



City of Santa Fe, New Mexico

Memorandum



Date: December 4, 2024

To: Finance Committee, Governing Body

From: Michael Dozier, Wastewater Division Director
P. Fred Heerbrandt, P.E., Engineer Supervisor

Via: John Dupuis, Public Works Director

Re: Request for Approval of a BAR over \$60k

Item and Issue

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$197,470 from Public Utilities Cash Balance to Repair and Maintenance to Fund a Construction Contract with AAC Construction to Excavate and Remove a Failing Manhole on Paseo de Peralta and Replace it with a New, Precast Concrete Manhole.

Background and Summary


The Public Utilities Department respectfully requests your review and approval of an Emergency Determination BAR approval to replace a failing manhole within Paseo de Peralta in the total amount of \$197,469.86. The contract for this BAR was approved by the Interim City Manager Randy Randall on November 22, 2024. However, the BAR to fund the agreement is over \$60k and requires approval by the Governing Body.


Recommended Action

Please approve the BAR to Fund the AAC Contract for Manhole Excavation and Replacement Within Paseo de Peralta

Date: October 29,2024

To: Randy Randall, City Manager

From: P. Fred Heerbrandt, P.E., Engineer Supervisor 

Via: John Dupuis, Public Utilities Director 

Subject: Paseo De Peralta Emergency Manhole Replacement Project

Vendor Name: AAC Construction, LLC

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of an Emergency Determination to replace a failing manhole in Paseo de Peralta. Request for the Approval of a construction contract in the total amount of \$197,469.86 including NMGR for construction services ending 6 months after approval.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250274


BACKGROUND AND SUMMARY:

The contractor will excavate and remove a failing manhole within Paseo de Peralta and replace it with a new, precast concrete manhole. He will replace the pipe connections to the manhole to restore free flow through the manhole. The excavation will be backfilled and the roadway pavement restored.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

NMSA 1978, Section 13-1-127, Emergency

Chief Procurement Officer (CPO) / Designee:  **Date:** Nov 22, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/500

Munis Org Name/Number: WW-Collections/5000362

Munis Object Name/Number: Repair and Maint System Equip/520150

Budget Officer / Designee: Andy Hopkins **Date:** Nov 21, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

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

Vehicles included? Yes | No

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

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

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

Capital Asset* or Project** Yes | No

Project Ledger #: _____

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

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

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

Is this a Grant Funded Purchase? Yes | No

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

ATTACHMENTS:

Emergency Determination

Quote

Horizon

CPO Service Determination Email

COI

CITY OF SANTA FE
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **AAC Construction, LLC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The contractor will excavate and remove a failing manhole within Paseo de Peralta and replace it with a new, precast concrete manhole. He will replace the pipe connections to the manhole to restore free flow through the manhole. The excavation will be backfilled and the roadway pavement restored. The work will include all traffic control, materials, labor, and any incidentals necessary to complete the work and restore the sanitary sewer and roadway to serviceable condition.

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

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

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ninety seven thousand four hundred sixty nine dollars and eighty six cents (\$197,469.86), including gross receipts tax.

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed \$197,469.86. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract 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 twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. Notice of Extended Payment Provision for Grant Funded Contracts. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **six (6) months from date of final signature**.

4. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give 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 Contract 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.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *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 CONTRACT.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 construction 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This Contract 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 Contract 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 Contract, 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) Contract compensation, as outlined in Article 2; or
- 5) Contract 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 Contract, and become binding as a part of the original Contract.

16. Merger

This Contract 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

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 Contract may be terminated by the City.

21. Other Insurance

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

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

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

22. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. 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 Contract, 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 Contract. 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 Contract 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.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

27. Notices

Any notice required to be given to either party by this Contract 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: Ben Sandoval
73 Paseo Real, Santa Fe, NM 87507
basandoval@santafenm.gov

To the Contractor: Andrew Sisneros
18 La Luna Road, Santa Fe, NM 87507
andrew@cnsf.net

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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.

29. Progress Payments

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

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the

Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

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

32. General and Special Provisions

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

B. An enumeration of the Contractor’s General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

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

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

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

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

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

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

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

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

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

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

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

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

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

CITY OF SANTA FE:

CONTRACTOR:

Randy Randall
Randy Randall (Nov 22, 2024 15:57 MST)

Andrew Sisneros
Andrew Sisneros (Nov 4, 2024 14:36 MST)

CITY MANAGER

Andrew Sisneros, Managing Member

DATE: Nov 22, 2024

DATE: Nov 4, 2024

NMBTIN: _____

ATTEST:

Andrea Salazar
Andrea Salazar (Dec 3, 2024 16:31 MST)

CITY CLERK *XIV*

CITY ATTORNEY’S OFFICE:

Marcos Martinez

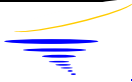
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

WORK ORDER PRICING



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Ben Sandoval

Project Contact : Ben Sandoval, Ph: 505-955-4622

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Mobilization Date: 9/30/2024
Delivery/Completion Date: 10/18/2024

DESCRIPTION:	Customer Concern: A SAS Manhole was recently discovered and the camera revealed that the foundation of the manhole was missing and the main sewer pipe was disconnected from the manhole. The contractor is tasked to respond to the emergency and replace the manhole ASAP. A Cast In Place method was necessary due to the close proximity of the 2 12" water pipes. An additional 12" steel pipe was encountered and the Water Division gave a directive to remove it to access the manhole work. The cut ends of the abandoned steel line were plugged with concrete. All safety standards/methods/equipment are being utilized during the excavation and backfill process.
LOCATION:	608 Paseo De Peralta, Santa Fe, NM 87501

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Project Coordinator	80	\$87.50	\$7,000.00
	Foreman	120	\$65.00	\$7,800.00
	Heavy Equipment Operator III	80	\$55.00	\$4,400.00
	Heavy Equipment Operator III	80	\$55.00	\$4,400.00
	Delivery Drivers	40	\$65.00	\$2,600.00
	Truck Driver	110	\$55.00	\$6,050.00
	Truck Driver	80	\$55.00	\$4,400.00
	Laborer III	110	\$52.50	\$5,775.00
	Laborer III	110	\$52.50	\$5,775.00
	Laborer III	80	\$52.50	\$4,200.00
TOTAL LABOR				\$52,400.00

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Aggregate Material Base Course 30 tons	MSG	\$4,500.00
	Aggregate Material Crusher Fines 175 tons	Vulcan	\$7,875.00
	PCCP 18 CY	RR Ready Mix	\$4,000.00
	MH Collars 2		\$2,000.00
	Short Loads 2		\$300.00
	Rebar		\$1,200.00
	Manhole 8ft		\$8,500.00
	Asphalt Patch 3" Thick		\$17,500.00
	Double Yellow Stripe with Beads		\$800.00
	Testing		\$1,800.00
		\$0.00	
		\$0.00	
		\$0.00	
TOTAL MATERIAL			\$48,475.00

	Equipment Type	Rate Type	Rate	Qty	Total Cost
EQUIPMENT:	289 Mini Loader		65	80	\$5,200.00
	Excavator 313		185	70	\$12,950.00
	305 Ex		85	80	\$6,800.00
	Dump Truck		85	48	\$4,080.00
	Water Truck		65	40	\$2,600.00
	1 Ton P.U. With Trailer		30	80	\$2,400.00
	1 Ton Service Truck		18	80	\$1,440.00
	1 Ton Pick Up		18	80	\$1,440.00
	3/4 Ton Pick Up		18	80	\$1,200.00
	3/4 Ton Pick Up		15	40	\$600.00
	Small Tools/Pumps, Saws, Hand Tools		25	80	\$2,000.00
	Transport Mini Excavator		285	2	\$570.00
	Transport Mini Loader		285	2	\$570.00
	Misc Heavy Hauling		1200	2	\$2,400.00
	Traffic Control	SW Safety	6500	1	\$6,500.00
				\$0.00	
TOTAL EQUIPMENT					\$50,750.00

SUBTOTAL:	\$151,625.00
Contractor's Fee 18%	\$27,292.50
SUBTOTAL:	\$178,917.50
Tax @ 8.1875%	\$14,648.87
P & P BOND	\$3,903.49
GRAND TOTAL:	\$197,469.86

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

Authorized Signature

Date

**City of Santa Fe
Emergency Determination Form**



The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, City of Santa Fe

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **Name of Contractor:** AAC Construction, LLC

Address of Contractor: 18 La Luna Road, Santa Fe, NM 87507

Amount of prospective contract: \$197,469.86

Term of prospective contract: 6 Months

Location of Services: 608 Paseo de Peralta

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

The contractor will excavate and remove a failing manhole within Paseo de Peralta and replace it with a new, precast concrete manhole. He will replace the pipe connections to the manhole to restore free flow through the manhole. The excavation will be backfilled and the roadway pavement restored.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The manhole was structurally failing. A failure of the manhole would result in a sinkhole within the roadway and a likely spill and surcharging of sewage in the sewer line feeding the manhole. This failure would create a public safety as well as a public health emergency, and if sewage backed up into any service lines, it could have resulted in private civil suits for damages.

V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

The prompt replacement of the manhole will prevent the structural failure and resulting potential impacts, so that the duration of work will be as short as possible.

VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

The Collections group performs routine maintenance and inspection of their facilities to allow repair or replacement prior to the units reaching their end of life, but periodically they encounter a unit of the collection system that must be replaced immediately to avoid greater impacts from a failure.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Oct 11, 2024

Date

City Approval by:


John Dupuis (Oct 11, 2024 03:21 MDT)

Department Director, John Dupuis

Oct 11, 2024

Date



City Attorney, Erin McSherry

Oct 10, 2024

Date


John Blair (Oct 11, 2024 14:35 MDT)

City Manager, John Blair

Oct 11, 2024

Date



Finance Director, Emily Oster

Oct 11, 2024

Date

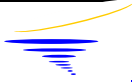
Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

WORK ORDER PRICING



A.A.C. Construction, LLC

OWNER: CITY OF SANTA FE SEWER DIVISION
Owner's Rep.: Ben Sandoval

Project Contact : Ben Sandoval, Ph: 505-955-4622

CONTRACTOR: A.A.C. Construction, LLC
PROJECT MANAGER: Andrew Sisneros, (505) 930-0481

Mobilization Date: 9/30/2024
Delivery/Completion Date: 10/18/2024

DESCRIPTION:	Customer Concern: A SAS Manhole was recently dicovered and the camera revealed that the foundation of the manhole was missing and the main sewer pipe was disconnected from the manhole. The contrator is tasked to respond to the emergency and replace the manhole ASAP. A Cast In Place method was necessary due to the close proximity of the 2 12" water pipes. An additional 12" steel pipe was encountered and the Water Division gave a directive to remove it to access the manhole work. The cut ends of the abandoned steel line were plugged with concrete. All safety standards/methods/equipment are being utilized during the excavation and backfill process.
LOCATION:	608 Paseo De Peralta, Santa Fe, NM 87501

	Item Description	Hours	Labor Rate	Total Cost
LABOR:	Project Coordinator	80	\$87.50	\$7,000.00
	Foreman	120	\$65.00	\$7,800.00
	Heavy Equipment Operator III	80	\$55.00	\$4,400.00
	Heavy Equipment Operator III	80	\$55.00	\$4,400.00
	Delivery Drivers	40	\$65.00	\$2,600.00
	Truck Driver	110	\$55.00	\$6,050.00
	Truck Driver	80	\$55.00	\$4,400.00
	Laborer III	110	\$52.50	\$5,775.00
	Laborer III	110	\$52.50	\$5,775.00
	Laborer III	80	\$52.50	\$4,200.00
TOTAL LABOR				\$52,400.00

	Material Description	Material Quote Reference	Total Cost
MATERIAL:	Aggregate Material Base Course 30 tons	MSG	\$4,500.00
	Aggregate Material Crusher Fines 175 tons	Vulcan	\$7,875.00
	PCCP 18 CY	RR Ready Mix	\$4,000.00
	MH Collars 2		\$2,000.00
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			\$0.00
TOTAL MATERIAL			\$48,475.00

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	3/4 Ton Pick Up		15	40	\$600.00
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					\$0.00
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SUBTOTAL:	\$151,625.00
Contractor's Fee 18%	\$27,292.50
SUBTOTAL:	\$178,917.50
Tax @ 8.1875%	\$14,648.87
P & P BOND	\$3,903.49
GRAND TOTAL:	\$197,469.86

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

Authorized Signature

Date



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

BUSINESS REGISTRATION

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

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

Owner: Andrew Sisneros

License Number: 222939

Issued Date: April 05, 2024

Expiration Date: April 05, 2025

CRS Number: 03-157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Genera

Fees Paid: \$10.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

DESCRIPTIONS (Continued from Page 1)

written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.

The General Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.

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

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











Emergency_Determination_Form_Paseo de Peralta

Final Audit Report

2024-10-11

Created:	2024-10-10
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzUoO0HfZqZy_ZZ79PZ2r1sV5UlgAZFc

"Emergency_Determination_Form_Paseo de Peralta" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-10 - 6:25:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-10-10 - 6:32:23 PM GMT
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-10 - 6:32:23 PM GMT
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2024-10-10 - 6:32:23 PM GMT
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-10-10 - 6:32:24 PM GMT
-  Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2024-10-11 - 0:33:27 AM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-10-11 - 0:34:09 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-10-11 - 4:59:19 AM GMT- IP address: 104.28.50.166
-  Email viewed by John Dupuis (jedupuis@santafenm.gov)
2024-10-11 - 9:21:11 AM GMT- IP address: 73.26.153.70
-  Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-11 - 9:21:44 AM GMT - Time Source: server- IP address: 73.26.153.70




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

2024-10-11 - 2:45:52 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2024-10-11 - 2:47:02 PM GMT - Time Source: server- IP address: 63.232.20.2

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

Signature Date: 2024-10-11 - 5:26:53 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-10-11 - 5:26:53 PM GMT







Emergency_Determination_Form_Paseo de Peralta

Final Audit Report

2024-10-11

Created:	2024-10-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPUx0caQ35gqfeJqg7x1BjGaumXQuwJL2

"Emergency_Determination_Form_Paseo de Peralta" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-11 - 7:38:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-10-11 - 7:40:31 PM GMT
-  Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-10-11 - 8:35:07 PM GMT- IP address: 104.47.64.254
-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-10-11 - 8:35:27 PM GMT- IP address: 108.45.157.37
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-10-11 - 8:35:29 PM GMT - Time Source: server- IP address: 108.45.157.37
-  Agreement completed.
2024-10-11 - 8:35:29 PM GMT

Signature: P. Fred Heerbrandt, P.E.

P. Fred Heerbrandt, P.E. (Nov 6, 2024 06:55 MST)

Email: pfheerbrandt@santafenm.gov







24-0673 AAC Construction

Final Audit Report

2024-12-03

Created:	2024-12-03
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAawsPZFEACc1fqAIDm5t869KkcF_t_ojJJ

"24-0673 AAC Construction" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-12-03 - 11:26:34 PM GMT- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature
2024-12-03 - 11:28:50 PM GMT
-  Email viewed by axsalazar@santafenm.gov
2024-12-03 - 11:30:45 PM GMT- IP address: 63.232.20.2
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2024-12-03 - 11:31:03 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2024-12-03 - 11:31:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-12-03 - 11:31:05 PM GMT