

## The Purchasing Memo

**Date:** April 7, 2025

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

**From:** Taylor Jurgens, Engineer, Water Division <sup>TRJ</sup>

**Via:** Jesse Roach, Interim Public Utilities Department Director <sup>JR</sup>

Jonathan Montoya, Acting Water Division Director <sup>JM</sup>

**Subject:** Nichols Dam Outlet Works Rehabilitation Amendment No. 3

**Vendor Name:** CF Padilla, LLC

**Munis Vendor Number:** 10073

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### ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment No. 3 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project. Amendment No. 3 increases the amount of compensation by \$606,315.66, including applicable NM GRT, for a total compensation amount not to exceed \$19,839,842.92, including NM GRT, with no change to the Contract Term.

1. The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of \$606,316.00 from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

### CONTRACT NUMBER:

The FY24 Munis contract number is 3204481.

### BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. Construction began in the spring of 2024 and is expected to be completed in late summer of 2025.

Amendment No. 3 will add additional scope to the project that is directly related to the work already being done by the contractor. The scope of services being added includes the following: 1) removal of organic material from Nichols Reservoir and regrading of earthwork within the reservoir to reduce the volume in the reservoir that is below the lowest level intake valve; and 2) removal of the existing raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel downstream of Nichols Dam.

The bottom of Nichols Reservoir is currently several feet below the lowest intake valve, resulting in a volume of water below the intake valve that cannot be released under normal operations – also known as a dead pool. Reducing the volume of this dead pool is beneficial for both water quality and reservoir operations. Therefore, the contractor will use existing material from within the reservoir footprint to fill in a portion of the dead pool, reducing the storage

volume that is below the lowest intake valve. By using material from within the reservoir, there is no net reduction in the total reservoir volume. This work will also create a more uniform reservoir bottom, which will make the installation of the new reservoir aeration system easier. As part of the earthwork, the contractor will also remove a portion of the organic material that has accumulated on the reservoir bottom. Removal of organic material will improve water quality in the reservoir by reducing nutrient transfer from the organic material into the reservoir. The timing of this work is appropriate since the reservoir is currently drained for the Nichols project and the contractor will already have the necessary equipment onsite for other work on the project.

Water from Nichols Reservoir has historically been conveyed to Canyon Road Water Treatment Plant through an existing HDPE raw water pipeline that is installed within the Santa Fe River channel. This pipe runs within the channel for approximately 2,100 feet downstream of Nichols Dam before leaving the channel and transitioning below grade. There are also segments of an old steel raw water pipeline in the same channel that were replaced by the HDPE pipeline but never removed. As part of the Nichols project, a new raw water line located outside the river channel will be put in service, meaning the two existing pipelines in the river will no longer be needed. If given authorization by the Water Division and the Project Engineer, the contractor will remove the existing HDPE and steel pipelines, pipe supports, and additional appurtenances from the river channel starting at the beginning of the pipelines on the downstream side of Nichols Dam and ending at the point where they leave the channel and transition below grade (approximately 2,100 feet). This will prevent the pipelines from further deterioration within the channel and help return the riparian area to a more pristine condition.

Amendment No. 3 will increase the compensation by \$606,315.66, including NM GRT, for a total compensation not to exceed \$19,839,842.92, including NM GRT. The costs included in the amendment are a not-to-exceed amount, and payment will be made based on actual quantities or costs incurred. The amendment will be funded by a BAR from the Water Enterprise Cash Fund to Water WIP Construction.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** Water Management/505

**Munis Org Name/Number:** Water-Capital Projects/5050395

**Munis Object Name/Number:** WIP Construction/572970

**Budget Officer / Designee:** Andy Hopkins **Date:** 05/07/2025

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

**The procurement method used was** N/A

**Chief Procurement Officer (CPO) / Designee:**  **Date:** 05/07/2025

**CPO Comment/Exceptions:** Originally awarded through ITB

**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:** WTR1950508

**Approval:** *Josie Bolden* \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** 05/07/2025

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

- Amendment No. 3
- Amendment No. 3 Summary
- Contractor Cost Proposals for the Additional Work
- Approved Amendment No. 2
- Approved Amendment No. 2
- Original Contract Packet (Contract No. 23-0565)
- Budget Amendment Resolution (BAR)



**Signature:** *Taylor Jurgens*

**Email:** trjurgens@santafenm.gov

**Signature:** *Jonathan Montoya*  
Jonathan Montoya (Apr 8, 2025 13:08 MDT)

**Email:** jmmontoya@santafenm.gov

Item# \_\_\_\_\_  
Munis Contract# 3204481  
Original Contract Item# 23-0565  
SWPA/GSA/Coop/RFP/ITB # 23/40/B

**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
CONSTRUCTION CONTRACT  
ITEM# 23-0565**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and CF Padilla, 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 Contract, Contractor has agreed to provide the City with work on the Nichols Dam Outlet Works Rehabilitation Project.

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. SCOPE OF SERVICES

Article 1, paragraph A of the Contract is amended to add the following items to the scope of work for the project:

**32) Remove organic material from Nichols Reservoir and regrade earthwork within Nichols Reservoir to reduce the volume in the reservoir that is below the lowest level intake valve.**

**33) Remove existing HDPE and steel raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel starting at the beginning of the pipelines on the downstream**

**side of Nichols Dam and ending at the point where they leave the river channel and go below grade. This work shall only be performed after receiving authorization from the City of Santa Fe Water Division and the Project Engineer.**

Article 1, paragraph K of the Contract is amended to revise the construction completion deadline from 587 calendar days to 818 calendar days so that Article 1, paragraph K reads in its entirety as follows:

**K. Construction shall be completed eight hundred eighteen (818) calendar days following the notice to proceed. In the event that the raw water pipeline removal work in Item 33 of the Scope of Services is not performed, the additional 40 calendar days of construction time associated with this work shall not be granted and the construction completion deadline above shall be reduced by 40 calendar days. The parties anticipate that multiple notices to proceed will be issued for Procurement, Dam Safety, and Non-Dam Safety aspects of the project. The contractor must demonstrate that the Dam Safety portion of the project will be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without interfering with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the project such that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.**

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of six hundred six thousand, three hundred fifteen dollars and sixty-six cents (\$606,315.66), including applicable New Mexico Gross Receipts Tax, as set forth in Exhibit A, attached, 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 such compensation not to exceed nineteen million, eight hundred thirty-nine thousand, eight hundred forty-two dollars and ninety-two cents (\$19,839,842.92), including applicable New Mexico Gross Receipts Tax.

The Unit Bid Contract Total is determined as follows:

Base Bid	\$15,665,326.00
Amendment #1	\$553,721.00
Amendment #2 - Unanticipated Cost Overrun (10% of Base Bid)	\$1,566,532.60
Amendment #3	\$567,312.90
<u>Gross Receipts Tax</u>	<u>\$1,486,950.42</u>
Total Compensation (Not to Exceed) including NM GRT	\$19,839,842.92

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed nineteen million, eight hundred thirty-nine thousand, eight hundred forty-two dollars and ninety-two cents (\$19,839,842.92). 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.

3. 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: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Apr 29, 2025 09:16 MDT)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
\_\_\_\_\_  
FINANCE DIRECTOR

CONTRACTOR:

CF Padilla, LLC

Clint Autrey  
Clint Autrey (Apr 29, 2025 08:13 MDT)

\_\_\_\_\_  
CLINT AUTREY, SUPERINTENDENT

DATE: 04/29/2025

CRS# 03268909008

Registration # 235620

**EXHIBIT A**

Compensation for the additional scope of work shall be based upon the schedule outlined below. These prices are a not-to-exceed amount, and payment will be made based on actual costs incurred.

<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
Upper Cofferdam Construction	Lump Sum	\$13,956.00	1	\$13,956.00
Reservoir and Organics Earthwork	Day	\$7,296.00	30	\$218,880.00
Raw Water Pipeline Removal	Lump Sum	\$282,903.00	1	\$282,903.00
Subtotal				\$515,739.00
Unanticipated Cost Overrun Allowance (10%)				\$51,573.90
<u>NMGRT (6.875%)</u>				<u>\$39,002.76</u>
Total Not to Exceed Price Increase				\$606,315.66




# City of Santa Fe, New Mexico



## Memorandum



**DATE:** May 22, 2024

**TO:** **Governing Body**  
**Finance Committee**  
**Public Works and Utilities Committee**

**VIA:** **John Dupuis, Public Utilities Department Director**   
**Jesse Roach, Santa Fe Water Division Director** JR

**FROM:** **John Del Mar, Engineer Supervisor, Water Division**   
**Taylor Jurgens, Engineer, Water Division**   
JDM

**ITEM AND ISSUE:**

Request for Approval of Amendment No. 2 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project to increase the compensation by \$1,674,231.72 (includes NMGR) for an Unanticipated Cost Overruns line item for a new total contract amount not to exceed \$17,785,579.60 plus applicable NM GR, and to extend the Contract Term to June 30, 2026, with no corresponding changes to the Scope of Work. (Taylor Jurgens, Engineer: [trjurgens@santafenm.gov](mailto:trjurgens@santafenm.gov))

1. Request for Approval of a Budget Amendment Resolution (BAR) in the amount of \$1,674,232.00 (includes NMGR) from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

**BACKGROUND AND SUMMARY:**

The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. The Contractor mobilized to the site in April and has begun work at Nichols Dam and the Canyon Road Water Treatment Plant site. Construction is expected to be completed in late spring of 2025. The timing of the construction for this project is critical to ensure the improvements are complete and the reservoir is ready for operation for spring runoff season in 2025.

Unanticipated cost overrun allowances are common in the construction industry, including in other City of Santa Fe contracts. The allowance is intended only for unanticipated items that arise during construction that are directly related to the project's overall scope but were not included in the contractor's base bid. An unanticipated cost overrun allowance is especially important for the Nichols Dam Outlet Works Rehabilitation project due to schedule constraints, inherent risks and unknowns associated with dam renovations, and watershed operation and management. Specific aspects of this project to consider with respect to this allowance include:

- This project has a narrow window for dam safety related construction following peak City water demand in the summer months and before the following spring runoff. Unanticipated complications and associated costs may arise during the significant excavation and demolition phase that require swift review and authorization by the City.
- Delays in approval for unanticipated costs pose a significant risk to this project. This risk was specifically identified by project stakeholders during a construction risk assessment exercise,
- This cost overrun amendment is being requested by Water Division staff entirely independent of the construction contractor, CF Padilla,
- All unspent funds will revert to the Water Division Enterprise Fund.

Examples of unanticipated cost overruns that have already been identified for this project include:

- A previously unidentified leak between concrete construction joints in the bottom of the existing inclined intake structure at Nichols Dam. This leak was discovered this spring during annual inspections and was not identified in the original project drawings. Repair of this leak fits into the existing overall project scope, and the repair is well within the capabilities of the contract team.
- An abandoned underground pipe was found during excavation at the Canyon Road Water Treatment Plant that was not identified in the project drawings that must be removed to install the planned valve vault for the project.

The unanticipated cost overrun allowance allows the City's project managers, in conjunction with the project engineer, to address these types of issues as they arise rather than having to engage in a lengthy contract amendment process for each issue.

This amendment will add a line item to the contract for unanticipated cost overruns in the amount of \$1,566,532.60 (10% of the original base bid amount) plus applicable New Mexico Gross Receipts Tax. In the event that any aspect of the project exceeds the deliverable amount or if project or site conditions necessitate additional tasks directly related to the overall scope of the work, including modifications to the existing Construction Drawings and Specifications, the City, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to the value of the unanticipated cost overruns line item. The new total contract amount will be \$17,785,579.60 plus applicable New Mexico Gross Receipts Tax. The Contract Term is also being extended to June 30, 2026, to ensure that the contract term does not expire before final completion on the project is achieved. There is no corresponding change to the Scope of Work.

**PROCUREMENT METHOD:**

N/A

**CONTRACT NUMBER:**

Munis contract number is 3204481.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Water Enterprise Fund/505

**Munis Org Name/Number:** CIP / 5050395

**Munis Object Name/Number:** WIP Construction / 572970

**ACTION REQUESTED:**

The Public Utilities Department respectfully requests your review and approval of Amendment No. 2 to increase the compensation by \$1,674,231.72 (includes NMGRT) and extend the Contract Term to June 30, 2026; and a Budget Amendment Resolution (BAR) in the amount of \$1,674,232.00 (includes NMGRT) from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

**ATTACHMENTS:**

- 1) Amendment No. 2
- 2) Summary of Contract
- 3) Procurement Checklist
- 4) Construction Contract (Item #23-0565)
- 5) Budget Amendment Resolution (BAR)

Log # (Finance use <u>only</u> ):	
Journal # (Finance use <u>only</u> ):	

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

DEPARTMENT / DIVISION NAME Public Utilities department / Water					DATE 5/14/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
Construction Contract - CF Padilla, LLC	5050395	572970	WTR1950508	\$ 1,674,232.00		
<u>REVENUES</u>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	

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

The Public Utilities Water Division is requesting a BAR in the amount of \$1,674,232.00 for the Nichols Dam Outlet Rehabilitation. This will increase the spending capacity to Munis contract #3204481, CF Padilla, LLC.	<i>(Complete section below if BAR results in a net change to ANY Fund)</i>										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">505</td> <td style="text-align: right;">\$ (1,674,232.00)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>TOTAL:</b></td> <td style="text-align: right;"><b>\$ (1,674,232.00)</b></td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	505	\$ (1,674,232.00)					<b>TOTAL:</b>	<b>\$ (1,674,232.00)</b>
Fund(s) Affected	Fund Balance Increase/(Decrease)										
505	\$ (1,674,232.00)										
<b>TOTAL:</b>	<b>\$ (1,674,232.00)</b>										

Jeanette Williams Prepared By <i>(print name)</i>	5/14/2024 Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	Andy Hopkins Budget Officer	Jun 5, 2024 Date
 Division Director Signature <i>(optional)</i>	May 23, 2024 Date	<b>CITY COUNCIL APPROVAL</b>	Emily K. Oster Finance Director <i>(s \$5,000)</i>	Jun 6, 2024 Date
John D. Lewis (May 23, 2024 16:32 MDT) Department Director Signature	May 23, 2024 Date	City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager <i>(s \$60,000)</i>	Date



Item# 24-0414  
Munis Contract# 3204461  
Original Contract Item# 23-0565  
SWPA/GSA/Coop/RFP/ITB # 23/40/B

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
CONSTRUCTION CONTRACT  
ITEM# 23-0565**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and CF Padilla, 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 Contract, Contractor has agreed to provide the City with work on the Nichols Dam Outlet Works Rehabilitation Project.

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 add a line item for Unanticipated Cost Overruns and increase the amount of compensation by a total of one million, five hundred sixty-six thousand, five hundred thirty-two dollars and sixty cents (\$1,566,532.60), excluding applicable New Mexico Gross Receipts Tax, 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 such

compensation not to exceed seventeen million, seven hundred eighty-five thousand, five hundred seventy-nine dollars and sixty cents (\$17,785,579.60), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Item	Pre-Tax	Tax Rate	NMGRT	Total w/ Tax
Base Bid	\$15,665,326.00	8.3125%	\$1,302,180.22	\$16,967,506.22
Amdt No. 1	\$553,721.00	6.8750%	\$38,068.32	\$591,789.32
Amdt No. 2	\$1,566,532.60	6.8750%	\$107,699.12	\$1,674,231.72
<b>Total</b>	<b>\$17,785,579.60</b>	-	<b>\$1,447,947.66</b>	<b>\$19,233,527.26</b>

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed \$19,233,527.26 (nineteen million, two hundred thirty-three thousand, five hundred twenty-seven dollars and twenty-six cents). 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. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

**THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.**

This Agreement shall terminate on June 30, 2026, unless terminated pursuant to paragraph 4 (Termination), or


paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. 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 (Jun 27, 2024 12:15 MDT)  
ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:  
CF Padilla, LLC

  
Clint Autrey (May 29, 2024 13:50 MDT)  
CLINT AUTREY, VICE PRESIDENT

DATE: May 29, 2024

CRS#03268909008

Registration #235620

ATTEST:

  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 06/26/24 *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (May 29, 2024 13:50 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY K. OSTER  
FINANCE DIRECTOR

Item# 24-0039  
Munis Contract# 32 04 4 6 1  
Original Contract Item# 23-0565  
SWPA/GSA/Coop/RFP/ITB #: 23/40/B

**CITY OF SANTA FE  
AMENDMENT No.1 TO  
3204461 Construction Contract  
ITEM# 23-0565**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023, between the City of Santa Fe (the "City") and CF Padilla, 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 Contract, Contractor has agreed to provide the City with work on the Nichols Dam Outlet Works Rehabilitation Project
- 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 \$553,721.00 excluding New Mexico GRT 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 such compensation not to exceed \$17,559,295.54 (seventeen million, five hundred fifty-nine thousand ,

two hundred ninety-five dollars and fifty-four cents), inclusive New Mexico GRT, in total for the term of this Agreement.

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.1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

  
Alan Webber (Feb 22, 2024 10:23 MST)  
ALAN WEBBER, MAYAR

DATE: Feb 22, 2024

CONTRACTOR:  
CF Padilla, LLC

  
CONTRACTOR

**Division Manager**  
TITLE

DATE: **1/16/24**  
CRS# **03268909008**

Registration # **235620**

ATTEST:

  
Gerilyn Cardenas (Feb 22, 2024 13:50 MST)  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 01/31/2024 *XIV*

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Jan 16, 2024 15:10 MST)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Feb 22, 2024 10:13 MST)

**EMILY OSTER, FINANCE DIRECTOR**

5050395.572970 AH

org./object code <sup>AH</sup>

CITY OF SANTA FE  
CONSTRUCTION CONTRACT

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

**RECITALS**

**WHEREAS**, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

**WHEREAS**, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

**WHEREAS**, construction of this Project is scheduled for approval by the Governing Body of the City of Santa Fe at its meeting of September 13, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform all the work required by the Contract Documents for Nichols Dam Outlet Works Rehabilitation Project (Bid Number 23/40/B).

The Scope of Work consists of, but is not limited to:

- 1) Remove and stockpile downstream embankment rock facing
- 2) Excavate and stockpile a portion of the downstream Nichols Dam embankment
- 3) Demolish an approximately 120-linear foot section of the existing 5-foot diameter concrete conduit
- 4) Install a sand filter, drain gravel, toe drain system and measurement weir structure
- 5) Reconstruct the dam embankment
- 6) Replace dam embankment rock facing
- 7) Remove the piping, valves and exhaust system from the inside of the inclined intake
- 8) Concrete core 2 openings in the inclined intake, install 2 long flange spools and grout in place
- 9) Demolish existing Stop Log and Bulkhead Structure at the base of the inclined intake
- 10) Abandon 2 existing openings in the inclined intake

- 11) Install 1-24-in on the inside of the inclined intake and 7-30-in hydraulically controlled knife gates on the outside of the inclined intake
- 12) Reline the existing 5-foot inside diameter outlet conduit with a 28-inch outside diameter Standard Dimension Ratio (SDR) 15.5 high density polyethylene (HDPE) pipe and grout in place
- 13) Construct a new section of concrete encased 28-inch SDR 15.5 HDPE pipe from the relined portion downstream to the new valve vault
- 14) Construct a concrete bulkhead at the base of the inclined intake
- 15) Construct a concrete cast-in-place valve vault near the toe of the dam
- 16) Install piping, valves with measuring devices and energy dissipation downstream from the relined conduit for Living River Flows, acequias flow requirements and emergency releases
- 17) Connect the 28-in HDPE pipe to the existing 24-in Ductile Iron Pipe (DIP) in the access road
- 18) Construct a concrete cast-in-place vault at the (CRWTP)
- 19) At the CRWTP, connect a new 24-in DIP to the existing 24-in DIP in the access road near the fence line to the vault
- 20) Install plug valve, measuring device and bypass valving in the vault
- 21) Connect the vault to the CRWTP with a 24-in DIP
- 22) Provide a VSA pre-cast concrete building near the downstream crest of the dam
- 23) Install Vacuum Swing Adsorption (VSA) equipment in the VSA pre-cast building
- 24) Design, furnish and install hydraulic power unit (HPU) to operate the 24-in and 30-in knife gates in the VSA pre-cast vault
- 25) Procure and install intake screens on inclined intake
- 26) Install air compressor and accumulator and piping in VSA building for aeration and air sparge system
- 27) Installation of six open standpipe piezometers
- 28) Subcontract with City of Santa Fe sole source contractor to install reservoir aeration system
- 29) Subcontract with City of Santa Fe sole source contractor system integrator for system integration, programming and supplying panels only firms city allows to do this work
- 30) Install 3 Phase Power from left abutment of the dam to Nichols Valve Vault and VSA Building
- 31) All other work required by the Contract Documents, Construction Drawings, and Specifications.

B. The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

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

D The Construction Drawings and Specifications for the Nichols Dam Outlet Works Rehabilitation Project (Bid Number 23/40/B), which are made a part of the Contract Documents, are determined to be confidential and will not be made available without an executed Non-Disclosure Agreement with the City.

E Special Provisions

- 1) SCOPE: The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Construction Drawings and as specified in the Contract Documents and Technical Specifications.
- 2) SCHEDULE: The Contractor shall schedule his work in such a manner as to allow the CRWTP to operate. A phased notice to proceed has been presented in the Procurement Term involving a phased construction plan and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.
- 3) LOCATION: All of the proposed improvements are located at the Nichols Dam and CRWTP. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe or on land owned by the City. Portions of Upper Canyon Road are outside City limits and pass through private or Forest Service property, but access to the site will not be impacted.
- 4) REMOVAL AND DISPOSAL OF SURPLUS MATERIALS:
  - a Surplus earth and organic matter shall be disposed of as indicated in the Drawings and Specifications or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.
  - b Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.
  - c No separate payment will be made for the work required by this section of the Drawings and Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered. All millings and other salvageable materials are the property of the City of Santa Fe and shall not be removed from City property without permission of the City Water Division.
- 5) ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS  
Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when

outside the immediate limits of construction. Heavy equipment shall not be permitted on the bridge over the Santa Fe River at East Alameda and Upper Canyon Road/Camino Cabra.

F. Contractor must coordinate activities with City of Santa Fe, the U.S. Forest Service (USFS), Contractor conducting work at the CRWTP, and possibly, Public Utilities of New Mexico (PNM) if their work within the access road is not completed prior to Notice to Proceed is issued.

G. Contractor shall notify the USFS of use of access route schedule. Contractor is made aware that USFS can issue fire restrictions and the project could be temporarily halted due to fire restriction and the schedule extended.

H. Contractor communication and coordination with Consultant conducting work at the CRWTP and PNM must include equipment and material staging/stockpiling, scheduling of work and use of access routes. No additional compensation will be provided for delays or other impacts resulting from the work by others. More information related to CRWTP and PNM work will be provided to the awardee.

I. Contractor is made aware that walking classroom groups from the National Audubon Society will be present on Upper Canyon Road typically up to approximately two (2) days per year and contractor's schedule of operations shall avoid any use of the road during these periods.

J. No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

K. Construction shall be completed five hundred and eighty-seven (587) calendar days following the notice to proceed. It is anticipated multiple notices to proceed will be issued such as for Procurement, Dam Safety and Non-Dam Safety aspects of the project. The contractor must demonstrate the Dam Safety portion of the project must be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without interfering with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the projectsuch that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.

Project: *Nichols Dam Outlet Works Rehabilitation Project Bid Number 23/40/B*

City Department: Public Utilities Department, Water Division

Distribution:

City \_\_\_\_\_ City of Santa Fe Water Division, John Del Mar  
 Contractor \_\_\_\_\_ CF Padilla, LLC, Clayton Padilla  
 Engineer \_\_\_\_\_ AECOM, John Sikora  
 Architect \_\_\_\_\_ N/A

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed \$15,665,326.00 (fifteen million, six hundred sixty five thousand, three hundred twenty six dollars), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	\$15,665,326.00
Gross Receipts Tax (8.3125%)	\$1,302,180.22
<i>Base Bid (OR BID ALTERNATE A) plus NMGRS \$16,967,506.22</i>	

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed \$16,967,506.22 (sixteen million, nine hundred sixty seven thousand, five hundred six dollars and twenty two cents). 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 April 22, 2025, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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's 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 sending 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 City's 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 Cityship 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 12 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 12 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 12 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 NMSA 1978, sec. 38-3-2. 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 a 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 form 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 the 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, proceeding, claims, demands, costs, damages, attorneys' 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: John Del Mar  
City of Santa Fe  
Public Utilities Department, Water Division  
801 W San Mateo Rd  
Santa Fe, NM 87505  
jpdelmar@santafenm.gov

To the Contractor: Mr. Clayton Padilla  
CF Padilla, LLC  
341 Tribal Rd 10  
Bosque Farms, NM 87068  
clayton@cfpadilla.com

**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.

**30. Progress Payments.**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent

(100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**31. Liquidated Damages.**

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

**32. Final Payment.**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**33. Schedule.**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30 day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

**34. General and Special Provisions**

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain

adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties herein that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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 19, 2023

CONTRACTOR:

CF Padilla, LLC



NAME

Managing Member  
TITLE

DATE: 8/22/2023

CRS# 02-248909-00-8

Registration # 235020

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

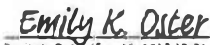
GB MTG 09/13/2023

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 18, 2023 12:31 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#

5050395.572970 Alt





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

**BUSINESS REGISTRATION**

**Business Name:** CF PADILLA LLC

**Business Location:** 62A TRIBAL RD SW  
ALBUQUERQUE, NM 87105

**Owner:** CF PADILLA LLC

**License Number:** 235620

**Issued Date:** August 08, 2023

**Expiration Date:** August 08, 2024

**CRS Number:** 03268909008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

CF PADILLA LLC  
62A TRIBAL RD SW  
ALBUQUERQUE, NM 87105

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

**Signature:**

**Email:**

# 25-03-25\_Amendment No. 3 GB Memo and BAR\_SIGNED

Interim Agreement Report




2025-05-05

Created:	2025-05-05
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAMNq69twURb5pw1E1E_2894VtLYkJCd_D

## 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.

## "25-03-25\_Amendment No. 3 GB Memo and BAR\_SIGNED" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2025-05-05 - 3:46:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to jwedwards@santafenm.gove for signature  
2025-05-05 - 3:47:08 PM GMT
-  Email sent to jwedwards@santafenm.gove bounced and could not be delivered  
2025-05-05 - 3:47:20 PM GMT





**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. In the performance of your ongoing operations subject to such **written contract**; or
  - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

40020001460432754147606



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
  - 1. The **bodily injury or property damage**; or
  - 2. The offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020001460432754147607





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 11; Page: 1 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

Policy Page: 66 of 156



**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

Policy Page: 67 of 156



**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 11; Page: 3 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

Policy Page: 68 of 156



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 4 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

Policy Page: 69 of 156

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

New Mexico Security Insurance Company

(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

<u>Company Name</u>	<u>Address</u>	<u>Waiver Contact</u>	<u>Job Description</u>
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# Amendment No. 3 Summary

## Nichols Dam Outlet Works Rehabilitation

CIP Project #33721

Contract #23-0565

### Summary of Changes:

Item	Description	Contract Price Increase	Contract Times Increase:		
			Substantial Completion	Dam Safety Work Completion	Final Completion
1	Upper Cofferdam Construction	\$13,956.00	0	0	-
2	Dead Pool and Organics Earthwork	\$218,880.00	30	0	-
3	Raw Water Pipeline Removal	\$282,903.00	40	0	-
4	Additional Unanticipated Cost Overrun (10%)	\$51,573.90	0	0	-
Amendment No. 3 Subtotal		\$567,312.90	70	0	-
NM GRT (6.875%)		\$39,002.76			
<b>Amendment No. 3 Total</b>		<b>\$606,315.66</b>	<b>70</b>	<b>0</b>	<b>-</b>

### Contract Price:

Original Contract Price	\$16,967,506.22
Increase from previously approved amendments and change orders (Amdt. No. 1 to 2; CO No. 1 to 4)	\$2,266,021.04
Contract Price prior to this amendment	\$19,233,527.26
Increase this amendment	\$606,315.66

<b>Contract Price incorporating this amendment</b>	<b>\$19,839,842.92</b>
--	------------------------

### Contract Times:

	Substantial Completion	Dam Safety Work Completion	Final Completion
Original Contract Times	587	5/1/2025	-
Increase from previously approved amendments and change orders (Amdt. No. 1 to 2; CO No. 1 to 4)	161	0	-
Contract Times prior to this amendment	748	5/1/2025	-
Increase this amendment	70	0	-

<b>Contract Times incorporating this amendment</b>	<b>818</b>	<b>5/1/2025</b>	<b>-</b>
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CF Padilla, LLC

ORGANICS CAP DAILY RATES

Date

3/20/2025

Item Description	Item No	1		Unit	Is	Estimated Quantity				1			
	Labor				Equipment				Materials, Subcontracts & Misc. Cost				Total Amount
Work Description	Unit	Estimated Quan.	Hourly Rate	Amount	Unit	Quan.	Hourly Rate	Amount	Unit	Quan.	Unit Cost	Amount	Total Amount
<b>Upstream Cofferdam</b>													
Trackhoe	hr	20	\$ 35.64	\$ 712.80	hr	20	\$ 91.66	\$ 1,833.18				\$ -	\$ 2,545.98
Loader	hr	20	\$ 34.68	\$ 693.53	hr	20	\$ 105.37	\$ 2,107.40				\$ -	\$ 2,800.93
<b>Relocate Pump and Outlet Piping</b>				\$ -				\$ -				\$ -	\$ -
Forklift	hr	20	\$ 34.68	\$ 693.53	hr	20	\$ 35.45	\$ 709.09				\$ -	\$ 1,402.62
3 ea. laborer	hr	60	\$ 24.39	\$ 1,463.62				\$ -				\$ -	\$ 1,463.62
<b>Mobilize/Demobilize Dozer</b>								\$ -				\$ -	\$ -
Transport	hr	12.00	\$ 32.10	\$ 385.23	hr	12	\$ 75.24	\$ 902.93				\$ -	\$ 1,288.16
<b>Initial Survey</b>				\$ -				\$ -				\$ -	\$ -
Surveyor				\$ -				\$ -	ls	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
				\$ -				\$ -				\$ -	\$ -
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Bare Cost Subtotal				\$ 3,948.70				\$ 5,552.61				\$ 1,200.00	\$ 10,701.31
Unit Cost				\$ 3,948.70				\$ 5,552.61				\$ 1,200.00	\$ 10,701.31
Unit Price													\$ 13,956.34
Bid Amount													\$ 13,956.34

Matk-ups are shown on the Summary Page





CF Padilla, LLC

ORGANICS CAP DAILY RATES

Date 3/20/2025

Summary

Item No.	Description	Unit	Estimated Quantity	Materials, Subcontracts & Misc.			Labor			Equipment			Materials, Subcontracts & Misc.			Overall					
				Labor Cost	Equipment	Misc. Costs	Subtotal	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Unrounded Unit Price	Un-Rounded Total Amount
1	Move Pump and Build Upper Is		1	\$ 3,948.70	\$ 5,552.61	\$ 1,200.00	\$ 10,701.31	\$ 272.43	\$ 4,221.13	\$ 928.65	\$ 5,149.78	\$ 383.09	\$ 5,935.70	\$ 1,305.85	\$ 7,241.55	\$ 82.79	\$ 1,282.79	\$ 282.21	\$ 1,565.01	\$ 13,956.34	\$ 13,956.34
2	In Reservoir Equipment & Cr day		30	\$ 41,128.56	\$ 126,692.05	\$ -	\$ 167,820.61	\$ 2,837.58	\$ 43,966.14	\$ 9,672.55	\$ 53,638.69	\$ 8,740.86	\$ 135,432.91	\$ 29,795.24	\$ 165,228.15	\$ -	\$ -	\$ -	\$ -	\$ 7,295.56	\$ 218,866.84
3	Acequia De Llano Pumping Is		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost				\$ 45,077.26	\$ 132,244.65	\$ 1,200.00	\$ 178,521.92	\$ 3,110.01	\$ 48,187.28	\$ 10,601.20	\$ 58,788.48	\$ 9,123.95	\$ 141,368.61	\$ 31,101.09	\$ 172,469.70	\$ 82.79	\$ 1,282.79	\$ 282.21	\$ 1,565.01	\$ 232,823.18	\$ 232,823.18
Direct Job Overhead Totals							\$ 12,316.76	\$ 12,316.76													
Direct Job Overhead Percentage							6.899%														

Total Labor Cost		\$ 48,187.28	Total Equipment Cost		\$ 141,368.61	Total Materials, Subcontracts & Misc. Costs		\$ 1,282.79	Overall	\$ 190,838.67
G&A Overhead	8%	\$ 3,854.98	G&A Overhead	8.00%	\$ 11,309.49	G&A Overhead	8.00%	\$ 102.62	G&A Overhead	\$ 15,267.09
Profit	12%	\$ 5,782.47	Profit	12.00%	\$ 16,964.23	Profit	12.00%	\$ 153.93	Profit	\$ 22,900.64
Bond	2.0%	\$ 963.75	Bond	2.00%	\$ 2,827.37	Bond	2.00%	\$ 25.66	Bond	\$ 3,816.77
NMGRT	0%	\$ -	NMGRT	0.00%	\$ -	NMGRT	0.00%	\$ -	NMGRT	\$ -
TERO	0%	\$ -	TERO	0.00%	\$ -	TERO	0.00%	\$ -	TERO	\$ -
Consultation	0%	\$ -	Consultation	0.00%	\$ -	Consultation	0.00%	\$ -	Consultation	\$ -
	22%	\$ 10,601.20		22.00%	\$ 31,101.09		22.00%	\$ 282.21		\$ 41,984.51
<b>Total Labor</b>		<b>\$ 58,788.48</b>	<b>Total Equipment</b>		<b>\$ 172,469.70</b>	<b>Total Materials, Equipment &amp; Misc.</b>		<b>\$ 1,565.01</b>	<b>Total</b>	<b>\$ 232,823.18</b>

\$ 232,823.18



Date 3/20/2025

Rounded Unit Prices

ORGANICS CAP DAILY RATES

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	Move Pump and Build Upper Cofferdam	ls	1	\$ 13,956.34	\$ 13,956.34	\$ 13,956.00	\$ 13,956.00
2	In Reservoir Equipment & Crew	day	30	\$ 7,295.56	\$ 218,866.84	\$ 7,296.00	\$ 218,880.00
<b>Total</b>					<b>\$ 232,823.18</b>		<b>\$ 232,836.00</b>
NMGRT						6.875%	\$ 959.48
Total							<b>\$ 233,795.48</b>





CF Padilla, LLC

CRWT PIPELINE REMOVAL

Date 3/2/2025

Summary

Item No.	Description	Unit	Estimated Quantity	Materials, Subcontracts & Misc.			Labor			Equipment			Materials, Subcontracts & Misc.			Overall					
				Labor Cost	Equipment	Misc. Costs	Subtotal	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Unrounded Unit Price	Un-Rounded Total Amount
1	CRWT Pipeline Removal	ls	1	\$ 86,137.13	\$ 118,544.77	\$ 1,750.00	\$ 206,431.90	\$ 10,621.88	\$ 96,759.01	\$ 21,286.98	\$ 118,045.99	\$ 14,618.18	\$ 133,162.96	\$ 29,295.85	\$ 162,458.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27	\$ 282,903.07	\$ 282,903.07
Total Cost				\$ 86,137.13	\$ 118,544.77	\$ 1,750.00	\$ 206,431.90	\$ 10,621.88	\$ 96,759.01	\$ 21,286.98	\$ 118,045.99	\$ 14,618.18	\$ 133,162.96	\$ 29,295.85	\$ 162,458.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27		\$ 282,903.07
Direct Job Overhead Totals							\$ 25,455.86	\$ 25,455.86													
Direct Job Overhead Percentage							12.331%														

<b>Total Labor Cost</b>	\$ 96,759.01	<b>Total Equipment Cost</b>	\$ 133,162.96	<b>Total Materials, Subcontracts &amp; Misc. Costs</b>	\$ 1,965.80	<b>Overall</b>	\$ 231,887.76
G&A Overhead	8% \$ 7,740.72	G&A Overhead	8.00% \$ 10,653.04	G&A Overhead	8.00% \$ 157.26	G&A Overhead	\$ 18,551.02
Profit	12% \$ 11,611.08	Profit	12.00% \$ 15,979.55	Profit	12.00% \$ 235.90	Profit	\$ 27,826.53
Bond	2.0% \$ 1,935.18	Bond	2.00% \$ 2,663.26	Bond	2.00% \$ 39.32	Bond	\$ 4,637.76
NMGRT	0% \$ -	NMGRT	0.00% \$ -	NMGRT	0.00% \$ -	NMGRT	\$ -
TERO	0% \$ -	TERO	0.00% \$ -	TERO	0.00% \$ -	TERO	\$ -
Consultation	0% \$ -	Consultation	0.00% \$ -	Consultation	0.00% \$ -	Consultation	\$ -
	22% \$ 21,286.98		22.00% \$ 29,295.85		22.00% \$ 432.48		\$ 51,015.31
<b>Total Labor</b>	\$ 118,045.99	<b>Total Equipment</b>	\$ 162,458.81	<b>Total Materials, Equipment &amp; Misc.</b>	\$ 2,398.27	<b>Total</b>	\$ 282,903.07

\$ 282,903.07



Date 7/30/2024

Rounded Unit Prices

CRWT PIPELINE REMOVAL

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	CRWT Pipeline Removal	ls	1	\$ 282,903.07	\$ 282,903.07	\$ 282,903.00	\$ 282,903.00

NMGRT 6.875% \$ 19,449.58  
Total \$ **302,352.58**

40 Calendar Days Extension to Contract Time