

Date: September 20, 2024

To: Mayor Alan Webber and Governing Body

Via: John Dupuis, Public Utilities Department Director
Mike Dozier, WWM Division Director *MD*

From: P. Fred Heerbrandt P.E., Engineer Supervisor, WWMD ^{FH}_{FH}

Subject: Amendment #1 On-Call Repairs to the Collection System/CIP 962

Vendor Name: Sub Surface Contracting Inc.

Vendor Number: 1921

ITEM AND ISSUE:

Public Utilities Department/Wastewater Management Division respectfully requests your review and approval of Sub Surface General Service Contract Amendment #1 for On-Call repairs and construction to the collection system, allowing the Collections Section to respond quickly to sanitary sewer line plugs, collapses, replacement, and other similar maintenance. Request for the Approval to increase compensation by \$1,500,000 to the total contract amount not to exceed \$2,463,475.12. Contract ending June 30, 2025. (P. Fred Heerbrandt, P.E., pfheerbrandt@santafenm.gov, 505-955-4623)

*Original City Clerk Item Number 21-0660

*Date of Original Contract approval by Governing Body 10/18/21

Action Requested: Approval of Contract Amendment #1 and Approval of a BAR for \$1,500,000 for from the WWMD Enterprise Fund.

BACKGROUND AND SUMMARY:

The contract is a 4-year contract with three contractors, which terminates on June 30, 2025. We are requesting increased compensation for Sub Surface Contractors, Inc. only. The required funding for repairs is already in place within the 2024 – 2025 fiscal budget.

PROCUREMENT METHOD:

ITB 21/46/B, Three bidders, Award to all three bidders.

Chief Procurement Officer Approval: *[Signature]* **Date:** 10/25/2024

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3203152

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

The funding source is:

Fund Name/Number: Wastewater/Fund 500

Munis Org Name/Number: WW - Collection/5000362

Munis Object Name/Number: Repair and Maint Sys Equip/520150 \$800,000

Munis Object Name/Number: WIP Construction/572970 \$700,000

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:** 10/25/2024

Comment/Exceptions: _____

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

Yes | No n/a

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: Contract is for on-call repair or parcial replacement of collection system components.

Capital Project:

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

Yes | No

Project Ledger #: WWD2550003

Anticipated length of project: 6/30/25

Asset Manager Approval: _____ Date: _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: *Emily K. Oster*

Title: Finance Director

Date: 10/30/2024

Approval: _____

Title: _____

Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Original Contract

Amendment #1

BAR

COI & BR updated no attachment

**CITY OF SANTA FE
AMENDMENT No. 1 TO
CAPITAL IMPORVEMENTS PROGRAM
ITEM# 21-0660**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE **ON-CALL REPAIR, REPLACEMENT, EXTENSION, AND REHABILITATION OF SEWER COLLECTION SYSTEM CONTRACT**, dated December 9, 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 On-Call Repair, Replacement, Extension, And Rehabilitation of Sewer Collection System services.

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:

2. COMPENSATION.

The amount of compensation is increased by a total of \$1,500,000.00 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed up to a maximum of \$2,428,956.47 including NMGRT total for the contract.

C. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and

effect, in accordance with its terms.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Sub Surface Contracting, Inc



Neal Keiper (Sep 24, 2024 10:03 MDT)

NEAL KEIPER, PRESIDENT

DATE: Sep 24, 2024

CRS# #0210425600

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Sep 24, 2024 10:04 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR











Contract_Amendment Sub Surface-FINAL CAO

Final Audit Report

2024-09-24

Created:	2024-09-20
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMJ9XJhjFGFiJWGTxMDPWbqTggpmbiw

"Contract_Amendment Sub Surface-FINAL CAO" History



-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-09-20 - 7:56:49 PM GMT- IP address: 63.232.20.2
-  Document emailed to nealkeiper@gmail.com for signature
2024-09-20 - 7:57:34 PM GMT
-  Email viewed by nealkeiper@gmail.com
2024-09-21 - 7:51:53 PM GMT- IP address: 104.28.85.113
-  Email viewed by nealkeiper@gmail.com
2024-09-23 - 1:02:58 AM GMT- IP address: 104.28.111.148
-  Signer nealkeiper@gmail.com entered name at signing as Neal Keiper
2024-09-24 - 4:03:40 PM GMT- IP address: 174.205.160.18
-  Document e-signed by Neal Keiper (nealkeiper@gmail.com)
Signature Date: 2024-09-24 - 4:03:42 PM GMT - Time Source: server- IP address: 174.205.160.18
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2024-09-24 - 4:03:48 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2024-09-24 - 4:04:07 PM GMT- IP address: 76.127.1.192
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2024-09-24 - 4:04:26 PM GMT - Time Source: server- IP address: 76.127.1.192
-  Agreement completed.
2024-09-24 - 4:04:26 PM GMT


City of Santa Fe, New Mexico

memo

Date: October 18, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael L. Dozier, Wastewater Division Director 
Stan Holland, Wastewater Division Engineer 

Via: Shannon W. Jones, Utility Division Director 

RE: Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to \$200,000 inclusive of nmgrt.

ITEM AND ISSUE:

- 1) The Wastewater Division requests award of Bid Number '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for the remainder of Four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of \$200,000.00 inclusive of NMGRT is requested for FY2021-22. Future funding will depend upon budget availability.

BACKGROUND AND SUMMARY:

The Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement is an on-call requirements contract, with the Wastewater Division issuing work orders as needed for work such as public sewer line replacements and work within the Wastewater Treatment Plant. The contract is funded from the Wastewater Division's Collection Section (Sewer Line Maintenance) and the Wastewater Facility Operations Section. The initial Contract amount is limited to \$200,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This was a multi-contractor award Invitation to Bid (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 or will be followed with a signed Work Order for Emergency repairs. The exact type of work required will be used to select from the applicable Bid Items. Not every Bid Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 24, 2021 and were subsequently evaluated for completeness and accuracy. The base bids are \$163,971.00 and \$166,293.00 for Allied 360 Construction. and Sub Surface Contracting respectively and were very similar in pricing for certain types of work. TLC was the highest bidder at \$244,863.15.

Sub Surface Contracting has had the current On-Call Contract with the Wastewater Division for the past four years.

The Wastewater Division has verified with Los Alamos County that Allied 360 Construction has satisfactorily completed some of the type work outlined in the Bid.

TLC Inc. had the on-call contract with the Wastewater Division in the past prior to Sub Surface. TLC is also lower in pricing for some specialty work items like pipe bursting, trenchless spot repairs and major sewer line replacements and they have a larger work force to call upon.

For these reasons, it was decided to award and utilize all three (3) Contractors

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT
Allied 360 Construction	\$163,971.00
Sub Surface Contracting, Inc.	\$166,293.00
TLC Plumbing & Utility	\$244,863.15

CONTRACT NUMBER:

The FY22 Munis contract number:
Sub Surface Contracting # 3203056
Allied 360 # 3203057
TLC # 3203058

FUNDING SOURCE:

The funding source is:
Waste Water Operating Collections and Operations

FY 2022

Fund Name/Number: Waste Water Enterprise Fund/ 505

Munis Org Name/Number: Operations 5000367; Collections 5000362

Munis Object Name/Number: Repair & Maint. System Equip. / 520150

Funds for this work are available in Business Unit, Line Item 5000362-520150 (Collections) in the amount of \$150,000.00 including NMGRT and Business Unit, Line Item 5000367-520150 (Operations) in the amount of \$50,000.00

RECOMMENDATION:

The Wastewater Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc., Allied 360 Construction and TLC Plumbing & Utility for Bid # '21/46/B for the FY 21/22 Publicly Owned

Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 for a total amount of \$200,000.00 inclusive of NMGRT for FY2021-22.

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



(Rev. 4/20)

City of Santa Fe Central Purchasing Office

Price Agreement

Awarded Contractor(s):

- 1) Allied 360 Construction, LLC.
- 2) Sub Surface Contracting, Inc.
- 3) TLC Plumbing, Inc.

(see page 15 for contact info)

Price Agreement Number:**Payment Terms: Net 30****Ship To:**

All City of Santa Fe Departments and Political
Subdivisions allowed by Law

F.O.B.: Destination**Invoice To:**

City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

Term: July 1, 2021 to June 30, 2025**Delivery: As requested by Department****Title: Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and
Rehabilitation of Sewer Collection System Price Agreement CIP #962**

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/46/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

**This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.
Terms and Conditions**

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

Taxes: The unit price shall exclude all state taxes.

Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of

City of Santa Fe Central Purchasing Office

the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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 bribes, gratuities and kickbacks.

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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

Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price 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 for services under this Price Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article X - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article X-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

- a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination

The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto).

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Work Orders

Only written signed Work Orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates

Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars (\$60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM
AGREEMENT BETWEEN
CITY AND CONTRACTOR

**PUBLICLY OWNED TREATMENT WORKS (POTW) ON-CALL REPAIR,
REPLACEMENT, EXTENSION AND REHABILITATION OF SEWER COLLECTION
SYSTEM PRICE AGREEMENT CIP #962**

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the "City," and **ALLIED 360 CONSTRUCTION, LLC., SUB SURFACE CONTRACTING, INC. AND TLC PLUMBING, INC.**, hereinafter referred to as the "Contractor(s)" 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:

- 1) The City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call' to the requests when such requests are originated and authorized by the City of Santa Fe.

The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to complete Work authorized under a Work Order and in accordance with the drawings, specifications, and other Contract Documents.

B. The Work to install fully functioning, warrantied sewer lines and manholes and other work issued by a Work Order includes, but is not limited to the following:

1. Installation of all specified sewer lines, sewer manholes and service connections, etc.
2. Earthwork, grading and compaction for the restoring the driving surface over disturbed

City of Santa Fe Central Purchasing Office

- areas.
3. Coordination with Public Service Company of New Mexico (PNM) as required
 4. Coordination with the New Mexico Gas Company as required
 5. Coordination with Century Link as required
 6. Coordination with New Mexico NM811 and/or contracting with utility location providers as required.
 7. Coordination with the City's Wastewater Division for periodic review of system installations.
 8. Any other related work associated with this work, as drawn and specified in the WO.
 9. Provide all required materials testing.
 10. Provide 12 month Contractor's warranty on installed sewer collection systems, parts and labor.
 11. Provide Manufacturer's warranties on miscellaneous parts and labor.
- C. The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders:
- The Contractor shall be responsible for State CID requirements and permit.
 - The Contractor shall be responsible for verifications
 - of all existing conditions, measurements and dimensions before signing each WO.
 - The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- D. The Contractor shall perform all the work required by the Wastewater Management Division, as required, on each Work Order (WO) in the Contract Documents (attached) for the City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement.
- E. The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.
- F. 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 "as-built" 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.
- G. The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.
- H. The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

- I. **Incorporation by Reference.** All exhibits, addenda, schedules of ITB 21/46/B attached hereto and all certificates, work order documents, drawings, as-builts 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 **BASED UPON THE ATTACHED PRICE SHEETS, DELIVERABLES, MILESTONES, AND COMPLETED WORK ORDERS (WO)** including gross receipts tax.

The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. 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. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and

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

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of 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 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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.

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:

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

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

24. 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

25. Indemnification.

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

26. 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.

27. 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.

28. 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.

29. 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:

City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507
(505) 955-4650

To the Contractor(s):

- 1) Allied 360 Construction, LLC
Contact: Patrick Herrera, Managing Member/Owner
P.O. Box 1913
Española, NM 87532
Ph: (505) 470-5779
Email: patrickherrera@ymail.com
- 2) Sub-Surface Contracting, Inc.
Contact: Neal J. Keiper / Owner-President
27 Paseo de River
Santa Fe, NM 87507
Ph: (505) 473-1000
Email:
- 3) TLC Plumbing, Inc.
Contact: Eddie Padilla, Chief Dev. Officer
5000 Edith Blvd. NE
Albuquerque, NM 87107
Ph: (505) 761-9696
Email:

30. 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.

City of Santa Fe Central Purchasing Office

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:

CONTRACTOR:

TLC PLUMBING, INC.

Alan Webber

ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

NAME: Eddie C. Pabell

TITLE: Chief Development Officer

DATE: 8/23/21

ATTEST:

CRS# 02-226090-000
BRN# 222153

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, *JS*
CITY CLERK
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#. AJH
AJH

City of Santa Fe Central Purchasing Office

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

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: Dec 9, 2021


ATTEST:


KRISTINE BUSTOS MIHELICIC, 
CITY CLERK
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#. AJH
AJH

CONTRACTOR:

SUB SURFACE CONTRACTING, INC.

NAME: 

TITLE: PRESIDENT

DATE: 8-26-21

CRS# 02-104256-000
BRN# 46991

City of Santa Fe Central Purchasing Office

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:

CONTRACTOR:

Allied 360 Construction, LLC.

AW
ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

ATTEST:

Kristine Bustos
KRISTINE BUSTOS MIHELICIC, *JB*
CITY CLERK
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez | Jul 28, 2021 09:10 MDI
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#. *AJH*
AJH

NAME: *Patrick Herrera*
TITLE: *Managing Member*
DATE: *9/16/2021*
CRS# 03-14757600-0
BRN# 231055

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
1	Point Repair, 6" to 8" pipe, remove and replace, 0' to 6' in depth including PVC pipe	\$4,200.00	\$3,550.00	\$6,345.00
2	Point Repair, 6" to 8" pipe, remove and replace, 6' to 10' in depth including PVC pipe	\$4,400.00	\$4,650.00	\$9,235.00
3	Point Repair, 6" to 8" pipe, remove and replace, 10' to 16' in depth including PVC pipe	\$5,000.00	\$8,300.00	\$7,365.00
4	Point Repair Additional Cost for remove and replace, greater than 16' depth for 6" to 8" pipe including PVC pipe	\$197.00	\$1,685.00	\$220.00
5	Point Repair, 10" to 15" pipe, remove and replace, 0' to 6' in depth including PVC pipe	\$5,700.00	\$4,450.00	\$7,500.00
6	Point Repair, 10" to 15" pipe, remove and replace, 6' to 10' in depth including PVC pipe	\$5,200.00	\$6,700.00	\$10,390.00
7	Point Repair, 10" to 15" pipe, remove and replace, 10' to 16' in depth including PVC pipe	\$6,200.00	\$9,350.00	\$13,945.00
8	Point Repair Additional Cost for excavation greater than 16' depth for 10" to 15" pipe including PVC pipe	\$239.00	\$1,875.00	\$220.00
9	Point Repair, 18" to 24" pipe, remove and replace, 0' to 6' in depth including PVC pipe	\$7,600.00	\$4,975.00	\$11,250.00
10	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth including PVC pipe	\$8,600.00	\$7,100.00	\$13,255.00
11	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth including PVC pipe	\$9,500.00	\$10,500.00	\$16,810.00
12	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe including PVC pipe	\$347.00	\$1,875.00	\$220.00
13	8" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$105.00	\$75.00	\$43.95
14	10" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$115.00	\$85.00	\$58.90
15	12" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$130.00	\$95.00	\$75.65
16	15" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$167.00	\$105.00	\$100.50
17	18" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$196.00	\$125.00	\$138.45
18	24" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$250.00	\$140.00	\$229.85
19	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	\$25.00	\$65.00	\$64.20
20	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	\$35.00	\$85.00	\$74.90
21	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	\$47.00	\$125.00	\$109.20
22	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	\$45.00	\$255.00	\$18.20
23	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	\$60.00	\$75.00	\$64.20
24	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	\$75.00	\$90.00	\$74.90
25	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	\$95.00	\$140.00	\$109.20
26	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	\$110.00	\$265.00	\$19.85
27	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	\$110.00	\$80.00	\$64.20

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
28	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	\$112.00	\$95.00	\$74.90
29	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	\$125.00	\$165.00	\$136.50
30	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	\$125.00	\$275.00	\$21.85
31	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	\$227.00	\$498.00	\$70.00
32	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	\$255.00	\$585.00	\$70.00
33	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	\$300.00	\$610.00	\$85.00
34	Traffic Control Residential –per Work Zone –per Day	\$1,800.00	\$1,220.00	\$80.00
35	Traffic Control Non-Residential Major Collectors and Arterials – per Work Zone –per Day	\$2,000.00	\$1,395.00	\$530.00
36	Asphalt Removal, Disposal & Replacement including 6" Base Course and 4" Asphalt	\$2,250.00	\$17,000.00	\$7,550.00
37	Curb/Gutter Removal, Disposal and Replacement	\$31.00	\$80.00	\$65.30
38	Sidewalk Removal, Disposal and Replacement	\$41.00	\$225.00	\$98.45
39	New Manhole, 4' Diameter, type "C" or "E", 6' deep or less, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	\$6,800.00	\$6,500.00	\$12,115.00
40	New Manhole, 4' Diameter, type "C" or "E", over 6' to 10' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	\$7,800.00	\$8,500.00	\$14,360.00
41	New Manhole, 4' Diameter, type "C" or "E", over 10' to 16' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	\$1,400.00	\$12,000.00	\$18,815.00
42	Additional Cost for depth greater than 16' depth for 4' Diameter Manhole	\$1,100.00	\$975.00	\$560.00
43	New 12 inch thick Concrete Manhole Collar where none exists in Dirt Road or Easement area	\$2,200.00	\$1,550.00	\$1,700.00
44	MH Wall Rehabilitation	\$100.00	\$600.00	\$330.00
45	MH Inverts & Shelf Rehabilitation	\$2,100.00	\$2,400.00	\$3,600.00
46	MH Inverts & Base Replacement	\$6,200.00	\$4,450.00	\$20,370.00
47	Sewer Service Connection as part of a Point Repair/Open Trench	\$4,250.00	\$950.00	\$4,320.00
48	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	\$9,700.00	\$1,450.00	\$4,320.00
49	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement	\$1,100.00	\$1,825.00	\$4,320.00
50	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth including Asphalt Replacement	\$395.00	\$4,800.00	\$430.00
51	MH Cleaning (i.e. debris, roots, etc.)	\$4,400.00	\$1,275.00	\$3,000.00
52	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	\$4,200.00	\$2,400.00	\$3,800.00
53	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar(City Furnished F&C & Barrels)	\$2,200.00	\$2,850.00	\$4,255.00
54	Easement Clearance and Grading for Access & Repair Work	\$47.00	\$250.00	\$10.00
55	Rip Rap & Wire Mattress –New Installation	\$5,000.00	\$675.00	\$800.00
56	Gabion Basket –New Installation	\$1,100.00	\$710.00	\$650.00
57	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep -Core Drill	\$1,200.00	\$1,800.00	\$3,415.00
58	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep -Core Drill	\$2,400.00	\$2,300.00	\$340.00
59	Rock Excavation	\$65.00	\$375.00	\$140.00
60	Select Fill Material-Delivered	\$3,200.00	\$1,295.00	\$2,730.00

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
61	Smoke Testing-Supervisor	\$14,000.00	\$4,800.00	\$10,000.00
62	Smoke Testing-Helper	\$8,000.00	\$3,600.00	\$4,240.00
63	Smoke Testing Traffic Control Allowance	\$5,000.00	\$5,000.00	\$5,000.00
64	Materials Testing - Allowance	\$2,000.00	\$2,000.00	\$2,000.00
65	Street Cut Permits - Allowance	\$2,000.00	\$2,000.00	\$2,000.00
	Total Base Bid Incl: allowances, mobilization, Demobilization, labor, materials, equipment, bonding, insurance, etc.	\$163,971.00	\$166,293.00	\$244,863.15

Signature: P. Fred Heerbrandt, P.E.

P. Fred Heerbrandt, P.E. (Sep 20, 2024 14:45 MDT)

Email: pfheerbrandt@santafenm.gov

Signature: 

Email: mldozier@santafenm.gov



ADDITIONAL REMARKS SCHEDULE

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

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.

GB SUB SURFACE AMEND 1_NEW MEMO PACKET int 2 final

Interim Agreement Report









2024-10-30

Created:	2024-10-25
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAAdcv38BSKQC23atXsPE3YQSMr3ITaWxbX

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.

"GB SUB SURFACE AMEND 1_NEW MEMO PACKET int 2 final" History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2024-10-25 - 5:35:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-25 - 5:40:41 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-25 - 5:47:56 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-25 - 5:48:16 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
2024-10-25 - 5:48:19 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-10-25 - 6:53:06 PM GMT- IP address: 63.232.20.2
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-10-25 - 9:59:25 PM GMT- IP address: 73.228.7.52
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-10-25 - 10:01:24 PM GMT - Time Source: server- IP address: 73.228.7.52



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


2024-10-25 - 10:01:28 PM GMT

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

2024-10-30 - 3:21:58 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2024-10-30 - 3:23:30 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature

2024-10-30 - 3:23:33 PM GMT