

# City of Santa Fe, New Mexico

# memo

**Date:** June 13, 2025

**To:** Public Works and Utilities Committee / Finance Committee / Governing Body

**Via:** Jonathan M. Montoya, Acting Water Division Director

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

**Subject:** Request for Approval of Amendment No. 3 to Price Agreement Items # 21-0484 and 23-0182 with Sub Surface Contracting, Inc. to Increase Maximum Compensation by \$13,303,193.75 for a New Total Contract Amount of \$20,000,000.00 including NMGRT and to Increase Contract Term to 10 years with Future Yearly Budgets Set by Budget Availability, and for a BAR in the amount of \$3,000,000 for FY26

**Vendor Name:** Sub Surface Contracting, Inc.

**Vendor Number:** 3202929

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## **ITEM AND ISSUE:**

The Water Division requests approval of Amendment No. 3 to Price Agreement Item # 21-0484 and Item # 23-0182 with Sub Surface Contracting, Inc. (Sub Surface) to increase maximum compensation by \$13,303,193.75 for a new total contract amount of \$20,000,000.00 including NMGRT and to increase contract term to 10 years with future yearly budgets set by budget availability, and for a BAR in the amount of \$3,000,000 for FY26. (Bill Huey, Engineer, bchuey@santafenm.gov).

**Action Requested:** Approval of Amendment No. 3 to Price Agreement #21-0484 and #23-0182

## **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.

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement (PLR) 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.

Amendment No.1 was approved May 2023 to increase maximum compensation to \$5,040,000. January 2025 to t.


Amendment No.2 was approved January 2025 to correct supply chain delays on the previous Sub Surface PLR contract that required \$467,000.00 to be paid under this contract and increase the contract maximum amount to \$6,656,806.25.

Sub Surface and AAC are the primary PLR contractors for repair and replacement of main line breaks. The Water division is requesting approval to extend the contract term with Sub Surface Contracting, Inc. to 10 years from award date and to increase the maximum contract amount to \$20,000,000.00 including NMGR. 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 NMGR) to allow 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 7/28/2021.

**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 for Sub Surface is 3202929

**\$\$\$\$\$ 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:**  **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 main lines.

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

Yes |  No

**Project Ledger #:** WTR2550502

**Anticipated length of project:** To be determined

**Asset Manager Approval:** *Jessie Bolden* **Date:** 06/17/2025

**Comment/Exceptions:** Please ensure that services provided are not related to routine maintenance, emergency repairs, undefined services or general services not related to the CIP project.

**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. Amendment No. 3 to Contract 3202929 Sub Surface Construction
2. Budget Adjustment Resolution
3. Original Contract Packet with Amendments

cc:



**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
PRICE AGREEMENT # 21-0378**

This AMENDMENT No.3 (the "Amendment") amends the CITY OF SANTA FE PRICE AGREEMENT, dated September 10, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc., (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 City Wide Utility Construction & Repair for the City of Santa Fe Water Division.

B. Pursuant to Article 1 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 thirteen million, three hundred and three thousand, one hundred and ninety-three dollars and seventy-five cents (\$13,303,193.75) so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax (NMGRT) and expenses, shall not exceed twenty million dollars (\$20,000,000.00) for the term of this Agreement. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract consistent with NMSA 1978, sec. 13-1-108.

B. Unit Rate Price Adjustments:

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 and binding upon all parties to the contract. **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. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Sub Surface Construction Inc.

*Jeremy Sanderson*

Jeremy Sanderson, Superintendent

DATE: 06/09/2025

CRS # 02104256000

Registration # 46991

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

ATTEST:

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

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*

Marcos Martinez (Jun 9, 2025 11:49 MDT)

\_\_\_\_\_  
MARCOS MARTINEZ,  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR









# Subsurface Contracting 3202929 3

Final Audit Report

2025-06-09

Created:	2025-06-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2h071jd4o4xBDFzxrVIZVr0pWesVmOHp

## "Subsurface Contracting 3202929 3" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2025-06-09 - 5:43:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to Jeremy Sanderson (jeremey@subsurfacecontracting.com) for signature  
2025-06-09 - 5:44:13 PM GMT
-  Email viewed by Jeremy Sanderson (jeremey@subsurfacecontracting.com)  
2025-06-09 - 5:44:19 PM GMT- IP address: 74.125.212.198
-  Document e-signed by Jeremy Sanderson (jeremey@subsurfacecontracting.com)  
Signature Date: 2025-06-09 - 5:45:04 PM GMT - Time Source: server- IP address: 208.85.33.14
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2025-06-09 - 5:45:06 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2025-06-09 - 5:48:49 PM GMT- IP address: 76.127.1.192
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2025-06-09 - 5:49:23 PM GMT - Time Source: server- IP address: 76.127.1.192
-  Agreement completed.  
2025-06-09 - 5:49:23 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

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.

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.

Table with PRODUCER and INSURED information. PRODUCER: License # 0757776, HUB International Insurance Services (SOW). INSURED: Sub Surface Contracting Inc. CONTACT: Michelle Vialpando, (505) 992-1873, michelle.vialpando@hubinternational.com. INSURERS: ACUITY, A Mutual Insurance Company; Builders Trust of New Mexico.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Leased/Rented Eqpt.

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

Table with CERTIFICATE HOLDER and CANCELLATION information. CERTIFICATE HOLDER: City of Santa Fe, Wastewater Division. 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.



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>HUB International Insurance Services (SOW)</b>		License # 0757776	NAMED INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS  
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,  
LESSEES OR CONTRACTORS)**

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-  
ERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:
  - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
  - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard for bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
    - a. *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

**CG-2001R(4-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:



- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# 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, Transmission & Distribution Section Manager  
Bill Huey, Water Division Engineer

**Subject:** Request approval of Amendment No. 2 to Price Agreement Item # 23-0182 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by \$1,656,806.25 for a New Total Contract Amount of \$6,696,806.25 including NMGR (Bill Huey, Engineer, bchuey@santafenm.gov).

**Vendor Name:** Sub Surface Contracting, Inc.

**Vendor Number:** 1921

Contract Number: 3202929

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## **ITEM AND ISSUE:**

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0182 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by \$1,656,806.25 for a New Total Contract Amount of \$6,696,806.25 including NMGR with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

## **ACTION REQUESTED:**

Approval of Amendment No. 2 to Price Agreement #23-0182

## **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 Sub Surface Contracting and A.A.C. Construction LLC for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of \$3,500,000 inclusive of NMGR. Future funding was dependent upon the availability of CIP funds.

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

Due to Supply Chain delays, \$467,000.00 in orders from Sub Surface on the previous contract were delayed until after this contract was in effect and were paid under this contract. Another change Order had been drafted to handle this expense and was assumed to have been handled in the past, but never made it onto the official contract. Current contract possible funding for Sub Surface is limited to \$29,713.52 without approval of Amendment #2.

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 \$1,656,806.25 (including NMGR) additional funding to allow for this Fiscal Year's work to be conducted.

**PROCUREMENT METHOD:**

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

**Chief Procurement Officer Approval:** *John J. [Signature]* **Date:** Nov 1, 2024  
**Comment/Exceptions:** \_\_\_\_\_

**Supporting Information:**

**CONTRACT NUMBER:**

The FY25 Munis contract number for Sub Surface is 3202929  
The FY25 Project ledger number for Priority Line Replacements is WTRR2550521

**\$\$\$\$ 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 to 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 3202929 Amendment No. 2

Budget Adjustment Request (BAR)

cc:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> Michelle Vialpando <b>PHONE (A/C, No, Ext):</b> (505) 992-1873 <b>FAX (A/C, No):</b> (866) 487-3972 <b>E-MAIL ADDRESS:</b> michelle.vialpando@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A:</b> ACUITY, A Mutual Insurance Company 14184 <b>INSURER B:</b> Builders Trust of New Mexico <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

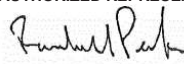
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z75944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0692	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2024	7/1/2025	Ded: \$500 / Limit:	200,000

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

SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  City of Santa Fe Wastewater Division Attn: Stan Holland 73 Paseo Real Santa Fe, NM 87507	<b>CANCELLATION</b>  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 
---	--

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International Insurance Services (SOW)</b>		License # 0757776	NAMED INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:
  - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury* or *property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS  
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,  
LESSEES OR CONTRACTORS)**

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-  
ERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:
  - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
  - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard for bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
    - a. *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

**CG-2001R(4-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
THE PRIORITY LINE REPLACEMENT  
PRICE AGREEMENT  
ITEM# 21-0484**

This 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 Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide services for the Priority Line Replacement 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 "up to" amount by two million seven hundred and ninety thousand dollars (\$2,790,000), 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 four million six hundred forty nine thousand nine hundred and twenty seven dollars and ninety five cents (\$4,649,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred eighty nine thousand eight hundred forty three dollars and seventy five cents (\$390,072.05) 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 five million forty thousand dollars (\$5,040,000.). 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 Price Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: May 1, 2023

CONTRACTOR:

SUB SURFACE CONTRACTING.

  
NAME & TITLE

Date: 3-28-2023

CRS# 02104256000

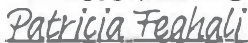
Registration #46991

ATTEST:



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

APPROVED AS TO FORM:



PatriciaFeghali (Mar 24, 2023 10:06 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Apr 30, 2023 22:28 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536

Org/Obj

# City of Santa Fe, New Mexico

# memo

**Date:** March 28, 2023

**To:** Finance Committee / Public Works-Public Utilities Committee

**Via:** Emily Oster, Finance Director <sup>EKO</sup><sub>EO</sub>  
Travis Dutton-Leyda, Chief Procurement Officer <sup>TDL</sup><sub>TDL</sub>  
John Dupuis, Public Utilities Department Director <sup>JD</sup><sub>JD</sub>  
Jesse D. Roach, Water Division Director <sup>JDR</sup><sub>JDR</sub>

**From:** Michael R. Moya, T&D Section Manager <sup>Mike Moya</sup>  
Bill Huey, Water Division Engineer Associate <sup>BH</sup><sub>BH</sub>

**RE:** Request approval of Amendment #1 to add funds to the Priority Line Replacement Price Agreement, CIP # 3058 Sub Surface Construction in the amount of \$2,790,000 including NMGRT for the remainder of the contract term (FY2024-25).

## **ITEM AND ISSUE:**

The Water Division requests increasing the amount of award for bid number '21/43/B for the FY 22/23 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Construction by \$2,790,000.00 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 for FY 2023, of which \$2,790,000 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 Sub Surface is \$2,790,000 inclusive of NMGRT. Total funding for the entire contract with AAC will be \$5,040,000 inclusive of NMGRT. Funding for this amendment #1 will be available upon approval of the BAR/ Increase attached to Item D, AAC PLR Amendment #1 on this agenda. The BAR is in the amount of \$5,000,000 including \$2,790,000 for Sub Surface PLR #1 and \$2,210,000 for AAC PLR #1 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 Sub Surface Construction for the Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of \$2,790,000 for a total amount of \$5,040,000 inclusive of NMGR through FY2024-25.

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

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

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

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

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

	\$ 5,000,000	\$ -
--	--------------	------

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

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

Maya Martinez Prepared By <i>{print name}</i>	3/17/2023 Date	<i>{Use this form for Finance Committee/          City Council agenda items ONLY}</i>	Andy Hopkins Budget Officer
Division Director Signature <i>{optional}</i>	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	4/5/23 Date
John Dupuis (Apr 4, 2023 17:41 MDT)	Date	Agenda Item #:	Finance Director {≤ \$5,000}
Department Director Signature	Date		City Manager {≤ \$60,000}



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202929

Contractor: Sub Surface Contracting

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 \$2,250,000

Amendment # 1 to the Original Contract / Lease # 21-0484

Increase/(Decrease) Amount \$ 2,790,000

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 # 21-0484 \$2,250,000 approved 9/8/21

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

[Signature] Purchasing Officer Review: Apr 5, 2023  
Date:

Comment & Exceptions: Amending compensation

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

Org / Object: 5050395.572970

Andy Hopkins  
Andy Hopkins (Apr 5, 2023 17:18 MDT) Budget Officer Approval: Apr 5, 2023  
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:** SUB SURFACE CONTRACTING INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER A  
SANTA FE , NM 87507

**Owner:** SUB SURFACE CONTRACTING INC.

**License Number:** 46991

**Issued Date:** March 28, 2022

**Expiration Date:** March 28, 2023

**CRS Number:** 02104256000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specially

**Fees Paid:** \$35.00

SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
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: Sub Surface Contracting, Inc.

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

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

Public Utilities Dept / Water Division/Bill Huey *Bill Huey* Engineer \_\_\_\_\_

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

*[Signature]* Contracts Supervisor 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.



\*


# City of Santa Fe, New Mexico

# memo

**Date:** August 9, 2021

**To:** Public Works-Public Utilities Committee / Finance Committee

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

**Via:** Jesse D. Roach, Water Division Director 

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

## **ITEM AND ISSUE:**

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of \$3,500,000 inclusive 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, MaClovía, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

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

A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGRT</b>	<b>Bid Including Veterans preference without NMGRT</b>
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.







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

# BUSINESS REGISTRATION

**Business Name:** SUB SURFACE CONTRACTING, INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER  
SANTA FE, NM 87507

**Owner:** SUB SURFACE CONTRACTING, INC.

**License Number:** 46991

**Issued Date:** April 01, 2021

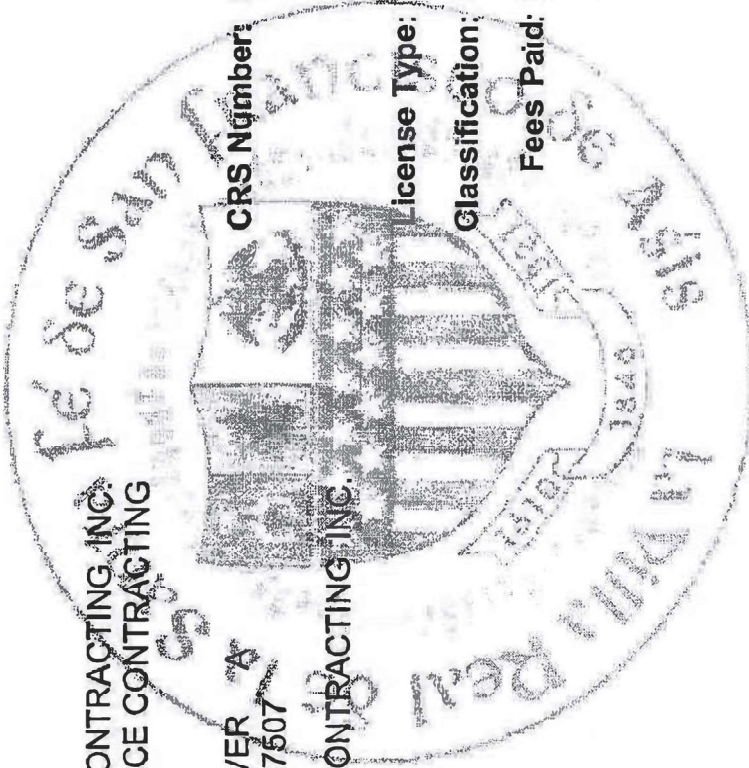
**Expiration Date:** April 01, 2022

**CRS Number:** 021042566000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specialty

**Fees Paid:** \$35.00



SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
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: Sub Surface Contracting, Inc.

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

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<u>Bill Huey</u>	<u>Engineer</u>	<u>8/17/21</u>
Department Rep Printed Name (attesting that all information included)		Title	Date
<u>Fran Dunaway</u>		<u>Chief Procurement Officer</u>	<u>Aug 23, 2021</u>
<small>Fran Dunaway (Aug 23, 2021 12:29 MDT)</small>			
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:** August 9, 2021

**To:** Public Works-Public Utilities Committee / Finance Committee

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

**Via:** Jesse D. Roach, Water Division Director 

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

## **ITEM AND ISSUE:**

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of \$3,500,000 inclusive 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, MaClovía, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

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

A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGRT</b>	<b>Bid Including Veterans preference without NMGRT</b>
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 <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

# 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
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 3,500,000	\$ -

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for		Fund Balance
FY 2022 CIP3058	Fund(s) Affected	Increase/(Decrease)
	505	(3,500,000)
	<b>TOTAL:</b>	<b>(3,500,000)</b>

Maya Martinez	8/17/2021	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> <small>Andy Hopkins (Aug 20, 2021 11:52 MDT)</small>	8/20/21
Prepared By <i>{print name}</i>	Date		Budget Officer	Date
		<b>CITY COUNCIL APPROVAL</b>		
Division Director Signature <i>{optional}</i>	Date	City Council Approval Date	Finance Director <i>{≤ \$5,000}</i>	Date
<u>Shannon Jones</u>	3/19/2021	<input style="width: 100px; height: 20px;" type="text"/>		
Department Director Signature	Date	Agenda Item #:	City Manager <i>{≤ \$60,000}</i>	Date
		<input style="width: 100px; height: 20px;" type="text"/>		

CITY OF SANTA FE

PRIORITY LINE REPLACEMENT PRICE  
AGREEMENT

CIP # 3058

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

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

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

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

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

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

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

## 2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to two million seventy four thousand nine hundred twenty seven and ninety five cents (\$2,074,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred seventy five thousand seventy two dollars and five cents (\$175,072.05) 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 two million two million two hundred and fifty thousand dollars (\$2,250,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

## 3. Term.

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

## 4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of

termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the 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 specified in the contract; and

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

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

**8. Assignment.**

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

**9. Subcontracting.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

**13. Conflict of Interest; Governmental Conduct Act.**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

**14. Amendment.**

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

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

**15. Change Orders.**

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

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and

(f) The impact of the change.

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

**16. Merger.**

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

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

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

**18. Equal Opportunity Compliance.**

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

**19. Applicable Law.**

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

**20. Workers Compensation.**

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

**21. Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

## **22. Other Insurance**

If the Services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

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

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

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

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

## **23. Records and Financial Audit.**

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

## **24. Indemnification.**

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

## **25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as

amended. The city and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition.**

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

**27. Enforcement of Agreement.**

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

**28. Notices.**

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

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

To the Contractor:  
Sub Surface Contracting Inc.  
27 A Paseo de River  
Santa Fe, NM 87507

**29. Authority.**

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

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

CITY OF SANTA FE:

*AW*

ALAN WEBBER, MAYOR

DATE: Sep 10, 2021

CONTRACTOR:

*Neal Keiper*

Neal Keiper (Aug 19, 2021 13:28 MDT)

NAME

President

TITLE

DATE: Aug 19, 2021

CRS# 02104256000

Registration # 46991

ATTEST:

*Kristine Mihelcic*

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

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

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*

Marcos Martinez (Aug 19, 2021 10:05 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

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

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	\$ 3,875.00	\$ 3,875.00	\$ 3,450.00	\$ 3,450.00
800	1	EA	Service Replacement, 2"	\$ 4,512.00	\$ 4,512.00	\$ 3,870.00	\$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	\$ 1,000.00	\$ 3,000.00	\$ 895.00	\$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	\$ 1,150.00	\$ 1,150.00	\$ 915.00	\$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	\$ 1,800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	\$ 1,900.00	\$ 1,900.00	\$ 1,400.00	\$ 1,400.00
825	5	EA	Service Transfer, 3/4"	\$ 812.50	\$ 4,062.50	\$ 725.00	\$ 3,625.00
830	2	EA	Service Transfer, 1"	\$ 912.50	\$ 1,825.00	\$ 825.00	\$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	\$ 1,112.50	\$ 1,112.50	\$ 925.00	\$ 925.00
840	1	EA	Service Transfer at Main, 2"	\$ 1,325.00	\$ 1,325.00	\$ 975.00	\$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	\$ 962.50	\$ 962.50	\$ 725.00	\$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	\$ 437.50	\$ 437.50	\$ 525.00	\$ 525.00
855	1	EA	Adjust Meter Box To Grade	\$ 412.50	\$ 412.50	\$ 425.00	\$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	\$ 500.00	\$ 5,500.00	\$ 650.00	\$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	\$ 462.50	\$ 1,850.00	\$ 675.00	\$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	\$ 562.50	\$ 1,687.50	\$ 750.00	\$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	\$ 650.00	\$ 1,950.00	\$ 775.00	\$ 2,325.00
880	100	LF	Service Tubing, 3/4"	\$ 28.75	\$ 2,875.00	\$ 31.50	\$ 3,150.00
885	100	LF	Service Tubing, 1"	\$ 34.12	\$ 3,412.00	\$ 33.75	\$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	\$ 46.50	\$ 4,650.00	\$ 44.00	\$ 4,400.00
895	25	LF	Service Tubing, 2"	\$ 65.50	\$ 1,637.50	\$ 53.00	\$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	\$ 450.00	\$ 450.00	\$ 1,550.00	\$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	\$ 8,045.00	\$ 8,045.00	\$ 15,500.00	\$ 15,500.00
910	1	EA	Automatic Flushing Valve	\$ 5,867.50	\$ 5,867.50	\$ 4,350.00	\$ 4,350.00
915	\$20,000	%	Materials Mark-Up Over Invoice	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00
920	\$8,000	%	Traffic Control Mark-Up Over Invoice	\$ 1,440.00	\$ 1,440.00	\$ 1,200.00	\$ 1,200.00
925	1	Allow.	Street-Cut Permits	\$ 175.00	\$ 175.00	\$ 375.00	\$ 375.00
930	1	EA	Project Signs	\$ 675.00	\$ 675.00	\$ 450.00	\$ 450.00
935	10	HR	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
<b>EMERGENCY REPAIR</b>					\$ -		\$ -
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

**Signature:** Michael Moya  
Michael Moya (Aug 18, 2021 07:37 MDT)

**Email:** mrmoya@ci.santa-fe.nm.us



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202929

Contractor: Sub Surface Contracting

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 \$2,250,000**

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

*Fran Dunaway*  
Fran Dunaway (Aug 23, 2021 2:29 MDT)

Aug 23, 2021

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Issuance of award from ITB 21/43/B. 1st. year.

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

*Andy Hopkins*  
Andy Hopkins (Aug 23, 2021 11:13 MDT)

Aug 23, 2021

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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2021

**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).**

<b>PRODUCER License # 0757776</b> <b>HUB International Insurance Services (SOW)</b> <b>2905 Rodeo Park Drive East</b> <b>Building 6, Suite 100</b> <b>Santa Fe, NM 87505</b>	<b>CONTACT NAME: Michelle Vialpando</b>	
	<b>PHONE (A/C, No, Ext): (505) 992-1873</b>	<b>FAX (A/C, No): (866) 621-0427</b>
<b>E-MAIL ADDRESS: michelle.vialpando@hubinternational.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : ACUITY, A Mutual Insurance Company</b>		<b>14184</b>
<b>INSURER B : Builders Trust of New Mexico</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

**Sub Surface Contracting Inc**  
**27A Paseo De River St**  
**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded: \$500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>250,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0692	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>2,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>2,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>
A	<b>Leased/Rented Eqpt</b>			Z75944	7/1/2020	7/1/2021	<b>Ded: \$500 / Limit 200,000</b>

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

### CERTIFICATE HOLDER

### CANCELLATION

<b>City of Santa Fe</b> <b>Public Utilities Department</b> <b>801 West San Mateo</b> <b>Santa Fe, NM 87505</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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DATE (MM/DD/YYYY)

5/20/2021

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<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> Michelle Vialpando	
	<b>PHONE</b> (A/C, No, Ext): (505) 992-1873	<b>FAX</b> (A/C, No): (866) 621-0427
<b>E-MAIL ADDRESS:</b> michelle.vialpando@hubinternational.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> ACUITY, A Mutual Insurance Company		<b>14184</b>
<b>INSURER B:</b> Builders Trust of New Mexico		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

Sub Surface Contracting Inc  
 27A Paseo De River St  
 Santa Fe, NM 87507

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:


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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded: \$500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
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							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
		PRODUCTS - COMP/OP AGG	\$ 3,000,000					
							\$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							\$	
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
							\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			0692	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: \$500 / Limit	200,000

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

### CERTIFICATE HOLDER

### CANCELLATION

City of Santa Fe Public Utilities Department 801 West San Mateo Santa Fe, NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** SUB SURFACE CONTRACTING INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER "A"  
SANTA FE, NM 87507

**Owner:** SUB SURFACE CONTRACTING INC.

**License Number:** 46991

**Issued Date:** April 01, 2021

**Expiration Date:** April 01, 2022

**CRS Number:** 02104256000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specialty

**Fees Paid:** \$35.00

SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

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

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<u>Bill Huey</u>	<u>Engineer</u>	<u>8/17/21</u>
Department Rep Printed Name (attesting that all information included)		Title	Date
<u>Fran Dunaway</u>	<u>Fran Dunaway (Aug 23, 2021 12:29 MDT)</u>	<u>Chief Procurement Officer</u>	<u>Aug 23, 2021</u>
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  
AMENDMENT No. 1 TO  
THE PRIORITY LINE REPLACEMENT  
PRICE AGREEMENT  
ITEM# 21-0484**

This 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 Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide services for the Priority Line Replacement 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 "up to" amount by two million seven hundred and ninety thousand dollars (\$2,790,000), 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 four million six hundred forty nine thousand nine hundred and twenty seven dollars and ninety five cents (\$4,649,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred eighty nine thousand eight hundred forty three dollars and seventy five cents (\$390,072.05) 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 five million forty thousand dollars (\$5,040,000.). 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 Price Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: May 1, 2023

CONTRACTOR:

SUB SURFACE CONTRACTING.

  
NAME & TITLE

Date: 3-28-2023  
CRS# 02104256000  
Registration #46991

ATTEST:

KRISTINE BUSTOS MIHELIC ,CITY CLERK X/V  
GB MTG 04/26/23

APPROVED AS TO FORM:

Patricia Feghali  
PatriciaFeghali (Mar 24, 2023 10:06 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Apr 30, 2023 22:28 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536  
Org/Obj

# City of Santa Fe, New Mexico

# memo

**Date:** March 28, 2023

**To:** Finance Committee / Public Works-Public Utilities Committee

**Via:** Emily Oster, Finance Director <sup>EKO</sup><sub>EO</sub>  
Travis Dutton-Leyda, Chief Procurement Officer <sup>TDL</sup><sub>TDL</sub>  
John Dupuis, Public Utilities Department Director <sup>JD</sup><sub>JD</sub>  
Jesse D. Roach, Water Division Director <sup>JDR</sup><sub>JDR</sub>

**From:** Michael R. Moya, T&D Section Manager <sup>Mike Moya</sup>  
Bill Huey, Water Division Engineer Associate <sup>BH</sup><sub>BH</sub>

**RE:** Request approval of Amendment #1 to add funds to the Priority Line Replacement Price Agreement, CIP # 3058 Sub Surface Construction in the amount of \$2,790,000 including NMGRT for the remainder of the contract term (FY2024-25).

## **ITEM AND ISSUE:**

The Water Division requests increasing the amount of award for bid number '21/43/B for the FY 22/23 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Construction by \$2,790,000.00 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 for FY 2023, of which \$2,790,000 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 Sub Surface is \$2,790,000 inclusive of NMGRT. Total funding for the entire contract with AAC will be \$5,040,000 inclusive of NMGRT. Funding for this amendment #1 will be available upon approval of the BAR/ Increase attached to Item D, AAC PLR Amendment #1 on this agenda. The BAR is in the amount of \$5,000,000 including \$2,790,000 for Sub Surface PLR #1 and \$2,210,000 for AAC PLR #1 for a combined 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 Sub Surface Construction for the Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of \$2,790,000 for a total amount of \$5,040,000 inclusive of NMGR through FY2024-25.





# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202929

Contractor: Sub Surface Contracting

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 \$2,250,000

Amendment # 1 to the Original Contract / Lease # 21-0484

Increase/(Decrease) Amount \$ 2,790,000

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 # 21-0484 \$2,250,000 approved 9/8/21

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

[Signature] 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  
Andy Hopkins (Apr 5, 2023 17:18 MDT) \_\_\_\_\_ Date: \_\_\_\_\_

Budget Officer Approval: \_\_\_\_\_  
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:** SUB SURFACE CONTRACTING INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER A  
SANTA FE , NM 87507

**Owner:** SUB SURFACE CONTRACTING INC.

**License Number:** 46991

**Issued Date:** March 28, 2022

**Expiration Date:** March 28, 2023

**CRS Number:** 02104256000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specially

**Fees Paid:** \$35.00

SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
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: Sub Surface Contracting, Inc.

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

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

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

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

*[Signature]* Contracts Supervisor 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.



\*


# City of Santa Fe, New Mexico

# memo

**Date:** August 9, 2021

**To:** Public Works-Public Utilities Committee / Finance Committee

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

**Via:** Jesse D. Roach, Water Division Director 

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

## **ITEM AND ISSUE:**

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of \$3,500,000 inclusive 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, MaClovía, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

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

A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGRT</b>	<b>Bid Including Veterans preference without NMGRT</b>
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2021

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.

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.

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505
CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873
FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURER(S) AFFORDING COVERAGE
INSURER A: ACUITY, A Mutual Insurance Company NAIC # 14184
INSURER B: Builders Trust of New Mexico
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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Leased/Rented Eqpt.

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

CERTIFICATE HOLDER: City of Santa Fe, Public Utilities Department, 801 West 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: [Signature]





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

# BUSINESS REGISTRATION

**Business Name:** SUB SURFACE CONTRACTING, INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER  
SANTA FE, NM 87507

**Owner:** SUB SURFACE CONTRACTING, INC.

**License Number:** 46991

**Issued Date:** April 01, 2021

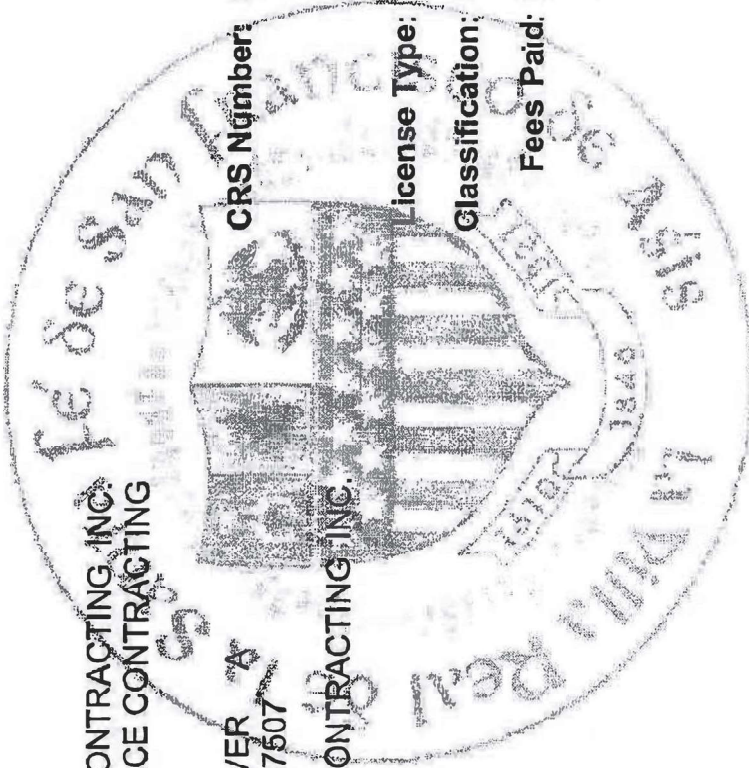
**Expiration Date:** April 01, 2022

**CRS Number:** 021042566000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specialty

**Fees Paid:** \$35.00



SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
SANTA FE, NM 87507

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APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
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TO BE POSTED IN A CONSPICUOUS PLACE



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

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

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<u>Bill Huey</u>	<u>Engineer</u>	<u>8/17/21</u>
Department Rep Printed Name (attesting that all information included)		Title	Date
<u>Fran Dunaway</u>		<u>Chief Procurement Officer</u>	<u>Aug 23, 2021</u>
<small>Fran Dunaway (Aug 23, 2021 12:29 MDT)</small>			
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:** August 9, 2021

**To:** Public Works-Public Utilities Committee / Finance Committee

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

**Via:** Jesse D. Roach, Water Division Director 

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

## **ITEM AND ISSUE:**

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

## **BACKGROUND AND SUMMARY:**

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

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

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

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

A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGRT</b>	<b>Bid Including Veterans preference without NMGRT</b>
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 <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

# 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
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				<b>\$ 3,500,000</b>	<b>\$ -</b>

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

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

Maya Martinez Prepared By <i>{print name}</i>	8/17/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> <small>Andy Hopkins (Aug 20, 2021 11:52 MDT)</small>	8/20/21 Date	
 Division Director Signature <i>{optional}</i>	3/19/2021 Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/> Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	Budget Officer	Date	
Department Director Signature	Date	Finance Director <i>{≤ \$5,000}</i>	Date	City Manager <i>{≤ \$60,000}</i>	Date

CITY OF SANTA FE

PRIORITY LINE REPLACEMENT PRICE  
AGREEMENT

CIP # 3058

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

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

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

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

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

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

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

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

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

## 2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to two million seventy four thousand nine hundred twenty seven and ninety five cents (\$2,074,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred seventy five thousand seventy two dollars and five cents (\$175,072.05) 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 two million two million two hundred and fifty thousand dollars (\$2,250,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

## 3. Term.

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

## 4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of

termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the 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 specified in the contract; and

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

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

**8. Assignment.**

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

**9. Subcontracting.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

**13. Conflict of Interest; Governmental Conduct Act.**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

#### **14. Amendment.**

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

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

#### **15. Change Orders.**

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

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and

(f) The impact of the change.

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

**16. Merger.**

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

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

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

**18. Equal Opportunity Compliance.**

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

**19. Applicable Law.**

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

**20. Workers Compensation.**

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

**21. Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

## **22. Other Insurance**

If the Services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

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

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

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

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

## **23. Records and Financial Audit.**

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

## **24. Indemnification.**

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

## **25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as

amended. The city and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition.**

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

**27. Enforcement of Agreement.**

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

**28. Notices.**

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

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

To the Contractor:  
Sub Surface Contracting Inc.  
27 A Paseo de River  
Santa Fe, NM 87507

**29. Authority.**

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

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

CITY OF SANTA FE:

*AW*

ALAN WEBBER, MAYOR

DATE: Sep 10, 2021

CONTRACTOR:

*Neal Keiner*

Neal Keiner (Aug 19, 2021 13:28 MDT)

NAME

President

TITLE

DATE: Aug 19, 2021

CRS# 02104256000

Registration # 46991

ATTEST:

*Kristine Mihelcic*

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

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

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*

Marcos Martinez (Aug 19, 2021 10:05 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

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

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	\$ 3,875.00	\$ 3,875.00	\$ 3,450.00	\$ 3,450.00
800	1	EA	Service Replacement, 2"	\$ 4,512.00	\$ 4,512.00	\$ 3,870.00	\$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	\$ 1,000.00	\$ 3,000.00	\$ 895.00	\$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	\$ 1,150.00	\$ 1,150.00	\$ 915.00	\$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	\$ 1,800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	\$ 1,900.00	\$ 1,900.00	\$ 1,400.00	\$ 1,400.00
825	5	EA	Service Transfer, 3/4"	\$ 812.50	\$ 4,062.50	\$ 725.00	\$ 3,625.00
830	2	EA	Service Transfer, 1"	\$ 912.50	\$ 1,825.00	\$ 825.00	\$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	\$ 1,112.50	\$ 1,112.50	\$ 925.00	\$ 925.00
840	1	EA	Service Transfer at Main, 2"	\$ 1,325.00	\$ 1,325.00	\$ 975.00	\$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	\$ 962.50	\$ 962.50	\$ 725.00	\$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	\$ 437.50	\$ 437.50	\$ 525.00	\$ 525.00
855	1	EA	Adjust Meter Box To Grade	\$ 412.50	\$ 412.50	\$ 425.00	\$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	\$ 500.00	\$ 5,500.00	\$ 650.00	\$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	\$ 462.50	\$ 1,850.00	\$ 675.00	\$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	\$ 562.50	\$ 1,687.50	\$ 750.00	\$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	\$ 650.00	\$ 1,950.00	\$ 775.00	\$ 2,325.00
880	100	LF	Service Tubing, 3/4"	\$ 28.75	\$ 2,875.00	\$ 31.50	\$ 3,150.00
885	100	LF	Service Tubing, 1"	\$ 34.12	\$ 3,412.00	\$ 33.75	\$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	\$ 46.50	\$ 4,650.00	\$ 44.00	\$ 4,400.00
895	25	LF	Service Tubing, 2"	\$ 65.50	\$ 1,637.50	\$ 53.00	\$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	\$ 450.00	\$ 450.00	\$ 1,550.00	\$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	\$ 8,045.00	\$ 8,045.00	\$ 15,500.00	\$ 15,500.00
910	1	EA	Automatic Flushing Valve	\$ 5,867.50	\$ 5,867.50	\$ 4,350.00	\$ 4,350.00
915	\$20,000	%	Materials Mark-Up Over Invoice	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00
920	\$8,000	%	Traffic Control Mark-Up Over Invoice	\$ 1,440.00	\$ 1,440.00	\$ 1,200.00	\$ 1,200.00
925	1	Allow.	Street-Cut Permits	\$ 175.00	\$ 175.00	\$ 375.00	\$ 375.00
930	1	EA	Project Signs	\$ 675.00	\$ 675.00	\$ 450.00	\$ 450.00
935	10	HR	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
<b>EMERGENCY REPAIR</b>					\$ -		\$ -
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

**Signature:** Michael Moya  
Michael Moya (Aug 18, 2021 07:37 MDT)

**Email:** mrmoya@ci.santa-fe.nm.us



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202929

Contractor: Sub Surface Contracting

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 \$2,250,000**

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

*Fran Dunaway*  
Fran Dunaway (Aug 23, 2021 2:29 MDT)

Aug 23, 2021

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Issuance of award from ITB 21/43/B. 1st. year.

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

*Andy Hopkins*  
Andy Hopkins (Aug 23, 2021 11:13 MDT)

Aug 23, 2021

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: \_\_\_\_\_





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2021

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505 CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACUITY, A Mutual Insurance Company 14184 INSURER B: Builders Trust of New Mexico 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Leased/Rented Eqpt.

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

CERTIFICATE HOLDER: City of Santa Fe Public Utilities Department 801 West 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: [Signature]



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

## BUSINESS REGISTRATION

**Business Name:** SUB SURFACE CONTRACTING INC.  
DBA: SUB SURFACE CONTRACTING  
INC.

**Business Location:** 27 PASEO DE RIVER A  
SANTA FE, NM 87507

**Owner:** SUB SURFACE CONTRACTING INC.

**License Number:** 46991

**Issued Date:** April 01, 2021

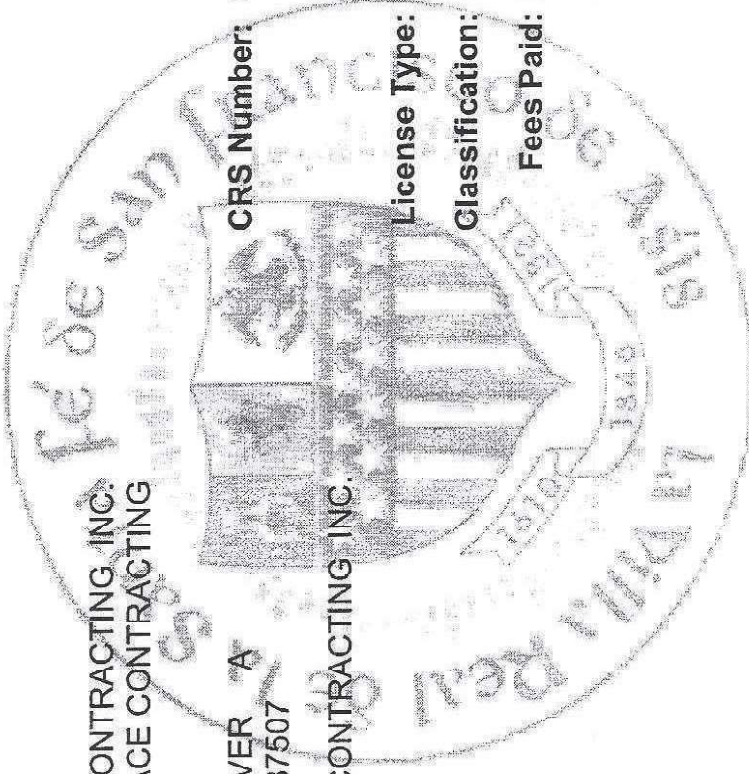
**Expiration Date:** April 01, 2022

**CRS Number:** 02104256000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specialty

**Fees Paid:** \$35.00



SUB SURFACE CONTRACTING INC.  
27 A PASEO DE RIVER  
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

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

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

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

Item# 24-0654  
Munis Contract# 3202929  
Original Contract Item# \_\_\_\_\_  
SWPA/GSA/Coop/RFP/ITB#: \_\_\_\_\_

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
The Priority Line Replacement Price Agreement  
ITEM#21-0484**

This AMENDMENT No. 2 (the “Amendment”) amends the CITY OF SANTA FE CONTRACT, dated September 10, 2021 (the "Contract"), between the City of Santa Fe (the “City”) and Sub Surface Contracting, Inc. (the “Contractor”). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the 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 \$1,656,806.25 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 a total amount up to six million one hundred and ninety thousand dollars (\$6,190,000.00). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling five-hundred and six thousand, eight hundred and six dollars and twenty-five cents (\$506,806.25) 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 six million, six hundred ninety-six thousand, eight hundred and six dollars and twenty-five cents (\$6,696,806.25). 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:

CONTRACTOR:  
Sub Surface Contracting, Inc.

  
Alan Webber (Jan 22, 2025 13:50 MST)  
ALAN WEBER, MAYOR

  
JEREMEY SANDERSON,  
SUPERINTENDENT/VICE PRESIDENT

DATE: Jan 22, 2025

DATE: Oct 29, 2024  
CRS# 02104256000

Registration #46991

ATTEST:

  
ANDREA SALAZAR (Jan 6, 2025 13:57 MST)

CITY CLERK

xiv

11-13-24 GB MTG

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Oct 29, 2024 13:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
FINANCE DIRECTOR

**Signature:**

**Email:**

# GB Subsurface Contract Amendment 2 Munis Contract 3202929

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAPkxY8rw6KFBodA1TUNO7hWQ4voA2ZUUd

## "GB Subsurface Contract Amendment 2 Munis Contract 3202929" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-10-30 - 7:26:21 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-10-30 - 7:33:29 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-10-30 - 7:40:14 PM GMT- IP address: 104.47.64.254
-  Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Decline reason: BAR requires Dept Director signature before it comes to Budget.  
2024-10-30 - 7:41:49 PM GMT- IP address: 63.232.20.2










# GB Subsurface Contract Amendment 2 Munis Contract 3202929 (1)

Final Audit Report


2024-11-06

Created:	2024-10-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXZt4nvM9wef6e3NIFPFul_ztw02Ppxo

## "GB Subsurface Contract Amendment 2 Munis Contract 3202929 (1)" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-10-31 - 9:01:41 PM GMT- IP address: 75.233.144.205
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature  
2024-10-31 - 9:09:28 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)  
2024-10-31 - 9:21:50 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)  
Signature Date: 2024-10-31 - 9:22:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature  
2024-10-31 - 9:22:55 PM GMT
-  Document e-signed by John Dupuis (jedupuis@santafenm.gov)  
Signature Date: 2024-10-31 - 9:26:06 PM GMT - Time Source: server- IP address: 174.218.18.173
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-10-31 - 9:26:13 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-10-31 - 11:22:29 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-10-31 - 11:23:04 PM GMT - Time Source: server- IP address: 63.232.20.2




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


2024-10-31 - 11:23:11 PM GMT

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

2024-11-01 - 5:53:25 AM GMT- IP address: 104.28.48.217

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

2024-11-01 - 4:13:37 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2024-11-01 - 10:27:49 PM GMT - Time Source: server- IP address: 63.232.20.2

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

2024-11-01 - 10:27:55 PM GMT

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

2024-11-06 - 0:50:59 AM GMT- IP address: 104.47.65.254

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

Signature Date: 2024-11-06 - 0:59:02 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-11-06 - 0:59:02 AM GMT

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Jan 22, 2025 13:21 MST)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)

# 3202929 Memo

Interim Agreement Report

2025-06-10

Created:	2025-06-10
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Draft
Transaction ID:	CBJCHBCAABAAN_-2IFjdK_NGFYr7eI3OJ2RxaHFh-rw2

## Agreement History

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

## "3202929 Memo" History

 Document created by JAMES EDWARDS (jwedwards@santafenm.gov)

2025-06-10 - 1:56:14 PM GMT- IP address: 63.232.20.2