **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:

Contract 3202927 Amendment No. 2
Budget Amendment Request (BAR)

cc:

**CITY OF SANTA FE
AMENDMENT No. 2 TO
The Priority Line Replacement Price Agreement
ITEM#21-0483**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Agreement, dated September 10, 2021 (the "Agreement"), between the City of Santa Fe and A.A.C. Construction, LLC. The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of one million, five hundred and eighty-one thousand, eight hundred and seventy five dollars (\$1,581,875.00) so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to five million, forty-one thousand, eight hundred and seventy-five dollars and thirty cents (\$4,944,612.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling four hundred ninety three thousand six hundred fifteen dollars and fifty-two cents (\$493,615.52) shall be paid by the


City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million four hundred thirty eight thousand two hundred twenty eight dollars and twenty seven cents (\$ 5,438,228.27). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jan 15, 2025 10:47 MST)

ALAN WEBBER, MAYOR

DATE: Jan 15, 2025

CONTRACTOR:

A.A.C. Construction, LLC


Andrew Sisneros (Oct 26, 2024 06:24 MDT)

ANDREW SISNEROS, OWNER

DATE: Oct 26, 2024

CRS# 03-157349-00-5

Registration #19-00127501

ATTEST:


Andrea Salazar (Jan 15, 2025 10:53 MST)

~~GERALYN CARDENAS, INTERIM CITY CLERK~~

GB MTG 11-13-2024

xiv

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Oct 28, 2024 08:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Emily K. Oster
FINANCE DIRECTOR





GB AAC Contract Amendment 2 Munis Contract 3202927

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAALv-Wzon7KgiZ0So4eLlxvqVndD96Xplh

"GB AAC Contract Amendment 2 Munis Contract 3202927" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-30 - 7:41:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-30 - 7:50:00 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-30 - 7:54:01 PM GMT- IP address: 104.47.65.254
-  Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: BAR requires Dept Director signature before it comes to Budget.
2024-10-30 - 7:55:05 PM GMT- IP address: 63.232.20.2










GB AAC Contract Amendment 2 Munis Contract 3202927 (1)

Final Audit Report

2024-11-06

Created:	2024-10-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZp8GD-HBWbp0KNIfU5kKAB9ijyTu0WIH

"GB AAC Contract Amendment 2 Munis Contract 3202927 (1)" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-31 - 8:52:49 PM GMT- IP address: 75.233.144.205
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-31 - 8:57:26 PM GMT
-  Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-31 - 9:27:29 PM GMT - Time Source: server- IP address: 174.218.18.173
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2024-10-31 - 9:27:35 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2024-10-31 - 9:33:35 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2024-10-31 - 9:34:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-31 - 9:34:24 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-31 - 11:23:17 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-31 - 11:23:53 PM GMT - Time Source: server- IP address: 63.232.20.2




 Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign


2024-10-31 - 11:24:00 PM GMT

 Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2024-11-01 - 5:53:25 AM GMT- IP address: 104.28.48.213

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2024-11-01 - 4:13:35 PM GMT- IP address: 63.232.20.2

 Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2024-11-01 - 10:05:29 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-11-01 - 10:05:36 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-11-06 - 0:38:38 AM GMT- IP address: 104.47.65.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-06 - 0:48:43 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-11-06 - 0:48:43 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 15, 2025 10:46 MST)

Email: xivigil@santafenm.gov











24-0653 AAC Construction, LLC

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAez5mrUbfYalFICGLIrnUwA_A2dRx5Cko

"24-0653 AAC Construction, LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-01-15 - 5:42:14 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-01-15 - 5:46:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-01-15 - 5:46:43 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-01-15 - 5:47:44 PM GMT- IP address: 104.28.85.158
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-01-15 - 5:47:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature
2025-01-15 - 5:48:04 PM GMT
-  Email viewed by axsalazar@santafenm.gov
2025-01-15 - 5:53:18 PM GMT- IP address: 174.218.19.117
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2025-01-15 - 5:53:57 PM GMT- IP address: 174.218.19.117
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2025-01-15 - 5:53:59 PM GMT - Time Source: server- IP address: 174.218.19.117
-  Agreement completed.
2025-01-15 - 5:53:59 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE AGREEMENT
ITEM# 21-0483**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT, dated September 8, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and AAC Construction, LLC, (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Priority Line Replacement work for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two million two hundred and ten thousand dollars (\$2,210,000) including applicable gross receipts tax, so that Article 2, paragraph A reads in its entirety:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred and ninety three thousand one hundred and sixty two dollars and seventy five cents (\$3,193,162.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two hundred and sixty six thousand eight hundred and thirty seven dollars and twenty five cents. (\$266,837.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three million four hundred and sixty thousand dollars (\$3,460,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without**

compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Apr 30, 2023

CONTRACTOR:

AAC Construction, LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=AAC
Construction, LLC, ou,
email=andrew@cnsf.net, c=US
Date: 2023.03.28.06:08:49 -0500

Managing Member

NAME & TITLE

Date: 3-28-2023

CRS# 03-157349-00-5
Registration # 19-00127501

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV
GB MTG 04/26/23

CITY ATTORNEY'S OFFICE:



PATRICIA FEGHALI
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Apr 5 2023 18:22 MDT)

EMILY OSTER, FINANCE DIRECTOR

Apr 5, 2023

5050395.572970 WTR 1950536
Org/Obj



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Replacement

Contract Agreement Lease / Rent Amendment

Term Start Date: as approved Term End Date: 6/30/25

Approved by Council Date: Pending

Contract / Lease: Contract \$1,250,000

Amendment # 1 to the Original Contract / Lease # 21-0483

Increase/(Decrease) Amount \$ \$3,460,000

Extend Termination Date to: N/A

Approved by Council Date: Pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract # 21-0483 \$1,250,000 approved 9/8/21

3. **Procurement History: 21/43/B**

[Signature] For Apr 5, 2023
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: amending compensation

4. **Funding Source: Water Enterprise Fund CIP**

[Signature] Org / Object: 5050395.572970
Andy Hopkins (Apr 5, 2023 12:31 MDT) Apr 5, 2023
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

Owner: Andrew Sisneros

License Number: 222939

Issued Date: May 20, 2022

Expiration Date: May 20, 2023

CRS Number: 03157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

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.

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Public Utilities Dept / Water Division/Bill Huey *Bill Huey* Engineer
 Department Rep Printed Name (attesting that all information included) Title Date
[Signature] for Apr 5, 2023
 Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 3/17/2023	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 5,000,000	\$ -	

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement
 Price Agreements Amendments #1 to A.A.C Construction and Sub Surface for
 FY 23 CIP3058

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
505	(5,000,000)
TOTAL:	(5,000,000)



Maya Martinez Prepared By <i>{print name}</i>	3/17/2023 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Andy Hopkins Budget Officer	4/5/23 Date		
 Division Director Signature <i>{optional}</i>		CITY COUNCIL APPROVAL		Finance Director <i>{≤ \$5,000}</i>		
 Department Director Signature		City Council Approval Date	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>		City Manager <i>{≤ \$60,000}</i>	
		Agenda Item #:	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>			


City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager 
Bill Huey, Water Division Engineer Associate 

Via: Jesse D. Roach, Water Division Director 

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of \$3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of \$3,500,000 inclusive NMGR T is requested for FY2021-22. Funding is broken down for each contractor as follows: \$2,250,000.00 inclusive of NMGR T for Sub Surface and \$1,250,000.00 inclusive of NMGR T for AAC. Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to \$3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGR T).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of \$892,448.25 plus NMGR T was submitted by Sub Surface Contracting, Inc. A second acceptable bid of \$933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovía, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGR	Bid Including Veterans preference without NMGR
Sub Surface Contracting, Inc.	\$892,448.25	\$821,052.39
A.A.C. Construction, LLC	\$933,364.22	
TLC Plumbing & Utility	\$1,158,308.40	
Blueline Construction, Inc.	\$1,476,101.57	
Allied 360 Construction, LLC	\$2,364,321.74	

CONTRACT NUMBER:

The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:

The funding source is:
Water Enterprise Fund/ CIP
FY 2022

Fund Name/Number: Water Enterprise Fund/ 500

Munis Org Name/Number: Water CIP / 5050395

Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of \$1,600,000.00 plus NMGR upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of \$3,500,000.00 inclusive of NMGR for FY2021-22.
- Approval of the BAR – Budget Increase in the amount of \$3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.
- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

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

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

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 8/17/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000		
REVENUES				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo

\$ 3,500,000	\$ -
--------------	------

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement
 Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for
 FY 2022 CIP3058

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
505	(3,500,000)
TOTAL:	(3,500,000)

Maya Martinez Prepared By <i>{print name}</i>	8/17/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> <small>Andy Hopkins (Aug 20, 2021 11:52 MDT)</small>	8/20/21 Date
		CITY COUNCIL APPROVAL		
Division Director Signature <i>{optional}</i>		City Council Approval Date		Budget Officer
Shannon Jones 3/19/2021				Finance Director <i>{≤ \$5,000}</i>
Department Director Signature		Agenda Item #:		City Manager <i>{≤ \$60,000}</i>

CITY OF SANTA FE

PRIORITY LINE REPLACEMENT PRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and A.A.C. CONSTRUCTION, hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents (\$1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents (\$97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars (\$1,250,000).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractor's receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

- (1) a performance bond satisfactory to the City, executed by a surety company

authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works Building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. 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.

12. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest: Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable

provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) The impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

21. **Professional Liability Insurance.** 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.

22. **Other Insurance**

If the Services contemplated under this Agreement will be performed on or in City facilities or

property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. 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.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:


Andrew Sisneros (Aug 19, 2021 10:03 MDT)
NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:10 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK *JB*
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970

Org. Name/Org#

AJH
AJH

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	\$ 32.50	\$ 1,137.50	\$ 30.00	\$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	\$ 38.00	\$ 1,330.00	\$ 36.00	\$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	\$ 36.00	\$ 3,600.00	\$ 34.00	\$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	\$ 43.50	\$ 2,175.00	\$ 42.00	\$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	\$ 40.50	\$ 6,075.00	\$ 39.00	\$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	\$ 49.00	\$ 3,675.00	\$ 48.00	\$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	\$ 46.75	\$ 9,350.00	\$ 45.50	\$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	\$ 56.00	\$ 1,960.00	\$ 52.00	\$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	\$ 52.00	\$ 5,200.00	\$ 49.00	\$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	\$ 69.37	\$ 3,468.50	\$ 66.75	\$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	\$ 66.25	\$ 9,937.50	\$ 64.50	\$ 9,675.00
60	50	LF	14" PVC Water Main, cip	\$ 87.00	\$ 4,350.00	\$ 79.00	\$ 3,950.00
65	50	LF	16" PVC Water Main, cip	\$ 103.50	\$ 5,175.00	\$ 97.00	\$ 4,850.00
70	50	LF	24" PVC Water Main, cip	\$ 167.50	\$ 8,375.00	\$ 100.00	\$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	\$ 42.00	\$ 1,470.00	\$ -	\$ -
80	50	LF	4" DI Water Main, cip, <100'	\$ 63.75	\$ 3,187.50	\$ 57.50	\$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	\$ 56.50	\$ 5,650.00	\$ 56.00	\$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	\$ 63.50	\$ 4,762.50	\$ 53.00	\$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	\$ 56.50	\$ 14,125.00	\$ 51.00	\$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	\$ 68.00	\$ 5,100.00	\$ 60.25	\$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	\$ 73.00	\$ 18,250.00	\$ 58.00	\$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	\$ 77.00	\$ 2,695.00	\$ 65.00	\$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	\$ 74.00	\$ 7,400.00	\$ 63.00	\$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	\$ 99.00	\$ 4,950.00	\$ 78.00	\$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	\$ 89.50	\$ 8,950.00	\$ 74.00	\$ 7,400.00
130	50	LF	14" DI Water Main, cip	\$ 115.50	\$ 5,775.00	\$ 87.00	\$ 4,350.00
135	50	LF	16" DI Water Main, cip	\$ 139.50	\$ 6,975.00	\$ 101.00	\$ 5,050.00
140	50	LF	24" DI Water Main, cip	\$ 207.00	\$ 10,350.00	\$ 159.00	\$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	\$ 41.00	\$ 3,075.00	\$ 8.00	\$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	\$ 98.00	\$ 4,900.00	\$ 12.00	\$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	\$ 154.00	\$ 3,850.00	\$ 30.00	\$ 750.00
160	20	CY	Rock Excavation	\$ 325.00	\$ 6,500.00	\$ 220.00	\$ 4,400.00
165	300	CY	Exploratory Excavation (as SDGW Approved)	\$ 50.00	\$ 15,000.00	\$ 65.00	\$ 19,500.00
170	75	CY	Imported Backfill (as SDGW Approved)	\$ 36.00	\$ 2,700.00	\$ 24.00	\$ 1,800.00
175	1,000	LB	Fitting Installation	\$ 4.50	\$ 4,500.00	\$ 4.00	\$ 4,000.00
180	500	LB	Fitting Insertion	\$ 26.00	\$ 13,000.00	\$ 34.00	\$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	\$ 60.00	\$ 1,500.00	\$ 65.00	\$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	\$ 86.50	\$ 4,325.00	\$ 105.00	\$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	\$ 98.50	\$ 4,925.00	\$ 119.00	\$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	\$ 123.00	\$ 2,460.00	\$ 121.00	\$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	\$ 147.50	\$ 2,950.00	\$ 145.00	\$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	\$ 184.50	\$ 3,690.00	\$ 179.00	\$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	\$ 275.00	\$ 2,750.00	\$ 250.00	\$ 2,500.00
220	25	EA	4" Joint Harness	\$ 70.50	\$ 1,762.50	\$ 40.00	\$ 1,000.00
225	50	EA	6" Joint Harness	\$ 95.00	\$ 4,750.00	\$ 110.00	\$ 5,500.00
230	50	EA	8" Joint Harness	\$ 125.00	\$ 6,250.00	\$ 120.00	\$ 6,000.00
235	20	EA	10" Joint Harness	\$ 160.00	\$ 3,200.00	\$ 160.00	\$ 3,200.00
240	20	EA	12" Joint Harness	\$ 192.50	\$ 3,850.00	\$ 180.00	\$ 3,600.00
245	20	EA	14" Joint Harness	\$ 370.00	\$ 7,400.00	\$ 375.00	\$ 7,500.00
250	10	EA	16" Joint Harness	\$ 427.50	\$ 4,275.00	\$ 410.00	\$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDGW Approved)	\$ 315.00	\$ 3,150.00	\$ 250.00	\$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	\$ 1,350.00	\$ 2,700.00	\$ 1,350.00	\$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	\$ 1,567.50	\$ 6,270.00	\$ 1,500.00	\$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	\$ 1,900.00	\$ 7,600.00	\$ 1,800.00	\$ 7,200.00

Bid Item	APPROX. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	\$ 2,250.00	\$ 4,500.00	\$ 2,100.00	\$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	\$ 2,650.00	\$ 10,600.00	\$ 2,300.00	\$ 9,200.00
285	1	EA	Tapping Sleeve w/ Tap, 20" X 4" - 20"	\$ 4,747.50	\$ 4,747.50	\$ 4,200.00	\$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	\$ 3,587.50	\$ 3,587.50	\$ 3,100.00	\$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	\$ 6,050.00	\$ 6,050.00	\$ 4,100.00	\$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	\$ 807.50	\$ 1,615.00	\$ 850.00	\$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	\$ 925.00	\$ 1,850.00	\$ 1,200.00	\$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	\$ 1,200.00	\$ 6,000.00	\$ 1,525.00	\$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	\$ 1,650.00	\$ 8,250.00	\$ 1,725.00	\$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	\$ 2,315.00	\$ 2,315.00	\$ 2,325.00	\$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	\$ 2,900.00	\$ 5,800.00	\$ 2,800.00	\$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	\$ 792.50	\$ 792.50	\$ 700.00	\$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	\$ 1,837.50	\$ 1,837.50	\$ 1,800.00	\$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	\$ 1,950.00	\$ 19,500.00	\$ 1,825.00	\$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	\$ 2,475.00	\$ 7,425.00	\$ 2,000.00	\$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	\$ 4,552.50	\$ 4,552.50	\$ 4,200.00	\$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	\$ 7,025.00	\$ 7,025.00	\$ 6,500.00	\$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	\$ 16,755.00	\$ 16,755.00	\$ 16,190.00	\$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	\$ 23,750.00	\$ 23,750.00	\$ 23,250.00	\$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	\$ 4,975.00	\$ 4,975.00	\$ 4,850.00	\$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	\$ 7,680.00	\$ 7,680.00	\$ 6,600.00	\$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	\$ 10,042.50	\$ 10,042.50	\$ 9,125.00	\$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less high, cip.	\$ 2,987.50	\$ 14,937.50	\$ 3,200.00	\$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	\$ 767.50	\$ 1,535.00	\$ 700.00	\$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	\$ 1,017.50	\$ 1,017.50	\$ 920.00	\$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	\$ 1,350.00	\$ 1,350.00	\$ 700.00	\$ 700.00
420	1	EA	Fire Hydrant Remove & Return	\$ 887.50	\$ 887.50	\$ 575.00	\$ 575.00
425	1	EA	2 1/4" Flush Hydrant	\$ 1,657.50	\$ 1,657.50	\$ 1,500.00	\$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	\$ 1,420.00	\$ 1,420.00	\$ 1,300.00	\$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	\$ 6,780.00	\$ 6,780.00	\$ 6,725.00	\$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	\$ 7,065.50	\$ 7,065.50	\$ 6,950.00	\$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	\$ 8,432.50	\$ 8,432.50	\$ 8,195.00	\$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	\$ 11,091.50	\$ 11,091.50	\$ 10,800.00	\$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	\$ 15,362.50	\$ 15,362.50	\$ 14,925.00	\$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	\$ 29,837.50	\$ 29,837.50	\$ 29,500.00	\$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	\$ 2,970.00	\$ 2,970.00	\$ 2,750.00	\$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	\$ 4,245.00	\$ 4,245.00	\$ 3,940.00	\$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	\$ 825.00	\$ 825.00	\$ 450.00	\$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	\$ 1,025.00	\$ 1,025.00	\$ 550.00	\$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	\$ 1,275.00	\$ 1,275.00	\$ 750.00	\$ 750.00
490	1	EA	Metered 2" Bypass - Vault Installation	\$ 4,000.00	\$ 4,000.00	\$ 3,185.00	\$ 3,185.00
495	20	EA	Valve Box, cip.	\$ 575.00	\$ 11,500.00	\$ 625.00	\$ 12,500.00
500	5	EA	Valve Box Replacement	\$ 750.00	\$ 3,750.00	\$ 775.00	\$ 3,875.00
505	5	EA	Valve Box Removal of Existing	\$ 425.00	\$ 2,125.00	\$ 325.00	\$ 1,625.00
510	3	EA	Valve Box Adjustment	\$ 600.00	\$ 1,800.00	\$ 550.00	\$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	\$ 925.00	\$ 3,700.00	\$ 825.00	\$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	\$ 1,000.00	\$ 8,000.00	\$ 1,050.00	\$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	\$ 1,800.00	\$ 12,000.00	\$ 1,075.00	\$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	\$ 1,000.00	\$ 7,000.00	\$ 1,025.00	\$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	\$ 8,900.00	\$ 8,900.00	\$ 8,995.00	\$ 8,995.00

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	\$ 2,275.00	\$ 2,600.00	\$ 2,275.00	\$ 2,275.00
550	1	EA	Bollards (pair)	\$ 1,180.00	\$ 1,180.00	\$ 975.00	\$ 975.00
555	18	LF	4" Steel Casing	\$ 31.37	\$ 564.66	\$ 95.00	\$ 1,710.00
560	18	LF	4" PVC Casing	\$ 15.40	\$ 277.20	\$ 75.00	\$ 1,350.00
565	18	LF	14" Steel Casing	\$ 107.43	\$ 1,933.74	\$ 175.00	\$ 3,150.00
570	18	LF	16" Steel Casing	\$ 124.02	\$ 2,232.36	\$ 200.00	\$ 3,600.00
575	18	LF	18" Steel Casing	\$ 144.03	\$ 2,592.54	\$ 275.00	\$ 4,950.00
580	18	LF	22" Steel Casing	\$ 234.94	\$ 4,228.92	\$ 300.00	\$ 5,400.00
585	18	LF	26" Steel Casing	\$ 290.67	\$ 5,232.06	\$ 400.00	\$ 7,200.00
590	18	LF	28" Steel Casing	\$ 187.04	\$ 3,366.72	\$ 450.00	\$ 8,100.00
595	18	LF	30" Steel Casing	\$ 187.04	\$ 3,366.72	\$ 450.00	\$ 8,100.00
600	18	LF	36" Steel Casing	\$ 287.03	\$ 5,166.54	\$ 500.00	\$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	\$ 575.00	\$ 28,750.00	\$ 40.00	\$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	\$ 62.00	\$ 1,116.00	\$ 39.00	\$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	\$ 29.50	\$ 737.50	\$ 65.00	\$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	\$ 17.70	\$ 3,540.00	\$ 65.00	\$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	\$ 97.50	\$ 975.00	\$ 90.00	\$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	\$ 132.50	\$ 1,325.00	\$ 95.00	\$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	\$ 12.00	\$ 600.00	\$ 25.00	\$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	\$ 65.00	\$ 650.00	\$ 30.00	\$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$ 74.50	\$ 3,725.00	\$ 75.00	\$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$ 74.50	\$ 3,725.00	\$ 75.00	\$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	\$ 72.00	\$ 3,600.00	\$ 75.00	\$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	\$ 84.96	\$ 849.60	\$ 75.00	\$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	\$ 167.56	\$ 1,675.60	\$ 75.00	\$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$ 74.50	\$ 7,450.00	\$ 75.00	\$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$ 74.50	\$ 745.00	\$ 75.00	\$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	\$ 92.00	\$ 920.00	\$ 75.00	\$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	\$ 92.00	\$ 920.00	\$ 75.00	\$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	\$ 167.56	\$ 167.56	\$ 75.00	\$ 75.00
695	10	SY	Replace Concrete Pavement	\$ 261.50	\$ 2,615.00	\$ 275.00	\$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	\$ 155.00	\$ 1,550.00	\$ 170.00	\$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	\$ 56.00	\$ 560.00	\$ 85.00	\$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	\$ 66.00	\$ 660.00	\$ 120.00	\$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0'-3"	\$ 34.00	\$ 5,100.00	\$ 35.00	\$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	\$ 1,262.50	\$ 5,050.00	\$ 1,475.00	\$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	\$ 1,662.50	\$ 3,325.00	\$ 1,775.00	\$ 3,550.00
740	2	EA	Service, 1", New Main	\$ 1,887.50	\$ 3,775.00	\$ 1,825.00	\$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	\$ 3,670.00	\$ 3,670.00	\$ 3,450.00	\$ 3,450.00
750	1	EA	Service, 2", New Main	\$ 3,985.00	\$ 3,985.00	\$ 3,870.00	\$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	\$ 1,450.00	\$ 7,250.00	\$ 1,475.00	\$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	\$ 1,912.50	\$ 3,825.00	\$ 1,775.00	\$ 3,550.00
765	1	EA	Service, 1", Existing Main	\$ 1,900.00	\$ 1,900.00	\$ 1,825.00	\$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	\$ 3,670.00	\$ 3,670.00	\$ 3,450.00	\$ 3,450.00
775	1	EA	Service, 2", Existing Main	\$ 4,300.00	\$ 4,300.00	\$ 3,870.00	\$ 3,870.00
780	5	EA	Service Replacement, 3/4"	\$ 1,602.50	\$ 8,012.50	\$ 1,475.00	\$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	\$ 1,950.00	\$ 3,900.00	\$ 1,775.00	\$ 3,550.00
790	1	EA	Service Replacement, 1"	\$ 2,100.00	\$ 2,100.00	\$ 1,825.00	\$ 1,825.00

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	\$ 3,875.00	\$ 3,875.00	\$ 3,450.00	\$ 3,450.00
800	1	EA	Service Replacement, 2"	\$ 4,512.00	\$ 4,512.00	\$ 3,870.00	\$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	\$ 1,000.00	\$ 3,000.00	\$ 895.00	\$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	\$ 1,150.00	\$ 1,150.00	\$ 915.00	\$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	\$ 1,800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	\$ 1,900.00	\$ 1,900.00	\$ 1,400.00	\$ 1,400.00
825	5	EA	Service Transfer, 3/4"	\$ 812.50	\$ 4,062.50	\$ 725.00	\$ 3,625.00
830	2	EA	Service Transfer, 1"	\$ 912.50	\$ 1,825.00	\$ 825.00	\$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	\$ 1,112.50	\$ 1,112.50	\$ 925.00	\$ 925.00
840	1	EA	Service Transfer at Main, 2"	\$ 1,325.00	\$ 1,325.00	\$ 975.00	\$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4" - 2"	\$ 962.50	\$ 962.50	\$ 725.00	\$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	\$ 437.50	\$ 437.50	\$ 525.00	\$ 525.00
855	1	EA	Adjust Meter Box To Grade	\$ 412.50	\$ 412.50	\$ 425.00	\$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	\$ 500.00	\$ 5,500.00	\$ 650.00	\$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	\$ 462.50	\$ 1,850.00	\$ 675.00	\$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	\$ 562.50	\$ 1,687.50	\$ 750.00	\$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	\$ 650.00	\$ 1,950.00	\$ 775.00	\$ 2,325.00
880	100	LF	Service Tubing, 3/4"	\$ 28.75	\$ 2,875.00	\$ 31.50	\$ 3,150.00
885	100	LF	Service Tubing, 1"	\$ 34.12	\$ 3,412.00	\$ 33.75	\$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	\$ 46.50	\$ 4,650.00	\$ 44.00	\$ 4,400.00
895	25	LF	Service Tubing, 2"	\$ 65.50	\$ 1,637.50	\$ 53.00	\$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	\$ 450.00	\$ 450.00	\$ 1,550.00	\$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	\$ 8,045.00	\$ 8,045.00	\$ 15,500.00	\$ 15,500.00
910	1	EA	Automatic Flushing Valve	\$ 5,867.50	\$ 5,867.50	\$ 4,350.00	\$ 4,350.00
915	\$20,000	%	Materials Mark-Up Over Invoice	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00
920	\$8,000	%	Traffic Control Mark-Up Over Invoice	\$ 1,440.00	\$ 1,440.00	\$ 1,200.00	\$ 1,200.00
925	1	Allow.	Street-Cut Permits	\$ 175.00	\$ 175.00	\$ 375.00	\$ 375.00
930	1	EA	Project Signs	\$ 675.00	\$ 675.00	\$ 450.00	\$ 450.00
935	10	HR	Archaeological Required Delay (after 2 hrs)	\$ 250.00	\$ 2,500.00	\$ 185.00	\$ 1,850.00
940	1	LS	Archaeological Required Mob/Demob	\$ 725.00	\$ 725.00	\$ 700.00	\$ 700.00
EMERGENCY REPAIR					\$ -		\$ -
9000	175	HR	Supervisor's Truck with tools	\$ 35.00	\$ 6,125.00	\$ 30.00	\$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	\$ 57.00	\$ 4,560.00	\$ 58.00	\$ 4,640.00
9200	8	HR	Compressor with tools	\$ 54.00	\$ 432.00	\$ 35.00	\$ 280.00
9300	16	HR	Dump Truck	\$ 65.00	\$ 1,040.00	\$ 60.00	\$ 960.00
9400	4	HR	Pump	\$ 25.00	\$ 100.00	\$ 15.00	\$ 60.00
9500	300	HR	Laborer	\$ 42.50	\$ 12,750.00	\$ 43.00	\$ 12,900.00
9600	200	HR	Pipe Fitter	\$ 44.50	\$ 8,900.00	\$ 45.00	\$ 9,000.00
9700	200	HR	Equipment Operator	\$ 57.50	\$ 11,500.00	\$ 58.00	\$ 11,600.00
9800	175	HR	Foreman	\$ 59.50	\$ 10,412.50	\$ 60.00	\$ 10,500.00
9900	\$5,000	%	Rental Items Mark-Up Over Invoice (multiply \$5,000 x your % for Item Price)	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00
9950	\$20,000	%	Materials Mark-Up Over Invoice (multiply \$20,000 x your % for Item Price)	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Repl acement

Contract Agreement Lease / Rent Amendment

Term Start Date: as approved Term End Date: 6/30/25

Approved by Council Date: Pending

Contract / Lease: Contract \$1,250,000

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History: 21/43/B**



From: 21/43/B Aug 22, 2021 12:23 PM DT

Purchasing Officer Review:

Aug 23, 2021

Date:

Comment & Exceptions:

Issuance of award from ITB 21/73/B issued. 1st. year.

4. **Funding Source: Water Enterprise Fund CIP**

Org / Object: 5050395.572970



From: 21/43/B Aug 22, 2021 11:11 AM DT

Budget Officer Approval:

Aug 23, 2021

Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2021

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 have ADDITIONAL INSURED provisions or 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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	CONTACT NAME: Susan Vance PHONE (A/C No, Ext): (505) 881-0300 E-MAIL ADDRESS: svance@downeyandco.com	FAX (A/C No): (505) 881-0908
	INSURER(S) AFFORDING COVERAGE	
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	INSURER A: Donegal Insurance Group	
	INSURER B: New Mexico Mutual Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	93890.105	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD

SANTA FE

NM 87505

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

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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory \$100,000
Employer's Liability	Bodily injury liability: \$500,000 each occurrence; \$1,000,000 aggregate. Property damage liability: \$500,000 each occurrence; \$1,000,000 aggregate.
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: \$500,000 each person; \$1,000,000 each occurrence. Property damage liability: \$1,000,000 each occurrence
Auto Liability (including non-owned auto coverage)	

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than \$25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

Owner: Andrew Sisneros

License Number: 222939

Issued Date: June 07, 2021

Expiration Date: June 07, 2022

CRS Number: 03157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

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.

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Public Utilities Dept / Water Division/Bill Huey <i>Bill Huey</i>	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
<i>Fran Dunaway</i> <small>Fran Dunaway (Aug 23, 2021 12:29 MDT)</small>	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

CITY OF SANTA FE

PRIORITY LINE REPLACEMENT PRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and A.A.C. CONSTRUCTION, hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) **Incorporation by Reference.** All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents (\$1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents (\$97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars (\$1,250,000).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractor's receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

- (1) a performance bond satisfactory to the City, executed by a surety company

authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works Building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. 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.

12. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest: Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable

provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) The impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

21. **Professional Liability Insurance.** 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.

22. **Other Insurance**

If the Services contemplated under this Agreement will be performed on or in City facilities or

property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. 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.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:


Andrew Sisneros (Aug 19, 2021 10:03 MDT)
NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Sep 15, 2021 12:10 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK
GB MTG 09/08/2021

JB

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970

Org. Name/Org#

AJH
AJH

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, c/p, all lengths	\$ 32.50	\$ 1,137.50	\$ 30.00	\$ 1,050.00
10	35	LF	4" PVC Water Main, c/p, <100'	\$ 38.00	\$ 1,330.00	\$ 36.00	\$ 1,260.00
15	100	LF	4" PVC Water Main, c/p, >100'	\$ 36.00	\$ 3,600.00	\$ 34.00	\$ 3,400.00
20	50	LF	6" PVC Water Main, c/p, <100'	\$ 43.50	\$ 2,175.00	\$ 42.00	\$ 2,100.00
25	150	LF	6" PVC Water Main, c/p, >100'	\$ 40.50	\$ 6,075.00	\$ 39.00	\$ 5,850.00
30	75	LF	8" PVC Water Main, c/p, <100'	\$ 49.00	\$ 3,675.00	\$ 48.00	\$ 3,600.00
35	200	LF	8" PVC Water Main, c/p, >100'	\$ 46.75	\$ 9,350.00	\$ 45.50	\$ 9,100.00
40	35	LF	10" PVC Water Main, c/p, <100'	\$ 56.00	\$ 1,960.00	\$ 52.00	\$ 1,820.00
45	100	LF	10" PVC Water Main, c/p, >100'	\$ 52.00	\$ 5,200.00	\$ 49.00	\$ 4,900.00
50	50	LF	12" PVC Water Main, c/p, <100'	\$ 69.37	\$ 3,468.50	\$ 66.75	\$ 3,337.50
55	150	LF	12" PVC Water Main, c/p, >100'	\$ 66.25	\$ 9,937.50	\$ 64.50	\$ 9,675.00
60	50	LF	14" PVC Water Main, c/p	\$ 87.00	\$ 4,350.00	\$ 79.00	\$ 3,950.00
65	50	LF	16" PVC Water Main, c/p	\$ 103.50	\$ 5,175.00	\$ 97.00	\$ 4,850.00
70	50	LF	24" PVC Water Main, c/p	\$ 167.50	\$ 8,375.00	\$ 100.00	\$ 5,000.00
75	35	LF	2" DI Water Main, c/p, all lengths	\$ 42.00	\$ 1,470.00	\$ -	\$ -
80	50	LF	4" DI Water Main, c/p, <100'	\$ 63.75	\$ 3,187.50	\$ 57.50	\$ 2,875.00
85	100	LF	4" DI Water Main, c/p, >100'	\$ 56.50	\$ 5,650.00	\$ 56.00	\$ 5,600.00
90	75	LF	6" DI Water Main, c/p, <100'	\$ 63.50	\$ 4,762.50	\$ 53.00	\$ 3,975.00
95	250	LF	6" DI Water Main, c/p, >100'	\$ 56.50	\$ 14,125.00	\$ 51.00	\$ 12,750.00
100	75	LF	8" DI Water Main, c/p, <100'	\$ 68.00	\$ 5,100.00	\$ 60.25	\$ 4,518.75
105	250	LF	8" DI Water Main, c/p, >100'	\$ 73.00	\$ 18,250.00	\$ 58.00	\$ 14,500.00
110	35	LF	10" DI Water Main, c/p, <100'	\$ 77.00	\$ 2,695.00	\$ 65.00	\$ 2,275.00
115	100	LF	10" DI Water Main, c/p, >100'	\$ 74.00	\$ 7,400.00	\$ 63.00	\$ 6,300.00
120	50	LF	12" DI Water Main, c/p, <100'	\$ 99.00	\$ 4,950.00	\$ 78.00	\$ 3,900.00
125	100	LF	12" DI Water Main, c/p, >100'	\$ 89.50	\$ 8,950.00	\$ 74.00	\$ 7,400.00
130	50	LF	14" DI Water Main, c/p	\$ 115.50	\$ 5,775.00	\$ 87.00	\$ 4,350.00
135	50	LF	16" DI Water Main, c/p	\$ 139.50	\$ 6,975.00	\$ 101.00	\$ 5,050.00
140	50	LF	24" DI Water Main, c/p	\$ 207.00	\$ 10,350.00	\$ 159.00	\$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	\$ 41.00	\$ 3,075.00	\$ 8.00	\$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	\$ 98.00	\$ 4,900.00	\$ 12.00	\$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	\$ 154.00	\$ 3,850.00	\$ 30.00	\$ 750.00
160	20	CY	Rock Excavation	\$ 325.00	\$ 6,500.00	\$ 220.00	\$ 4,400.00
165	300	CY	Exploratory Excavation (as SDGW Approved)	\$ 50.00	\$ 15,000.00	\$ 65.00	\$ 19,500.00
170	75	CY	Imported Backfill (as SDGW Approved)	\$ 36.00	\$ 2,700.00	\$ 24.00	\$ 1,800.00
175	1,000	LB	Fitting Installation	\$ 4.50	\$ 4,500.00	\$ 4.00	\$ 4,000.00
180	500	LB	Fitting Insertion	\$ 26.00	\$ 13,000.00	\$ 34.00	\$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	\$ 60.00	\$ 1,500.00	\$ 65.00	\$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	\$ 86.50	\$ 4,325.00	\$ 105.00	\$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	\$ 98.50	\$ 4,925.00	\$ 119.00	\$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	\$ 123.00	\$ 2,460.00	\$ 121.00	\$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	\$ 147.50	\$ 2,950.00	\$ 145.00	\$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	\$ 184.50	\$ 3,690.00	\$ 179.00	\$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	\$ 275.00	\$ 2,750.00	\$ 250.00	\$ 2,500.00
220	35	EA	4" Joint Harness	\$ 70.50	\$ 1,762.50	\$ 40.00	\$ 1,000.00
225	50	EA	6" Joint Harness	\$ 95.00	\$ 4,750.00	\$ 110.00	\$ 5,500.00
230	50	EA	8" Joint Harness	\$ 125.00	\$ 6,250.00	\$ 120.00	\$ 6,000.00
235	20	EA	10" Joint Harness	\$ 160.00	\$ 3,200.00	\$ 160.00	\$ 3,200.00
240	20	EA	12" Joint Harness	\$ 192.50	\$ 3,850.00	\$ 180.00	\$ 3,600.00
245	20	EA	14" Joint Harness	\$ 370.00	\$ 7,400.00	\$ 375.00	\$ 7,500.00
250	10	EA	16" Joint Harness	\$ 427.50	\$ 4,275.00	\$ 410.00	\$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDGW Approved)	\$ 315.00	\$ 3,150.00	\$ 250.00	\$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	\$ 1,350.00	\$ 2,700.00	\$ 1,350.00	\$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	\$ 1,567.50	\$ 6,270.00	\$ 1,500.00	\$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	\$ 1,900.00	\$ 7,600.00	\$ 1,800.00	\$ 7,200.00

Bid Item	APPROX. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	\$ 2,250.00	\$ 4,500.00	\$ 2,100.00	\$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	\$ 2,650.00	\$ 10,600.00	\$ 2,300.00	\$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	\$ 4,747.50	\$ 4,747.50	\$ 4,200.00	\$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	\$ 3,587.50	\$ 3,587.50	\$ 3,100.00	\$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	\$ 6,050.00	\$ 6,050.00	\$ 4,100.00	\$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	\$ 807.50	\$ 1,615.00	\$ 850.00	\$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	\$ 925.00	\$ 1,850.00	\$ 1,200.00	\$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	\$ 1,200.00	\$ 6,000.00	\$ 1,525.00	\$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	\$ 1,650.00	\$ 8,250.00	\$ 1,725.00	\$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	\$ 2,315.00	\$ 2,315.00	\$ 2,325.00	\$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	\$ 2,900.00	\$ 5,800.00	\$ 2,800.00	\$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	\$ 792.50	\$ 792.50	\$ 700.00	\$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	\$ 1,837.50	\$ 1,837.50	\$ 1,800.00	\$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	\$ 1,950.00	\$ 19,500.00	\$ 1,825.00	\$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	\$ 2,475.00	\$ 7,425.00	\$ 2,000.00	\$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	\$ 4,552.50	\$ 4,552.50	\$ 4,200.00	\$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	\$ 7,025.00	\$ 7,025.00	\$ 6,500.00	\$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	\$ 16,755.00	\$ 16,755.00	\$ 16,190.00	\$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	\$ 23,750.00	\$ 23,750.00	\$ 23,250.00	\$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	\$ 4,975.00	\$ 4,975.00	\$ 4,850.00	\$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	\$ 7,680.00	\$ 7,680.00	\$ 6,600.00	\$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	\$ 10,042.50	\$ 10,042.50	\$ 9,125.00	\$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less high, cip.	\$ 2,987.50	\$ 14,937.50	\$ 3,200.00	\$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	\$ 767.50	\$ 1,535.00	\$ 700.00	\$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	\$ 1,017.50	\$ 1,017.50	\$ 920.00	\$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	\$ 1,350.00	\$ 1,350.00	\$ 700.00	\$ 700.00
420	1	EA	Fire Hydrant Remove & Return	\$ 887.50	\$ 887.50	\$ 575.00	\$ 575.00
425	1	EA	2 1/4" Flush Hydrant	\$ 1,657.50	\$ 1,657.50	\$ 1,500.00	\$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	\$ 1,420.00	\$ 1,420.00	\$ 1,300.00	\$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	\$ 6,780.00	\$ 6,780.00	\$ 6,725.00	\$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	\$ 7,065.00	\$ 7,065.00	\$ 6,950.00	\$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	\$ 8,432.50	\$ 8,432.50	\$ 8,195.00	\$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	\$ 11,091.50	\$ 11,091.50	\$ 10,800.00	\$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	\$ 15,362.50	\$ 15,362.50	\$ 14,925.00	\$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	\$ 29,837.50	\$ 29,837.50	\$ 29,500.00	\$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	\$ 2,970.00	\$ 2,970.00	\$ 2,750.00	\$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	\$ 4,245.00	\$ 4,245.00	\$ 3,940.00	\$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	\$ 825.00	\$ 825.00	\$ 450.00	\$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	\$ 1,025.00	\$ 1,025.00	\$ 550.00	\$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	\$ 1,275.00	\$ 1,275.00	\$ 750.00	\$ 750.00
490	1	EA	Metered 2" Bypass - Vault Installation	\$ 4,000.00	\$ 4,000.00	\$ 3,185.00	\$ 3,185.00
495	20	EA	Valve Box, cip.	\$ 575.00	\$ 11,500.00	\$ 625.00	\$ 12,500.00
500	5	EA	Valve Box Replacement	\$ 750.00	\$ 3,750.00	\$ 775.00	\$ 3,875.00
505	5	EA	Valve Box Removal of Existing	\$ 425.00	\$ 2,125.00	\$ 325.00	\$ 1,625.00
510	3	EA	Valve Box Adjustment	\$ 600.00	\$ 1,800.00	\$ 550.00	\$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	\$ 925.00	\$ 3,700.00	\$ 825.00	\$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	\$ 1,000.00	\$ 8,000.00	\$ 1,050.00	\$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	\$ 1,800.00	\$ 12,000.00	\$ 1,075.00	\$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	\$ 1,000.00	\$ 7,000.00	\$ 1,025.00	\$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	\$ 8,900.00	\$ 8,900.00	\$ 8,995.00	\$ 8,995.00

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	\$ 2,275.00	\$ 2,600.00	\$ 2,275.00	\$ 2,275.00
550	1	EA	Bollards (pair)	\$ 1,180.00	\$ 1,180.00	\$ 975.00	\$ 975.00
555	18	LF	4" Steel Casing	\$ 31.37	\$ 564.66	\$ 95.00	\$ 1,710.00
560	18	LF	4" PVC Casing	\$ 15.40	\$ 277.20	\$ 75.00	\$ 1,350.00
565	18	LF	14" Steel Casing	\$ 107.43	\$ 1,933.74	\$ 175.00	\$ 3,150.00
570	18	LF	16" Steel Casing	\$ 124.02	\$ 2,232.36	\$ 200.00	\$ 3,600.00
575	18	LF	18" Steel Casing	\$ 144.03	\$ 2,592.54	\$ 275.00	\$ 4,950.00
580	18	LF	22" Steel Casing	\$ 234.94	\$ 4,228.92	\$ 300.00	\$ 5,400.00
585	18	LF	26" Steel Casing	\$ 290.67	\$ 5,232.06	\$ 400.00	\$ 7,200.00
590	18	LF	28" Steel Casing	\$ 187.04	\$ 3,366.72	\$ 450.00	\$ 8,100.00
595	18	LF	30" Steel Casing	\$ 187.04	\$ 3,366.72	\$ 450.00	\$ 8,100.00
600	18	LF	36" Steel Casing	\$ 287.03	\$ 5,166.54	\$ 500.00	\$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	\$ 575.00	\$ 28,750.00	\$ 40.00	\$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	\$ 62.00	\$ 1,116.00	\$ 39.00	\$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	\$ 29.50	\$ 737.50	\$ 65.00	\$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	\$ 17.70	\$ 3,540.00	\$ 65.00	\$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	\$ 97.50	\$ 975.00	\$ 90.00	\$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	\$ 132.50	\$ 1,325.00	\$ 95.00	\$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	\$ 12.00	\$ 600.00	\$ 25.00	\$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	\$ 65.00	\$ 650.00	\$ 30.00	\$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$ 74.50	\$ 3,725.00	\$ 75.00	\$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$ 74.50	\$ 3,725.00	\$ 75.00	\$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	\$ 72.00	\$ 3,600.00	\$ 75.00	\$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	\$ 84.96	\$ 849.60	\$ 75.00	\$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	\$ 167.56	\$ 1,675.60	\$ 75.00	\$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	\$ 74.50	\$ 7,450.00	\$ 75.00	\$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	\$ 74.50	\$ 745.00	\$ 75.00	\$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	\$ 92.00	\$ 920.00	\$ 75.00	\$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	\$ 92.00	\$ 920.00	\$ 75.00	\$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	\$ 167.56	\$ 167.56	\$ 75.00	\$ 75.00
695	10	SY	Replace Concrete Pavement	\$ 261.50	\$ 2,615.00	\$ 275.00	\$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	\$ 155.00	\$ 1,550.00	\$ 170.00	\$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	\$ 56.00	\$ 560.00	\$ 85.00	\$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	\$ 66.00	\$ 660.00	\$ 120.00	\$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0'-3"	\$ 34.00	\$ 5,100.00	\$ 35.00	\$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	\$ 1,262.50	\$ 5,050.00	\$ 1,475.00	\$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	\$ 1,662.50	\$ 3,325.00	\$ 1,775.00	\$ 3,550.00
740	2	EA	Service, 1", New Main	\$ 1,887.50	\$ 3,775.00	\$ 1,825.00	\$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	\$ 3,670.00	\$ 3,670.00	\$ 3,450.00	\$ 3,450.00
750	1	EA	Service, 2", New Main	\$ 3,985.00	\$ 3,985.00	\$ 3,870.00	\$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	\$ 1,450.00	\$ 7,250.00	\$ 1,475.00	\$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	\$ 1,912.50	\$ 3,825.00	\$ 1,775.00	\$ 3,550.00
765	1	EA	Service, 1", Existing Main	\$ 1,900.00	\$ 1,900.00	\$ 1,825.00	\$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	\$ 3,670.00	\$ 3,670.00	\$ 3,450.00	\$ 3,450.00
775	1	EA	Service, 2", Existing Main	\$ 4,300.00	\$ 4,300.00	\$ 3,870.00	\$ 3,870.00
780	5	EA	Service Replacement, 3/4"	\$ 1,602.50	\$ 8,012.50	\$ 1,475.00	\$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	\$ 1,950.00	\$ 3,900.00	\$ 1,775.00	\$ 3,550.00
790	1	EA	Service Replacement, 1"	\$ 2,100.00	\$ 2,100.00	\$ 1,825.00	\$ 1,825.00

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	\$ 3,875.00	\$ 3,875.00	\$ 3,450.00	\$ 3,450.00
800	1	EA	Service Replacement, 2"	\$ 4,512.00	\$ 4,512.00	\$ 3,870.00	\$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	\$ 1,000.00	\$ 3,000.00	\$ 895.00	\$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	\$ 1,150.00	\$ 1,150.00	\$ 915.00	\$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	\$ 1,800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	\$ 1,900.00	\$ 1,900.00	\$ 1,400.00	\$ 1,400.00
825	5	EA	Service Transfer, 3/4"	\$ 812.50	\$ 4,062.50	\$ 725.00	\$ 3,625.00
830	2	EA	Service Transfer, 1"	\$ 912.50	\$ 1,825.00	\$ 825.00	\$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	\$ 1,112.50	\$ 1,112.50	\$ 925.00	\$ 925.00
840	1	EA	Service Transfer at Main, 2"	\$ 1,325.00	\$ 1,325.00	\$ 975.00	\$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4" - 2"	\$ 962.50	\$ 962.50	\$ 725.00	\$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	\$ 437.50	\$ 437.50	\$ 525.00	\$ 525.00
855	1	EA	Adjust Meter Box To Grade	\$ 412.50	\$ 412.50	\$ 425.00	\$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	\$ 500.00	\$ 5,500.00	\$ 650.00	\$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	\$ 462.50	\$ 1,850.00	\$ 675.00	\$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	\$ 562.50	\$ 1,687.50	\$ 750.00	\$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	\$ 650.00	\$ 1,950.00	\$ 775.00	\$ 2,325.00
880	100	LF	Service Tubing, 3/4"	\$ 28.75	\$ 2,875.00	\$ 31.50	\$ 3,150.00
885	100	LF	Service Tubing, 1"	\$ 34.12	\$ 3,412.00	\$ 33.75	\$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	\$ 46.50	\$ 4,650.00	\$ 44.00	\$ 4,400.00
895	25	LF	Service Tubing, 2"	\$ 65.50	\$ 1,637.50	\$ 53.00	\$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	\$ 450.00	\$ 450.00	\$ 1,550.00	\$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	\$ 8,045.00	\$ 8,045.00	\$ 15,500.00	\$ 15,500.00
910	1	EA	Automatic Flushing Valve	\$ 5,867.50	\$ 5,867.50	\$ 4,350.00	\$ 4,350.00
915	\$20,000	%	Materials Mark-Up Over Invoice	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00
920	\$8,000	%	Traffic Control Mark-Up Over Invoice	\$ 1,440.00	\$ 1,440.00	\$ 1,200.00	\$ 1,200.00
925	1	Allow.	Street-Cut Permits	\$ 175.00	\$ 175.00	\$ 375.00	\$ 375.00
930	1	EA	Project Signs	\$ 675.00	\$ 675.00	\$ 450.00	\$ 450.00
935	10	HR	Archaeological Required Delay (after 2 hrs)	\$ 250.00	\$ 2,500.00	\$ 185.00	\$ 1,850.00
940	1	LS	Archaeological Required Mob/Demob	\$ 725.00	\$ 725.00	\$ 700.00	\$ 700.00
EMERGENCY REPAIR					\$ -		\$ -
9000	175	HR	Supervisor's Truck With Tools	\$ 35.00	\$ 6,125.00	\$ 30.00	\$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	\$ 57.00	\$ 4,560.00	\$ 58.00	\$ 4,640.00
9200	8	HR	Compressor with tools	\$ 54.00	\$ 432.00	\$ 35.00	\$ 280.00
9300	16	HR	Dump Truck	\$ 65.00	\$ 1,040.00	\$ 60.00	\$ 960.00
9400	4	HR	Pump	\$ 25.00	\$ 100.00	\$ 15.00	\$ 60.00
9500	300	HR	Laborer	\$ 42.50	\$ 12,750.00	\$ 43.00	\$ 12,900.00
9600	200	HR	Pipe Fitter	\$ 44.50	\$ 8,900.00	\$ 45.00	\$ 9,000.00
9700	200	HR	Equipment Operator	\$ 57.50	\$ 11,500.00	\$ 58.00	\$ 11,600.00
9800	175	HR	Foreman	\$ 59.50	\$ 10,412.50	\$ 60.00	\$ 10,500.00
9900	\$5,000	%	Rental Items Mark-Up Over Invoice (multiply \$5,000 x your % for Item Price)	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00
9950	\$20,000	%	Materials Mark-Up Over Invoice (multiply \$20,000 x your % for Item Price)	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00

of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory \$100,000
Employer's Liability Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: \$500,000 each occurrence; \$1,000,000 aggregate. Property damage liability: \$500,000 each occurrence; \$1,000,000 aggregate. Bodily injury liability: \$500,000 each person; \$1,000,000 each occurrence. Property damage liability: \$1,000,000 each occurrence
Auto Liability (including non-owned auto coverage)	

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than \$25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

City of Santa Fe, New Mexico

memo

Date: March 28, 2023

To: Finance Committee / Public Works-Public Utilities Committee

Via: Emily Oster, Finance Director ^{EKO}
Travis Dutton-Leyda, Chief Procurement Officer ^{TDL}
John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director^x

From: Michael R. Moya, T&D Section Manager ^{MRM}
Bill Huey, Water Division Engineer Associate ^{BH}

RE: Request to add funds to bid number '21/43/B for the FY 2223 Priority Line Replacement Price Agreement, CIP # 3058 A.A.C. Construction, LLC. in the amount of \$2,210,000.00 including NMGR^{BH}T for the remainder of the contract term (FY2024-25). Approval of the BAR – Budget Increase in the amount of \$5,000,000

ITEM AND ISSUE:

The Water Division requests increasing the amount of award for bid number '21/43/B for Priority Line Replacement Price Agreement, CIP # 3058 to A.A.C. Construction, LLC by \$2,210,000.00 inclusive of NMGR^{BH}T for the remaining three (3) Fiscal Years, FY 2022-23 until FY2024-25.

Approval of the BAR – Budget Increase in the amount of \$5,000,000 from the Water Enterprise Fund cash balance into the Water CIP fund, of which \$2,210,000 is for this amendment.

BACKGROUND AND SUMMARY:

City Council has awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. (Sub Surface) and A.A.C. Construction, LLC (AAC) for four (4) Fiscal Years, FY 2021-22 until FY2024-25 in the amount of \$3,500,000 inclusive of NMGR^{BH}T. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

Current expenditures on this contract are still at or below the initial contract amount. Current work on the contract will need additional funds. The contract funding needed for the completion of the contract term for AAC is \$2,210,000.00 inclusive of NMGR^{BH}T. Total funding for the entire contract with AAC will be \$3,460,000 inclusive of NMGR^{BH}T.

The attached BAR/Increase will provide funding for this AAC PLR Amendment #1 in the amount of \$2,210,000 and the following Agenda Item Sub Surface PLR Amendment #1 in the amount of \$2,790,000 for a combined amount of \$5,000,000.

PROCUREMENT:

21/43/B for the FY 2022 Priority Line Replacement

CONTRACT NUMBER:

A.A.C Construction # 3202778.

FUNDING SOURCE:

The funding source is:

Water Enterprise Fund/ CIP

FY 2023

Fund Name/Number: Water Enterprise Fund/ 500

Munis Org Name/Number: Water CIP / 5050395

Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of increase of contract amount to A.A.C Construction, LLC for Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of \$2,210,000.00 for a total amount of \$3,460,000.00 inclusive of NMGRT through FY2024-25.
- Approval of the BAR/Increase to provide funding for this AAC PLR Amendment #1 in the amount of \$2,210,000 and the following Agenda Item Sub Surface PLR Amendment #1 in the amount of \$2,790,000 for a combined amount of \$5,000,000.

Amendment 3 Memo_Revised (1)

Interim Agreement Report










2025-02-13

Created:	2025-02-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAp0ZXY3m4X25ZbeE9xJBGvXG2-FHTqdP


Agreement History


Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.


"Amendment 3 Memo_Revised (1)" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-12 - 5:29:36 PM GMT- IP address: 173.184.239.1
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-02-12 - 5:41:47 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-02-12 - 9:09:16 PM GMT- IP address: 174.244.23.54
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-02-12 - 9:10:49 PM GMT - Time Source: server- IP address: 174.244.23.54
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-02-12 - 9:10:56 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-02-12 - 10:08:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-02-12 - 10:09:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-02-12 - 10:09:16 PM GMT
-  Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-02-12 - 10:27:47 PM GMT- IP address: 104.47.64.254




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