City of Santa Fe, New Mexico

memo

Date: June 13, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jonathan M. Montoya, Acting Water Division Director

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

Subject: Request to Approval of Amendment No. 4 to Price Agreement Items # 21-0483 and 23-0183 with A.A.C. Construction, LLC. to Increase Maximum Compensation by $14,958,124.70 for a New Total Contract Amount of $20,000,000.00 Including NMGRT and Increase Contract Term to 10 years with Future Yearly Budgets Set by Budget Availability, and for a BAR Approval in the Amount of $3,000,000

Vendor Name: A.A.C. Construction, LLC.

Vendor Number: 3202927

ITEM AND ISSUE:

The Water Division Requests Approval of Amendment No. 4 to Price Agreement Item # 21-0483 and Item # 23-0183 with A.A.C. Construction, LLC (AAC) to increase maximum compensation by $14,958,124.70 for a new total contract amount of $20,000,000.00 including NMGRT and increase contract term to 10 years with future yearly budgets set by budget availability, and Approval for a BAR in the amount of $3,000,000. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendment No. 4 to Price Agreement #21-0483 and #23-0183

BACKGROUND AND SUMMARY:

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

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

AAC and Sub Surface are the primary PLR contractors for main line breaks. The Water Division is requesting approval to extend the Contract Term with AAC to 10 years from award date and to increase

the maximum contract amount to $20,000,000.00 including NMGRT. If approved the extended contract term will end on June 30, 2031.

The Water Division is also requesting approval of the attached BAR for $3,000,000.00 including NMGRT for FY26 work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. 21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 9/12/2021.

Chief Procurement Officer Approval: _____ **Date:** 06/17/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202927.

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

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

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

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

Project Ledger #: _____

Budget Officer Approval: ALEXIS LOTERO (Jun 17, 2025 10:38 MDT) **Date:** 06/17/2025
Comment/Exceptions: _____

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

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☒Yes | ☐ No
If yes -> ☒Repair | ☒ Replacement

Please explain: Contract is used to replace obsolete sections of our water mains.

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: WTR2550521

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden **Date:** 06/16/2025
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: **Title:** **Date**:
Approval: **Title:** **Date**:
Comment & Exceptions:

Department Contract Administrator Contact Info:

ATTACHMENTS:

1. Contract 3202927 Amendment No. 4
2. Budget Adjustment Request
3. Original Contract Packet with Amendments

cc:

Item # _____
Munis Contract # 3202927
Original Contract Item # 21-0483
ITB # 21/43/B

CITY OF SANTA FE
AMENDMENT No. 4 TO PRIORITY LINE REPLACEMENT
PRICE AGREEMENT # 21-0484

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE ON CALL PRIORITY LINE REPLACEMENT PRICE AGREEMENT, CIP #3058, dated September 12, 2021 (the "Contract"), between the City of Santa Fe (the "City") and A.A.C. Construction, LLC., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call construction Services for the Priority Line Replacement Contract for the City of Santa Fe Water Division.

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 fourteen million, nine hundred and fifty-eight thousand, one hundred and twenty-four dollars and seventy cents ($14,958,124.70) 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 BASED UPON THE ATTACHED UNIT PRICE SHEETS, such compensation not to exceed twenty million dollars ($20,000,000.00) including New Mexico Gross Receipts Tax ("NMGRT") over a total of ten (10) years. The total amount payable to the Contractor under this Agreement, including NMGRT paid at the rate of 8.1875%, and expenses, shall not exceed twenty million dollars ($20,000,000.00) for the term of this Agreement. Payment will depend on budget availability at the time of purchase.

B. Payment in future fiscal years 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 fifteen (15) 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 performedand 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat 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.

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D. **Unit Rate Price Adjustments:**

The contractor(s) awarded under this solicitation will have an initial contract term of one (1) year, with the option for the City to extend the contract for up to nine (9) additional one-year terms, for a total of ten (10) years. To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final . **No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase
Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC.

Andrew Sisneros (Jun 12, 2025 18:02 MDT)

Andrew Sisneros, President

DATE: 06/12/2025

CRS # 02104256000

Registration # 46991

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 13, 2025 08:16 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

3202927 CA 4

Final Audit Report 2025-06-13

Created:	2025-06-12
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADITrj2IYL6crW6BHI-MC1FUf5KdUsmlX

"3202927 CA 4" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-12 - 11:29:29 PM GMT- IP address: 63.232.20.2

Document emailed to Andrew Sisneros (andrew@cnsp.net) for signature
2025-06-12 - 11:30:15 PM GMT

Email viewed by Andrew Sisneros (andrew@cnsp.net)
2025-06-13 - 0:01:29 AM GMT- IP address: 129.222.129.102

Document e-signed by Andrew Sisneros (andrew@cnsp.net)
Signature Date: 2025-06-13 - 0:02:22 AM GMT - Time Source: server- IP address: 129.222.129.102

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-06-13 - 0:02:24 AM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-06-13 - 2:15:57 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-06-13 - 2:16:10 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-06-13 - 2:16:10 PM GMT

Powered by Adobe Acrobat Sign

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109

CONTACT NAME: Isai Gomez
PHONE (A/C, No, Ext): 602-374-1341 FAX (A/C, No):
E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:1,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	1000111796	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	93890110	01/01/2025	01/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

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

RE: Various Jobs and Projects

CITY OF SANTA FE

Purchasing Memo

Date: February 3, 2025

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

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

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

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

Vendor Name: A.A.C. Construction LLC

Contract Number: 3202927

Munis Vendor Number: 7958

ITEM AND ISSUE:

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

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

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

CONTRACT NUMBER:

The Munis contract number is 3202927

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/Fund 500

Munis Org Name/Number: Water CIP/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins LAZAR **Date:** Mar 4, 2025

Budget Officer Comment/Exceptions: GB MTG 02/26/2025

PROCUREMENT METHOD:

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

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

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

CPO Comment/Exceptions: 25-0082

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ **Yes** | ☐ **No**

Project Ledger Number: WTR2550524

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

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

Department Contract Administrator Contact Info:

Gina Wolff, vawolff@santafenm.gov

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

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

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

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

RECITALS:

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

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

1. COMPENSATION.

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

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

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

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Mar 4, 2025 14:00 MST)

Alan Webber, Mayor

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC

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

Andrew Sisneros

DATE: Jan 31, 2025

TITLE: Managing Member

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

ATTEST:

ANDREA SALAZAR (Mar 4, 2025 14:01 MST)

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER

FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

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

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

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

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

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

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

ACTION REQUESTED:

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

BACKGROUND AND SUMMARY:

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

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

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

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

PROCUREMENT METHOD:

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

Chief Procurement Officer Approval: _____ **Date:** Nov 1, 2024
Comment/Exceptions: _____

Supporting Information:

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

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

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

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

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

Project Ledger #: _____

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

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

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☒Yes | ☐ No
If yes -> ☒Repair | ☒ Replacement

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

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: _____

Anticipated length of project: To be determined _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov

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

cc:

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,581,875	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,581,875	$ -

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

Please see attached Memo.

Contract (3202927) with A.A.C. Construction LLC for priority line repairs Amendment No. 2

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,581,875)
TOTAL:	**(1,581,875)**

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By *{print name}* — Date

Oct 31, 2024
Division Director Signature *{optional}* — Date

John Dupuis (Oct 31, 2024 15:27 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Isai Gomez	
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	PHONE (A/C, No, Ext): 602-374-1341	FAX (A/C, No):
	E-MAIL ADDRESS: isai.gomez@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Mutual Insurance Company	13692
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe, NM 87507	INSURER B : New Mexico Mutual Casualty Company	40627
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CPT9557153	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $500,000 $15,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0			CXL9557153	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890109	04/04/2024	01/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Leased/ Rented Equipment			CPT9557153	01/01/2024	01/01/2025	$336,611 - Limit $1,000 - Deductible	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.

The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of

(See Attached Descriptions)

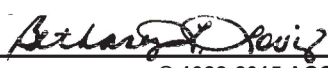
CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.
The Inland Marine policy includes a Loss Payee endorsement that provides Loss Payee status to the Certificate holder as respects to the above referenced.

RE: Various Jobs and Projects

Item # 23-0183
Munis # 3202927

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

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

RECITALS

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

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

1. COMPENSATION.

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

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

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

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Apr 30, 2023

CONTRACTOR:
AAC Construction, LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnspj.net, c=US
Date: 2023.03.28 06:08:49 -06'00'

NAME & TITLE Managing Member

Date: 3-28-2023

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

ATTEST:

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

CITY ATTORNEY'S OFFICE:

Patricia Feghali
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

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

Apr 5, 2023

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536
Org/Obj

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Replacement

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☑ Approved by Council Date: Pending

Contract / Lease: Contract $1,250,000

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

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

Extend Termination Date to: N/A

☉ Approved by Council Date: Pending

Amendment is for:

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

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

3. Procurement History: 21/43/B

[signature] For Apr 5, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: amending compensation

4. Funding Source: Water Enterprise Fund CIP Org / Object: 5050395.572970

Andy Hopkins (Apr 5, 2023 17:21 MDT) Apr 5, 2023

Budget Officer Approval: Date:

Comment & Exceptions:

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

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

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

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: May 20, 2022

Classification: Out of Jurisdiction Contractor - General

Expiration Date: May 20, 2023

Fees Paid: $10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 1c 2.7.2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

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

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Bill Huey Water Division, PUD

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Public Utilities Dept / Water Division/Bill Huey Bill Huey Engineer

Department Rep Printed Name (attesting that all information included) Title Date

for Apr 5, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	3/17/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 5,000,000	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Amendments #1 to A.A.C Construction and Sub Surface for

FY 23 CIP3058

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(5,000,000)
TOTAL:	**(5,000,000)**

Maya Martinez — 3/17/2023
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Apr 4, 2023 17:41 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 4/5/23
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

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

Via: Jesse D. Roach, Water Division Director JR

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

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

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

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

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

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

A summary of the bids is provided below:

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

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

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

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

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 3,500,000	$ -

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for

FY 2022 CIP3058

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,500,000)
TOTAL:	**(3,500,000)**

Maya Martinez — 8/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Shannon Jones — 3/19/2021
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 8/20/21
Andy Hopkins (Aug 20, 2021 11:52 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item# 21-0483
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

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

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

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

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

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

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

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

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

2. Compensation.

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

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

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

3. Term.

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

4. Termination.

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

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin 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 surcty 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 specifiedin 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 becomethe property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest: Governmental Conduct Act.

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexicoover 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 proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

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

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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 tothe Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damageto persons or property during the time when the Contractor or any officer, agent, employee, servantor 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 subjectto 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 anylimitation 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 notwaive 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 unlessexpress 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 andshall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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

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

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)

NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

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

ATTEST:

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

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

CITY ATTORNEY'S OFFICE:

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

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

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

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	$ 2,606.00	$ 2,606.00	$ 2,275.00	$ 2,275.00
550	1	EA	Bollards (pair)	$ 1,180.00	$ 1,180.00	$ 975.00	$ 975.00
555	18	LF	4" Steel Casing	$ 31.37	$ 564.66	$ 95.00	$ 1,710.00
560	18	LF	4" PVC Casing	$ 15.40	$ 277.20	$ 75.00	$ 1,350.00
565	18	LF	14" Steel Casing	$ 107.43	$ 1,933.74	$ 175.00	$ 3,150.00
570	18	LF	16" Steel Casing	$ 124.02	$ 2,232.36	$ 200.00	$ 3,600.00
575	18	LF	18" Steel Casing	$ 144.03	$ 2,592.54	$ 275.00	$ 4,950.00
580	18	LF	22" Steel Casing	$ 234.94	$ 4,228.92	$ 300.00	$ 5,400.00
585	18	LF	26" Steel Casing	$ 290.67	$ 5,232.06	$ 400.00	$ 7,200.00
590	18	LF	28" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
595	18	LF	30" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
600	18	LF	36" Steel Casing	$ 287.03	$ 5,166.54	$ 500.00	$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	$ 575.00	$ 28,750.00	$ 40.00	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$ 62.00	$ 1,116.00	$ 39.00	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$ 29.50	$ 737.50	$ 65.00	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$ 17.70	$ 3,540.00	$ 65.00	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	$ 97.50	$ 975.00	$ 90.00	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	$ 132.50	$ 1,325.00	$ 95.00	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	$ 12.00	$ 600.00	$ 25.00	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$ 65.00	$ 650.00	$ 30.00	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$ 72.00	$ 3,600.00	$ 75.00	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$ 84.96	$ 849.60	$ 75.00	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$ 167.56	$ 1,675.60	$ 75.00	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 7,450.00	$ 75.00	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 745.00	$ 75.00	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$ 167.56	$ 167.56	$ 75.00	$ 75.00
695	10	SY	Replace Concrete Pavement	$ 261.50	$ 2,615.00	$ 275.00	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	$ 155.00	$ 1,550.00	$ 170.00	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	$ 56.00	$ 560.00	$ 85.00	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	$ 66.00	$ 660.00	$ 120.00	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$ 34.00	$ 5,100.00	$ 35.00	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	$ 1,262.50	$ 5,050.00	$ 1,475.00	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	$ 1,662.50	$ 3,325.00	$ 1,775.00	$ 3,550.00
740	2	EA	Service, 1", New Main	$ 1,887.50	$ 3,775.00	$ 1,825.00	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
750	1	EA	Service, 2", New Main	$ 3,985.00	$ 3,985.00	$ 3,870.00	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	$ 1,450.00	$ 7,250.00	$ 1,475.00	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	$ 1,912.50	$ 3,825.00	$ 1,775.00	$ 3,550.00
765	1	EA	Service, 1", Existing Main	$ 1,900.00	$ 1,900.00	$ 1,825.00	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
775	1	EA	Service, 2", Existing Main	$ 4,300.00	$ 4,300.00	$ 3,870.00	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	$ 1,602.50	$ 8,012.50	$ 1,475.00	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	$ 1,950.00	$ 3,900.00	$ 1,775.00	$ 3,550.00
790	1	EA	Service Replacement, 1"	$ 2,100.00	$ 2,100.00	$ 1,825.00	$ 1,825.00

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Repl acement

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☑ Approved by Council Date: Pending

Contract / Lease: Contract $1,250,000

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

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

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Issuance of award from ITB 21/73/B issued. 1st. year.

4. **Funding Source:** Water Enterprise Fund CIP **Org / Object:** 5050395.572970

Andy Hopkins

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Susan Vance
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300 FAX (A/C, No): (505) 881-0908 E-MAIL ADDRESS: svance@downeyandco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Donegal Insurance Group	
INSURER B: New Mexico Mutual Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe NM 87507

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
SANTA FE NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan J. Vance

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

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

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

10.3 EMERGENCIES

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

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

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

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

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

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

11.4 LOSS OF USE INSURANCE

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

City of Santa Fe

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

BUSINESS REGISTRATION

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

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

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: June 07, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: June 07, 2022

Fees Paid: $10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

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

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

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

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

*

City of Santa Fe, New Mexico

memo

Date: March 28, 2023

To: Finance Committee / Public Works-Public Utilities Committee

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

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

RE: Request to add funds to bid number '21/43/B for the FY 2223 Priority Line Replacement Price Agreement, CIP # 3058 A.A.C. Construction, LLC. in the amount of $2,210,000.00 including NMGRT for the remainder of the contract term (FY2024-25). Approval of the BAR – Budget Increase in the amount of $5,000,000

ITEM AND ISSUE:

The Water Division requests increasing the amount of award for bid number '21/43/B for Priority Line Replacement Price Agreement, CIP # 3058 to A.A.C. Construction, LLC by $2,210,000.00 inclusive of NMGRT for the remaining three (3) Fiscal Years, FY 2022-23 until FY2024-25.

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

BACKGROUND AND SUMMARY:

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

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

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

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

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

CONTRACT NUMBER:

A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2023
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of increase of contract amount to A.A.C Construction, LLC for Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of $2,210,000.00 for a total amount of $3,460,000.00 inclusive of NMGRT through FY2024-25.

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

Item# 21-0483
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

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

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

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

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

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

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

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

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

2. Compensation.

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

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

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

3. Term.

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

4. Termination.

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

of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability 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 dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination 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 theCity and records generated under this Agreement. Any non-expendable personal property orequipment 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 asto 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 anyother 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 specifiedin 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 surcty 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 specifiedin 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 becomethe property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest: Governmental Conduct Act.

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article
13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexicoover 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 proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

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

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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 tothe Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damageto persons or property during the time when the Contractor or any officer, agent, employee, servantor 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 subjectto 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 anylimitation 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 notwaive 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 unlessexpress 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 andshall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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

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

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)

NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

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

ATTEST:

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

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

CITY ATTORNEY'S OFFICE:

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

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

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

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	$ 2,606.00	$ 2,606.00	$ 2,275.00	$ 2,275.00
550	1	EA	Bollards (pair)	$ 1,180.00	$ 1,180.00	$ 975.00	$ 975.00
555	18	LF	4" Steel Casing	$ 31.37	$ 564.66	$ 95.00	$ 1,710.00
560	18	LF	4" PVC Casing	$ 15.40	$ 277.20	$ 75.00	$ 1,350.00
565	18	LF	14" Steel Casing	$ 107.43	$ 1,933.74	$ 175.00	$ 3,150.00
570	18	LF	16" Steel Casing	$ 124.02	$ 2,232.36	$ 200.00	$ 3,600.00
575	18	LF	18" Steel Casing	$ 144.03	$ 2,592.54	$ 275.00	$ 4,950.00
580	18	LF	22" Steel Casing	$ 234.94	$ 4,228.92	$ 300.00	$ 5,400.00
585	18	LF	26" Steel Casing	$ 290.67	$ 5,232.06	$ 400.00	$ 7,200.00
590	18	LF	28" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
595	18	LF	30" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
600	18	LF	36" Steel Casing	$ 287.03	$ 5,166.54	$ 500.00	$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	$ 575.00	$ 28,750.00	$ 40.00	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$ 62.00	$ 1,116.00	$ 39.00	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$ 29.50	$ 737.50	$ 65.00	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$ 17.70	$ 3,540.00	$ 65.00	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	$ 97.50	$ 975.00	$ 90.00	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	$ 132.50	$ 1,325.00	$ 95.00	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	$ 12.00	$ 600.00	$ 25.00	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$ 65.00	$ 650.00	$ 30.00	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$ 72.00	$ 3,600.00	$ 75.00	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$ 84.96	$ 849.60	$ 75.00	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$ 167.56	$ 1,675.60	$ 75.00	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 7,450.00	$ 75.00	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 745.00	$ 75.00	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$ 167.56	$ 167.56	$ 75.00	$ 75.00
695	10	SY	Replace Concrete Pavement	$ 261.50	$ 2,615.00	$ 275.00	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	$ 155.00	$ 1,550.00	$ 170.00	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	$ 56.00	$ 560.00	$ 85.00	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	$ 66.00	$ 660.00	$ 120.00	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$ 34.00	$ 5,100.00	$ 35.00	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	$ 1,262.50	$ 5,050.00	$ 1,475.00	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	$ 1,662.50	$ 3,325.00	$ 1,775.00	$ 3,550.00
740	2	EA	Service, 1", New Main	$ 1,887.50	$ 3,775.00	$ 1,825.00	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
750	1	EA	Service, 2", New Main	$ 3,985.00	$ 3,985.00	$ 3,870.00	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	$ 1,450.00	$ 7,250.00	$ 1,475.00	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	$ 1,912.50	$ 3,825.00	$ 1,775.00	$ 3,550.00
765	1	EA	Service, 1", Existing Main	$ 1,900.00	$ 1,900.00	$ 1,825.00	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
775	1	EA	Service, 2", Existing Main	$ 4,300.00	$ 4,300.00	$ 3,870.00	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	$ 1,602.50	$ 8,012.50	$ 1,475.00	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	$ 1,950.00	$ 3,900.00	$ 1,775.00	$ 3,550.00
790	1	EA	Service Replacement, 1"	$ 2,100.00	$ 2,100.00	$ 1,825.00	$ 1,825.00

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

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

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

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

10.3 EMERGENCIES

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

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

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

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

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

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

11.4 LOSS OF USE INSURANCE

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

Item# 24-0653
Munis Contract#3202927
Original Contract Item#21-0483
CIP #3058

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

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

RECITALS:

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

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

1. COMPENSATION.

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

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

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

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

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

ALAN WEBBER, MAYOR

DATE: Jan 15, 2025

CONTRACTOR:
A.A.C. Construction, LLC

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

ANDREW SISNEROS, OWNER

DATE: Oct 26, 2024

CRS# 03-157349-00-5

Registration #19-00127501

ATTEST:

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

~~GERALYN CARDENAS, INTERIM~~ CITY CLERK

GB MTG 11-13-2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

GB AAC Contract Amendment 2 Munis Contract 3202927

Final Audit Report 2024-10-30

Created:	2024-10-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAALv-Wzon7KgiZ0So4eLIxvqVndD96XpIh

"GB AAC Contract Amendment 2 Munis Contract 3202927" History

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2024-10-30 - 7:50:00 PM GMT

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2024-10-30 - 7:54:01 PM GMT- IP address: 104.47.65.254

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Decline reason: BAR requires Dept Director signature before it comes to Budget.
2024-10-30 - 7:55:05 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

GB AAC Contract Amendment 2 Munis Contract 3202927 (1)

Final Audit Report 2024-11-06

Created:	2024-10-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZp8GD-HBWbp0KNlfU5kKAB9ijyTu0WlH

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

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Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-31 - 8:57:26 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-31 - 9:27:29 PM GMT - Time Source: server- IP address: 174.218.18.173

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2024-10-31 - 9:27:35 PM GMT

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2024-10-31 - 9:33:35 PM GMT- IP address: 104.47.65.254

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Signature Date: 2024-10-31 - 9:34:16 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-10-31 - 9:34:24 PM GMT

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2024-10-31 - 11:23:17 PM GMT- IP address: 104.47.65.254

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Signature Date: 2024-10-31 - 11:23:53 PM GMT - Time Source: server- IP address: 63.232.20.2

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

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

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

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

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

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

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

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

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

Agreement completed.

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

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

Email: xivigil@santafenm.gov

24-0653 AAC Construction, LLC

Final Audit Report 2025-01-15

Created:	2025-01-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAez5mrUbfYaIFICGLIrnUwA_A2dRx5Cko

"24-0653 AAC Construction, LLC" History

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2025-01-15 - 5:48:04 PM GMT

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2025-01-15 - 5:53:18 PM GMT- IP address: 174.218.19.117

Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2025-01-15 - 5:53:57 PM GMT- IP address: 174.218.19.117

Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2025-01-15 - 5:53:59 PM GMT - Time Source: server- IP address: 174.218.19.117

Agreement completed.
2025-01-15 - 5:53:59 PM GMT

Log # {Finance use only}:	BA002967
Journal # {Finance use only}:	pd 05 JE 551521

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,581,875	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 1,581,875	$ -

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

Please see attached Memo.

Contract (3202927) with A.A.C. Construction LLC for priority line repairs Amendment No. 2

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,581,875)
TOTAL:	(1,581,875)

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By {print name} — Date

Oct 31, 2024
Division Director Signature {optional} — Date

John Dupuis (Oct 31, 2024 15:27 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date: 11/13/2024

Agenda Item #: #9-o

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

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

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

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

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

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

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

ACTION REQUESTED:

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

BACKGROUND AND SUMMARY:

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

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

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

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

PROCUREMENT METHOD:

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

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

Supporting Information:

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

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

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

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

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

Project Ledger #:_____

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

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

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☒Yes | ☐ No
If yes -> ☒Repair | ☒ Replacement

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

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov

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

cc:

Amendment 3 Memo_Revised (1)

Final Audit Report 2025-02-18

Created:	2025-02-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp0ZXY3m4X25ZbeE9xIJBGvXG2-FHTqdP

"Amendment 3 Memo_Revised (1)" History

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2025-02-12 - 5:41:47 PM GMT

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2025-02-12 - 9:09:16 PM GMT- IP address: 174.244.23.54

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2025-02-12 - 9:10:56 PM GMT

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2025-02-12 - 10:08:51 PM GMT- IP address: 104.47.65.254

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2025-02-12 - 10:09:16 PM GMT

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Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
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2025-02-12 - 10:28:43 PM GMT

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2025-02-13 - 6:06:28 AM GMT- IP address: 129.222.129.80

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

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2025-02-13 - 4:22:39 PM GMT

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2025-02-18 - 0:59:10 AM GMT- IP address: 104.47.64.254

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

Signature Date: 2025-02-18 - 1:07:16 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-02-18 - 1:07:16 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Mar 4, 2025 13:50 MST)

Email: xivigil@santafenm.gov