

City of Santa Fe, New Mexico

memo

Date: April 7, 2020

To: Public Works/Public Utilities Committee/Finance Committee

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

Via: Jesse Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director sj

RE: Water Division requests the Approval of Change Order #3 in the Total Amount of \$542,187.50 including tax for FY 2021 City Wide Water Utility Construction & Repair Contract, CIP # 953 to Sub Surface Contracting, Inc. (Bill Huey, bchuey@santafenm.gov, 955-4273).

ITEM AND ISSUE:

The Water Division requests approval of Change Order #3 to bid number '17/32/B for the FY 20/21 City Wide Water Utility Construction & Repair Contract, CIP # 953 to Sub Surface Contracting, Inc. to increase the amount of not to exceed compensation by \$542,187.50 including New Mexico Gross Receipt Tax (NMGRT) to allow for continuation of needed repair work, routine water line replacements and emergency repairs throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY:

City Council awarded Bid # 17/32/B to Sub Surface Contracting, Inc. (Sub Surface) on July 26, 2017. The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with \$250,000 from Transmission and Distribution for work on their infrastructure and with \$250,000 from Source of Supply for work on their infrastructure. Therefore, the Contract amount is limited to \$500,000.00 plus New Mexico Gross Receipt Tax (NMGRT) per year.

The Water Division requests that City Council approve our amendment to extend this contract for one more fiscal year. Funds for this work are available in Business Unit, Line Item 5050381.572970 in the amount of \$542,187.50 including NMGRT.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of Change Order #3 to the contract to Sub Surface Contracting, Inc. for the FY 20/21 City Wide Water Utility Construction & Repair Contract, CIP # 953 for \$542,187.50 including NMGRT under RFB No. '17/32/B.
- 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.

ITEM # 20-0329

CHANGE ORDER

for:

#17-0823; #18-0600; #19-00515

City Wide Water Utility Consturction & Repair Contract

BID 17/32/B - CIP # 953

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 3
Date: 4/3/2020

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT) \$ 542,187.50
2. Term of Contract will be increased by one additional year to June 30, 2021

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	\$ 558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	\$ 1,084,375.00
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 2,185,467.46

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:

By: [Signature]
Title: PRESIDENT
Date: 7/13/20

NM Taxation & Revenue CRS No. 02-104256-000

City of Santa Fe Business Reg. No. 20-00046991

Owner: City of Santa Fe

Water Division Engineer

By: [Signature] Date: _____
Bill Huey (Jul 15, 2020 14:34 MDT)

Public Utilities Director

By: [Signature] Date: _____
Shannon Jones (Jul 15, 2020 14:47 MDT)

Finance Director

By: [Signature] Date: _____
Mary Hiley

City Attorney

By: [Signature] Date: _____
ATM

Date: _____

Date: _____

Date: Aug 18, 2020

Date: 4/3/20

Mayor

By: [Signature]

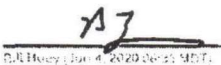
Date: Aug 19, 2020

City Clerk

By: [Signature]

Date: Aug 07/08/20

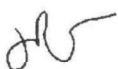
GC
GC

Signature: 
B. Huey (Jan 4, 2020 10:45 AM ET)
Email: bchuey@santafenm.gov

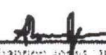
Signature:
Email: jdroach@santafenm.gov

Signature:
Email: mrmoya@santafenm.gov

Signature:
Email: swjones@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

Signature: 
Santafen News (June 5, 2020 04:33 PM)

Email: swjones@santafenm.gov



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Sub Surface Contracting, Inc

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$558,904.96

Termination Date: June 30, 2018

☒ Approved by Council Date: July 26, 2017

☐ or by City Manager Date: _____

Contract is for: City Wide Water Utility construction & Repair Contract CIP #953 BID 17/32/B

Amendment # CO #3 to the Original Contract# 17-0823

Increase/(Decrease) Amount \$ \$ 542,187.50

Extend Termination Date to: June 30, 2021

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Amendment is for: City Wide Water Utility construction & Repair Contract CIP #953 BID 17/32/B FY 20/21

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 558,904.96 of original Contract# _____ Termination Date: 6/30/2018

Reason: Original Contract

Amount \$ 542,187.50 amendment # CO #1 Termination Date: 6/30/2019

Reason: Increase comp and term for new FY #18-0600

Amount \$ 542,187.50 amendment # CO#2 Termination Date: 6/30/2020

Reason: Increase comp and term for new FY 19/2

Amount \$ 542,187.50 amendment # CO#3 Termination Date: 6/30/2021

Reason: Increase Comp and Term for new FY 20/21

Total of Original Contract plus all amendments: \$ 2,185,467.46



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 17132/B Date: May 23, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: BID Year 4 of 4
example: (First year of 4 year contract)

Fadunaway
Fadunaway, 10/10/2016 10:09:34 AM

Signature:

Purchasing Officer Review

Email: fadunaway@santafenm.gov

Comments or Exceptions: FY 21 PSA

7 Funding Source: _____ BU/Line Item: 5050395.572970

ASU 4/3/20
Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:
None

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez/ Bill Huey

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: City Wide Water Utility Construction & Repair, RFP 17/32/B

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

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

Department Requesting Water Staff Name Bill Huey

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Bill Huey, Engineer, 4/03/2020

Department Rep Printed Name (attesting that all information included)	Title	Date
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<u>Stanley M. [Signature]</u> Purchasing Officer (attesting that all information is reviewed)	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

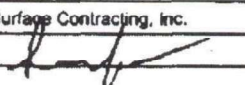
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	Public Utility	Department Name:	
Division Name:	Water	Division Name:	Transmission & Distribution

Financial Information

Amount Requested:	\$542,187.50	Munis Fund Number:	505
Vendor Name:	Sub Surface Contracting, Inc.	Munis Org Number:	5050395
Approved by Director?	yes 	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This is a recurring service provided by the Contractor (Sub Surface Contracting, Inc.) to provide Emergency Services to repair broken water mains and planned replacements of water mains and other infrastructure as well as customer service connections. The Contractor was chosen as the lowest cost based on the RFB.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

The City (Water Division) is required to provide adequate and safe drinking water for our customers as well as for Fire Protection. The Contractor provides both Emergency Repair service as well as planned replacements for the Water Division who does not have adequate staffing or equipment to conduct the work.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.


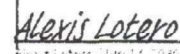
No City department has adequate staff or equipment to provide this service.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

The Water Division is required to provide adequate, safe water service and fire protection. Without this Contract, the Water Division will not be able to provide this service.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

If this purchase is not approved by the City, there is no alternate funding source. This service is not provided by any other entity.

 Procurement Office Signature	 Alexis Lotero Budget Office Signature	
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Signature:

Email: aclotero@santafenm.gov



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

BUSINESS REGISTRATION

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

Business Location: 27 PASEO DE RIVER A
ANNX2
SANTA FE, NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: February 17, 2020

Classification: Contractor - Specialty

Expiration Date: December 31, 2020

Fees Paid: \$35.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



SUBSURF-01

SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT Michelle Vialpando	
	PHONE (A/C, Mo, Ext): (505) 992-1873	FAX (A/C, No): (866) 621-0427
	E-MAIL ADDRESS: michelle.vialpando@hubinternational.com	
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACUIITY, A Mutual Insurance Company	
	INSURER B: Builders Trust of New Mexico	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			Z75944	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV IN JURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z75944	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z75944	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0692	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2019	7/1/2020	Ded: \$500/Limit: 200,000

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

CERTIFICATE HOLDER City of Santa Fe Public Utilities Department Attn: Maya Martinez 801 West San Mateo Santa Fe, NM 87505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ITEM # 19-0515

CHANGE ORDER

for:

#17-0823; #18-0600

City Wide Water Utility Consturction & Repair Contract

BID 17/32/B - CIP # 953

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 2
Date: 4/16/2019

You are hereby directed to make the following changes in this contract:

- | | |
|--|---------------|
| 1. <u>Increase compensation (inclusive NMGRT)</u> | \$ 542,187.50 |
| 2. <u>Term of Contract will be increased by one additional year to June 30, 2020</u> | |

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	\$ 558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	\$ 542,187.50
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 1,643,279.96

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:
By: [Signature]
Title: PRESIDENT
Date: 6-3-2019
NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. 19-00046991

Owner: City of Santa Fe
Water Division Engineer
By: [Signature]
Public Utilities Director
By: [Signature]
Finance Director
By: [Signature]
City Attorney
By: [Signature]

Date: 6/5/19
Date: 6/5/19
Date: 4/28/19
Date: 4/24/19

Mayor
By: [Signature]
Date: 6/28/19
City Clerk
By: [Signature]
Date: 6-28-19
CC mts 6-26-2019

ITEM # 18-0600

CHANGE ORDER

for:

City Wide Water Utility Consturction & Repair Contract

BID 17/32/B - CIP # 953

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #: 1
Date: 4/17/2018

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGR) \$ 542,187.50
2. Term of Contract will be increased by one additional year to June 30, 2019.

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract

Original Contract Sum (including gross receipts tax).....	\$ 558,904.96
Net Change by Previous Change Orders (including gross receipts tax)	\$ -
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 542,187.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 1,101,092.46

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:

By: [Signature]
Title: Y-P
Date: 6/18/18
NM Taxation & Revenue CRS No. 02-104256-000
City of Santa Fe Business Reg. No. 18-00046991

Owner: City of Santa Fe

Water Division Engineer
By: [Signature]
Interim Public Utilities Director
By: [Signature]
Finance Director
By: [Signature]
Interim City Attorney
By: [Signature]

Date: 4/20/18
Date: 6/20/18
Date: 6/5/18
Date: 4/19/18

Mayor
By: [Signature]
Date: June 11, 2018
City Clerk
By: [Signature]
Date: 6-22-18
CC mtg. 5/30/18

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

ITEM # 17-0823

AGREEMENT BETWEEN OWNER
AND CONTRACTOR

This Agreement is entered into this 26th day of July, 2017, by and between the CITY OF SANTA FE, herein known as the Owner, and Sub Surface Contracting Inc., herein known as the Contractor.

For the following:

PROJECT:

City-Wide Water Utility Construction & Repair Contract
PROJECT NO.: CIP # 953

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of July 26, 2017

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by Water Division as required in the Contract Documents for FY 17/18 City-Wide Water Construction & Repair Contract RFB. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron.

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

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.

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

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

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract may commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than (365) three-hundred sixty-five calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. The term of this agreement may be extended for an additional twelve (12) month period up to three (3) additional years, not to exceed four (4) years by a written amendment(s) in accordance with the terms of this Agreement.

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of five hundred sixteen thousand eleven dollars and fifty cents (\$516,011.50). The Contractor agrees that if it ever receives a partial or total refund of Gross Receipts Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of forty two thousand eight hundred ninety three and forty six cents (\$42,893.46) is [\$8.3125]% of Base Bid and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Bid	\$ 516,011.50
Gross Receipts Tax	\$ 42,893.46
TOTAL	\$ 558,904.96

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner 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, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) 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 Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand dollars (\$1,000) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner 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 Owner. In addition, the Contractor shall provide to the Owner 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.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the (365) ~~three-hundred sixty-five~~ calendar 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 (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's 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 aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 9.8 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 Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.
- 9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

- 9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.
- 9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER

City of Santa Fe
Sangre De Cristo Water Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR

Sub Surface Contracting, Inc.
27th Paseo de River
Santa Fe, NM 87507

- 9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 9.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

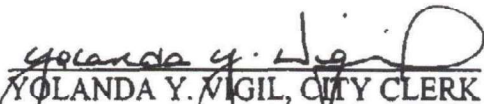
- 9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 9.23 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.
- 9.24 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.
- 9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

ARTICLE 10 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.

This Agreement is entered into as of the day and year first written above.



ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg 7/26/17

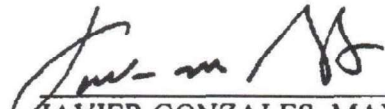
APPROVED AS TO FORM:

 6/5
KELLEY BRENNAN, CITY ATTORNEY

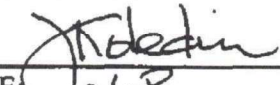
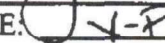
APPROVED:

 Budget Officer
08/02/17
ADAM K. JOHNSON, FINANCE DIRECTOR 

OWNER:


JAVIER GONZALES, MAYOR
8/7/17
DATE

CONTRACTOR:
SUB SURFACE

BY: 
TITLE: 

DATE: 8/10/17

NM TAXATION AND REVENUE CRS
NO. 02-104256-000

CITY OF SANTA FE BUSINESS REG.
NO. 17-00046991

52305.572970









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Final Audit Report

2020-07-15

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2020-07-15 - 8:47:17 PM GMT

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 19, 2020 08:22 MDT)

Email: gfcardenas@santafenm.gov







GB PUD 20-0329 SUB SURFACE- signed

Final Audit Report

2020-08-19

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