

# Item #20-0385

## CHANGE ORDER

for:

#17-1348; #18-0601; #19-0393

**Priority Line Replacements**

**BID 18/05/B - CIP # 3054**

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 NMGR) \$ 1,626,562.50
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).....	\$ 1,083,125.00
Net Change by Previous Change Orders (including gross receipts tax)	\$ 3,250,562.50
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 1,626,562.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 5,960,250.00

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: 8/10/2020  
NM Taxation & Revenue CRS No. 02-104256-000  
City of Santa Fe Business Reg. No. \_\_\_\_\_

#### Owner: City of Santa Fe

Water Division Engineer  
By: Bill Huey  
Public Utilities Department Director  
By: [Signature]  
Finance Director  
By: Mary McCoy  
City Attorney  
By: [Signature]

Date: 8/5/2020

Date: \_\_\_\_\_

Date: Aug 16, 2020

Date: 4/3/20

Mayor [Signature]  
By: \_\_\_\_\_

Date: Aug 17, 2020

City Clerk  
By: [Signature]  
Date: Aug 17, 2020

GC


CC Mtg 07/29/2020



# City of Santa Fe, New Mexico

## MEMO

**Date:** April 7, 2020

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

**From:** Bill Huey, Water Division Engineer 

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

**RE:** Extension of Contract for Priority Line Replacements with Sub Surface, Inc.

### **ITEM AND ISSUE:**

Water Division request's the Approval of Contract Extension in the Total Amount of \$1,626,562.50 including tax for FY 2021 Priority Line Replacements, CIP #3054, with Sub Surface, Inc. (Bill Huey, bchuey@santafenm.gov, 955-4273).

### **BACKGROUND AND SUMMARY:**

This is an on-call contract and no specific amount of work will be guaranteed. The work consists of, but is not limited to: furnishing all equipment, labor and materials for the construction 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, and traffic control as required to extend or replace water distribution, water storage, and water supply infrastructure, in accordance with signed Work Order(s), the drawings, specifications, and other Contract Documents. Most of this work will consist of the installation of new, poly-wrapped ductile iron pipe.

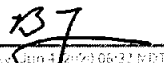
This contract was first awarded in Fiscal Year 1718. By the end of the current fiscal year, Sub Surface will have completed projects totaling approximately 9,100 feet of main replacement. The structure of this contract allows for more time being spent on the projects instead of having to bid each one separately as was done previous years.


Compensation for this contract will be increased by **\$1,626,565.50** inclusive of NMGR for FY20/21, and the term will be extended for one additional fiscal year. The contract will be paid on a per work order basis. Funds for this work are available as follows: \$1,624,000 from Business Unit, Line Item 5050395.572970. The contract can be amended to reflect the funds allotted for work conducted in future years, if applicable.

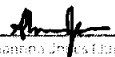
### **ACTION REQUESTED:**

Staff requests:

- Review and approval of contract extension for Sub Surface, Inc. for Priority Line Replacements for the additional amount of \$1,626,565.50 including NMGR for FY20/21.
- 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.

Signature:   
Bill Huey [Jan 4, 2020 06:22 NDT]  
Email: bchuey@santafenm.gov

Signature:   
JD Roach [Jan 4, 2020 06:22 NDT]  
Email: jdroach@santafenm.gov

Signature:   
Shonnia Jones [Jan 4, 2020 10:42 MDT]  
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

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$1,083,125.00

Termination Date: 240 NTP

☒ Approved by Council Date: December 13, 2017

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Priority Line Replacement

Amendment # CO #3 to the Original Contract# 17-1348

Increase/(Decrease) Amount \$ \$1,626,562.50

Extend Termination Date to: June 30, 2021

☒ Approved by Council Pending

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for: Inrease comp asnd term for new fy 20/21

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

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 1,083,125.00 of original Contract# 17-1348 Termination Date: 240 ntp

Reason: Priority Line Replacement #17-1348

Amount \$ 1,624,000.00 amendment # CO#1 Termination Date: 6/30/2019

Reason: Increase to term and comp for new FY #18-0601

Amount \$ 1,626,562.50 amendment # CO#2 Termination Date: 6/30/2020

Reason: Increase comp for FY 19/20 and extend term

Amount \$ 1,626,562.50 amendment # CO#3 Termination Date: 6/30/2021

Reason: Increase Comp and Term for FY 20/21

Total of Original Contract plus all amendments: \$ \$5,960,250.00



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

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

RFP# 18/05/B Date: November 2, 2017

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

*Fadunaway*  
Fadunaway (Jul 13, 2020 13:22 MDT)

**Purchasing Officer Review**

**Signature:**

**Email:** fadunaway@santafenm.gov

**Comments or Exceptions:** \_\_\_\_\_

**7 Funding Source:** Water CIP **BU/Line Item:** 50395.572970

*Alexis Lotero*  
Alexis Lotero (Jul 23, 2020 13:14 MDT)

**Budget Officer Approval**

**Signature:**

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

**Comments or Exceptions:** \_\_\_\_\_

**8 Any out-of-the ordinary or unusual issues or concerns:**

\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Maya Martinez

Phone #       #      

**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

Procurement Title: Priority Line Replacment, RFP 18/05/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 checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Bill Huey, Engineer, 4/03/2020

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

Signature: *[Signature]*

Date

Email: [fadunaway@santafenm.gov](mailto:fadunaway@santafenm.gov)

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

# City of Santa Fe

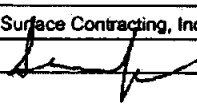
## FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



### General Information

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

### Financial Information

Amount Requested:	\$1,626,562.50	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 expense. The Contractor (Sub Surface Contracting, Inc.) replaces outdated and undersized water mains and other infrastructure on projects determined by the Water Division. The Contractor was the lowest cost option as determined by 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 Water Division (City) is required to provide adequate and safe water to our customers. Adequately sized water mains are required for Fire Protection and customer service connections. Outdated mains often break causing service disruptions and damage to streets and potentially customer property.

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

No department in the City has adequate employees trained to replace water mains.

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.

Under sized water mains may not provide required Fire Protection. Broken mains cause damage to City streets and can impact customer owned property.

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 not approved, there is no alternate source of funds to replace water mains and infrastructure. No other entity provides this type of service.

Procurement Office Signature	Budget Office Signature	Finance Director Signature



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

## BUSINESS REGISTRATION

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

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

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

**License Number:** 46991

**Issued Date:** February 17, 2020

**Expiration Date:** December 31, 2020

**CRS Number:** 02104256000

**License Type:** Business License - Renewable

**Classification:** Contractor - Specialty

**Fees Paid:** \$35.00

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

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

THIS REGISTRATION/LICENSE IS NOT 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).

<b>PRODUCER</b> License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> Michelle Vialpando		
	<b>PHONE (A/C, No, Ext):</b> (505) 992-1873	<b>FAX (A/C, No):</b> (866) 621-0427	
	<b>E-MAIL ADDRESS:</b> michelle.vialpando@hubinternational.com		
<b>INSURED</b>  Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACUITY, A Mutual Insurance Company		14184
	<b>INSURER B:</b> Builders Trust of New Mexico		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			275944	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 INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			275944	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 checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			275944	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			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			275944	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

## CANCELLATION

City of Santa Fe  
Public Utilities Department  
Attn: Maya Martinez  
801 West San Mateo  
Santa Fe, NM 87505

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

AUTHORIZED REPRESENTATIVE

*Proctor M. [Signature]*

ITEM # 19-0393

**CHANGE ORDER**

for:  
#17-1348; #18-0601

**City Wide Water Utility Consturction & Repair Contract**

**BID 18/05/B - CIP # 3054**

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

Change Order #:

Date:

4/15/20

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

1. Increase compensation (inclusive NMGRT)

\$ 1,626,562.50

2. Term of Contract will be increased by one additional year to June 30, 2020.

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).....	\$ 1,083,125.00
Net Change by Previous Change Orders (including gross receipts tax)	\$ 1,624,000.00
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 1,626,562.50
New Contract Sum including this Change Order (including gross receipts tax)	\$ 4,333,687.50

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

**CHANGES APPROVED:**

**Contractor:**

By: [Signature]  
Title: V-P  
Date: 4/25/19  
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: \_\_\_\_\_  
Public Utilities Department Director  
By: [Signature]  
Finance Director  
By: [Signature]  
City Attorney  
By: [Signature]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 5/30/19

Date: 4/17/17

Mayor

By: [Signature]

Date: 5/31/19

City Clerk

By: [Signature]

Date: 5-31-19

cc mtg 5/29/2019

ITEM # 18-0601

**CHANGE ORDER**

for:

**City Wide Water Utility Consturction & Repair Contract**

**BID 18/05/B - CIP # 3054**

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

Change Order #:

Date:

4/17/2018

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

1. Increase compensation (inclusive NMGRT) \$ 1,624,000.00
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).....	\$ 1,083,125.00
Net Change by Previous Change Orders (including gross receipts tax)	\$ -
Contract sum will be Increased by this Change Order (including gross receipts tax)	\$ 1,624,000.00
New Contract Sum including this Change Order (including gross receipts tax)	\$ 2,707,125.00

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

**CHANGES APPROVED:**

**Contractor:**

By: [Signature]  
Title: VP  
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]  
City Attorney  
By: [Signature]

Date: 6/20/18  
Date: 6/20/18  
Date: 6/5/18  
Date: 4/17/18

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

ITEM # 17-1348

CITY OF SANTA FE  
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN OWNER  
AND CONTRACTOR

This Agreement is entered into this 13<sup>th</sup> day of December, 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: Priority Line Replacements  
PROJECT NO.: 3054

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 December 13, 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 work consists of, but is not limited to: furnishing all equipment, labor and materials for the construction 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 or replace water distribution, water storage, and water supply infrastructure, in accordance with signed Work Order(s), the drawings, specifications, and other Contract Documents. Most of this work will consist of the installation of new, poly-wrapped ductile iron pipe.

This contract will be an on-call contract and no specific amount of work will be guaranteed. All work shall be assigned on a Work Order basis. The Work Order shall describe the work required and the agreed upon time frame to accomplish that work.

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 commence no later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial completion of all construction operations except landscaping and seeding shall be achieved no later than (240) two-hundred and forty calendar days after the written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. This Agreement may be terminated by the City upon 10 days written notice to the Contractor. The Term may be extended for three (3) additional twelve (12) month periods by the written agreement of the Parties amending this Contract.

### 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 one million eight three thousand one hundred twenty five dollars (\$1,083,125.00) inclusive of NMGR. 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 eighty three thousand one hundred twenty five dollars (\$83,125.00) 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	\$ 1,000,000.00
Gross Receipts Tax	\$ 83,125.00
TOTAL	\$ 1,083,125.00

#### 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 (240) two hundred and forty calendar day contract period including landscape and seeding operations. 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  
27<sup>a</sup> 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

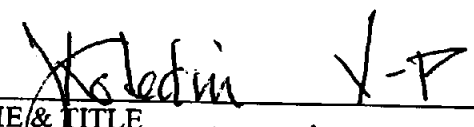
Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive 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.

CITY OF SANTA FE:

CONTRACTOR:  
SUB SURFACE

  
JAVIER M. GONZALES, MAYOR

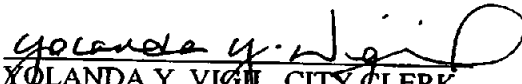
  
NAME & TITLE

DATE: 12/16/17

DATE: 12/21/17

NM Taxation and Revenue CRS  
No 02-104256-000  
City of Santa Fe Business Registration  
No. 17-00046991

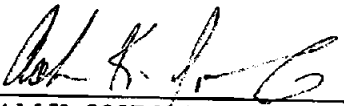
ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
EC mtg. 12/31/17

APPROVED AS TO FORM:

 11/6  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 12-19-27  
\_\_\_\_\_  
ADAM K. JOHNSON, FINANCE DIRECTOR

52305.572970

**Signature:** Geralyn Cardenas  
Geralyn Cardenas (Aug 17, 2020 08:30 MDT)

**Email:** gfcardenas@santafenm.gov











# GB 20-0385 CO 3 Sub Surface Contracting, Inc - not executed


Final Audit Report

2020-08-17


Created:	2020-08-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxTtf6Cz-XbxYe4OmHbja8GSoRIR-oeJb

## "GB 20-0385 CO 3 Sub Surface Contracting, Inc - not executed" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-08-14 - 5:16:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-08-14 - 5:21:16 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-08-16 - 11:55:19 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2020-08-16 - 11:56:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
2020-08-16 - 11:56:46 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
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-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2020-08-17 - 2:30:29 PM GMT
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2020-08-17 - 2:49:38 PM GMT- IP address: 63.232.20.2
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 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature


2020-08-17 - 2:50:12 PM GMT

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2020-08-17 - 4:16:27 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-17 - 4:16:38 PM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), bchuey@santafenm.gov, jldiaz@santafenm.gov, Yolanda Vigil (yyvigil@santafenm.gov), and 4 more

2020-08-17 - 4:16:38 PM GMT