

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and TLC Plumbing & Utility, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform all the work required by the Contract Documents for THE CITY OF SANTA FE PROJECT, CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: furnishing all equipment, labor and materials for the replacement of pavement, concrete curb & gutter concrete sidewalk, concrete valve collars and other incidental work such as adjusting valve collars and traffic control all as required to restore the driving, walking and drainage infrastructure, in accordance with the drawings, specifications, and other Contract Documents. Contractor shall begin work within a week of Work Order or call-out.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2021. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2021 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2021.**

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2022. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2022 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2022.**

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2023 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2023 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2023.**

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2024 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2024 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2024.**

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred thirty-two thousand five hundred sixty-two dollars and fifty cents (\$932,562.50) pursuant to Exhibit "I" attached hereto.

F. Payment in FY2021, FY2022, FY2023, and FY2024 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees

not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager

or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

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

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

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

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City:
City of Santa Fe
Water Division
801 W San Mateo
Santa Fe, New Mexico 87504

To the Contractor:
TLC Plumbing & Utility
5000 Edith Blvd, NE
Albuquerque, NM 87107
New Mexico License # 51429

29. Authority.

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Aug 17, 2020

CONTRACTOR:

TLC Plumbing & Utility, Inc.



NAME AND TITLE
Eddie C. Padilla, CDO

DATE: 7/14/20

CRS#02-0226090-000

Registration # 222153

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 16, 2020 13:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050386.520200

Business Unit Line Item

AL
AL

EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	UNIT PRICE	AMOUNT
100020	Asphalt Pavement Removal & Disposal, < 2"	SY	200	5.00	\$ 1,000.00
100025	Asphalt Pavement Removal & Disposal, 2"- 6"	SY	200	35.00	\$ 7,000.00
100030	Concrete Pavement Removal & Disposal, < 2"	SY	10	10.00	\$ 100.00
100035	Concrete Pavement Removal & Disposal, 2"- 6"	SY	10	30.00	\$ 300.00
100040	Concrete Curb and Gutter Removal & Disposal	LF	25	15.00	\$ 375.00
100045	Concrete Sidewalk Removal & Disposal	SY	10	12.00	\$ 120.00
100050	Replace Asphalt Street Pavement w/o Laydown Machine, < 2"	SY	100	15.00	\$ 1,500.00
100052	Replace Asphalt Street Pavement w/o Laydown Machine, 2"- 6"	SY	150	85.00	\$ 12,750.00
100054	Replace Asphalt Street Pavement with Laydown Machine, < 2"	SY	5	25.00	\$ 125.00
100056	Replace Asphalt Street Pavement with Laydown Machine, 2"- 6"	SY	150	70.00	\$ 10,500.00
100058	Replace Asphalt Street Pavement with Temporary Cold Mix, < 2"	SY	50	10.00	\$ 500.00
100060	Replace Asphalt Street Pavement with Temporary Cold Mix, 2"- 6"	SY	5	15.00	\$ 75.00
100070	Replace Concrete Street Pavement, < 2"	SY	25	5.00	\$ 125.00
100072	Replace Concrete Street Pavement, 2"- 6"	SY	10	90.00	\$ 900.00
100075	Replace Concrete Curb & Gutter	LF	5	50.00	\$ 250.00
100080	Replace Concrete Sidewalk	SY	5	60.00	\$ 300.00
100082	Install/Replace Concrete Valve Collar	EA	5	650.00	\$ 3,250.00
100085	Replace Gravel Surface, 0"- 2"	CY	50	10.00	\$ 500.00
100087	Replace Gravel Surface, 2"- 4"	CY	50	10.00	\$ 500.00
100090	Base Course/Gravel (crushed or landscape), < 3"	SY	150	9.00	\$ 1,350.00
100092	Base Course/Gravel (crushed or landscape), 3 - 6"	SY	150	30.00	\$ 4,500.00
100094	Blade, Shape and Compact non-Asphalt Road	SY	200	5.00	\$ 1,000.00
100095	Hot-Poured Crack Sealing	LB	100	3.00	\$ 300.00
100097	Slurry Seal	SY	750	5.00	\$ 3,750.00
100100	Materials Mark-Up Over Invoice	%	\$2,500	20	\$ 500.00
100105	Traffic Control Mark-Up Over Invoice	%	\$1,500	20	\$ 300.00
100110	Street-Cut Permits	%	\$150	20	\$ 30.00
100115	Project Signs	EA	2	200.00	\$ 400.00
100120	Materials Testing	%	\$250	20	\$ 50.00
100125	Cold Milling, Class 1, 2"- 6"	SY	1	5.00	\$ 5.00
100130	Cold Milling, Class 2, 2"- 6"	SY	1	5.00	\$ 5.00
100135	Cold Milling, Class 3, 2"- 6"	SY	1	5.00	\$ 5.00
100140	Cold Milling, Class 4, 2"- 6"	SY	750	4.00	\$ 3,000.00
100145	Cold Milling, Class 5, 2"- 6"	SY	1	5.00	\$ 5.00
100150	Milling Concrete Curb	LF	5	5.00	\$ 25.00
100155	Milling Concrete for Inlays	EA	1	5.00	\$ 5.00
100160	Concrete Surface Milling, 2"- 6"	SY	5	5.00	\$ 25.00

Total: \$ 55,425.00

City of Santa Fe, New Mexico

MEMO

Date: April 12, 2020

To: Public Utilities-Public Works Committee / Finance Committee

From: Bill Huey, Water Division Engineer^{BH}
Michael R. Moya, T&D Section Manager^{MM}

Via: Jesse D. Roach, Water Division Director^{JR}

ITEM AND ISSUE:

Request Approval of Award of Bid 20/14/B for FY2012 City Wide Water Utility Pavement Restoration Contract, CIP #3056 to TLC Plumbing & Utility, Inc. at a compensation not to exceed \$200,000.00 plus NMGRt per Fiscal Year for a total of \$800,000 plus nmgrt for 4 years.

BACKGROUND AND SUMMARY:

On June 9, 2020, the City of Santa Fe opened sealed Bids submitted for the May 25, 2020 Invitation to Bids, CIP Project #3056, Bid # '20/14/B, City Wide Water Utility Pavement Restoration Contract. The City Wide Water Utility Pavement Restoration Contract is a requirements contract with the Water Division issuing work orders as needed for work such as asphalt street replacements, concrete street replacement and emergency street repair. The Contract amount is limited to \$200,000.00 plus NMGRt per year.

The Water Division requests that the Bid from TLC Plumbing & Utility (TLC) be accepted as the winning bid for the FY20/21 fiscal year, as it was found to be the lowest acceptable response.

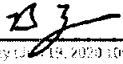
There was only one (1) company that submitted a bid on the due date, TLC. The bid (before NMGRt) from TLC was \$55,425.00, therefore, the bid from TLC makes them the presumptive winner.

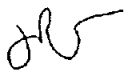
Funding for this contract will be available upon approval of the FY 20/21 Budget under Org/Obj #5050386.520200 in the amount of \$200,000.00 plus NMGRt per fiscal year for at total of \$800,000 plus nmgrt. Due to financial uncertainty, the Water Division plans to spend between \$50,000 and \$200,000 on this contract in FY 20/21, depending on how the financial impact of COVID to Water Division in the near future.


RECOMMENDATION:

The Water Division requests review and approval of:

- Award of Bid # 20/14/B and Contract to TLC in the amount of \$200,000.00 plus NMGRt per Fiscal Year for a total of \$800,000 plus nmgrt..
- 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 (Sun 14, 2020 10:02 MDT)
Email: bchuey@santafenm.gov

Signature: 
JD Roach (Sun 14, 2020 10:02 MDT)
Email: jdroach@santafenm.gov

Signature: 
Michael Moya (Sun 22, 2020 10:13 MDT)
Email: mrmoya@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 TLC Plumbing & Utility Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$800,000.00

Termination Date: June 30, 2024

☒ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: City Wide On Call Pavement

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☒ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

☒ Plus GRT

☐ Inclusive of GRT

Amount \$ 800,000.00 of original Contract# pending Termination Date: 6/30/2024

Reason: City Wide On Call Pavement \$200,000 per FY 4 years

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$800,000.00



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

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

RFP# ITB 20/14/B Date: June 9, 2020

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Ordinary CA 7/2/20
(First Contracted July 23, 2020 15:38 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Water **BU/Line Item:** 5050386.520200

Alexis Lotero
Alexis Lotero (Jul 23, 2020 12:44 MDT)

Budget Officer Approval

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 # 4: _____

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: TLC Plumbing & Utility

Procurement Title: City-Wide Water Utility Pavement Restoration Contract

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 PUD 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 type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" 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, Water Division, Engineer June 16, 2020

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

Jonathan J. [Signature]
Purchasing Officer (June 16, 2020)

Purchasing Officer (attesting that all information is reviewed)	Title	Date
---	-------	------

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



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

BUSINESS REGISTRATION

Business Name: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: DALE ARMSTRONG

License Number: 222153

Issued Date: March 10, 2020

Expiration Date: December 31, 2020

CRS Number: 022260900000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
Plumbing

Fees Paid: \$10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

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



TLCPLUM-01

MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2019

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) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	CONTACT NAME: Becky Moya		
	PHONE (A/C, No, Ext): (505) 262-9405	FAX (A/C, No):	
	E-MAIL ADDRESS: Becky.Moya@hubinternational.com		
INSURED TLC Company Inc dba TLC Plumbing and Utility 5000 Edith Blvd NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance Company		24112
	INSURER B: Westfield National Insurance Company		24120
	INSURER C: Associated Builders & Contractors of NM Merit Shop Workers Com		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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	X	X	CMM 1466277	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	CMM 1466277	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	CMM 1466277	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	EWC008469	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CMM 1466277	7/1/2019	7/1/2020	Builders Risk 10,000,000

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

When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.

RE: CRWTP Raw Water Supply Pipeline Construction RFB #19/18/B

CERTIFICATE HOLDER

CANCELLATION

Public Utilities Department
City of Santa Fe
801 W San Mateo
Santa Fe, NM 87504-0000

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

Patricia M. [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.4 (1)(b) is deleted and replaced with the following:

(b) ARISING OUT OF HIS OR HER PROVIDING OR FAILING TO PROVIDE PROFESSIONAL HEALTH CARE SERVICES.

This does not apply to attend emergency medical assistance or paramedical assistance employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

4. For COVERAGE A AND COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of this part of the premises leased to you. However, this insurance does not apply:

- To any "occurrence" or damage which takes place after you cease to be a tenant in the premises; or
- To structural alterations, new construction or destruction, operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 2.4 is deleted and replaced with the following:

- Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you terminate or form the organization which ever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 2. above, no portion of COVERAGE B is afforded with respect to the insured or any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, the following is added:

- The requirement in Condition 2a, applies only when the "occurrence" or "offense" is known to:
- You, if you are an individual;
- A partner, if you are a partnership;
- An "executive officer" or "member manager," if you are a corporation; or
- A manager, if you are a limited liability company.

6. The requirement in Condition 2b, will not be triggered unless the breach occurs after each claim or "suit" is known to:

- You, if you are an individual;
- A partner, if you are a partnership;
- An "executive officer" or "member manager," if you are a corporation; or
- A manager, if you are a limited liability company.

7. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you must give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional named insured, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition L of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

- Other Insurance
If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

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A. Primary Insurance

This insurance is primary and non-contributory except when it is, based upon:

B. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis.

(1) That the First Excluded Coverage, Excess First Exclusion, is not a part of your work;

(2) That the First Exclusion for premises rented to you or temporary premises rented by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, vessels, or watercraft in the course not subject to Exclusion G of Section I - Coverage A.

(4) If the loss is caused by the negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If so other insurer, we will endeavor to do so, but we will be entitled to the other insurer's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, but not more than our share.

(5) The total amount of all such other insurance would pay for the loss in the absence of this insurance; and

(6) The total of all deductibles and self-insured retentions under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not covered by this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. Representations, the following is added:

- Your failure to disclose all hazards or prior "occurrences" existing at the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - "AUTOMATIC STATUS"

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. Transfer of Rights of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived the right of recovery.

It is further agreed that work commenced under order of least or work order, subject to subsequent reduction to writing, with contractors whose customary written contracts would require a waiver of recovery rights against them also falls within this waived waiver of recovery right.

O. LIBERALIZATION

If we adopt a change in our forms or rates which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under SECTION V - DEFINITIONS, Item 1. is deleted and replaced with the following:

- "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury."

Under SECTION V - DEFINITIONS, Item 8. is deleted and replaced with the following:

- "Insured Contract" means:

- A contract for a lease of premises. However, the portion of the contract for a lease or premises that indemnifies any person or organization for damage by the insured premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- A contract agreement;
- Any contract or contract agreement.

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- An obligation, as required by regulation, to indemnify a municipality, except in connection with work for a municipality;
- A landlord maintenance agreement;

- This part of any other contract or agreement pertaining to your business involving an indemnification of a municipality in connection with work performed for a municipality under which you assume the full liability of another party to pay for bodily injury or "property damage" to a third person or organization.

This liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 1 does not include that part of any contract or agreement:

- Total indemnities as architect, engineer, or survey or for injury or damage arising out of:
- Preparing, approving or issuing: reports or appraisals, maps, maps, drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Giving direction or instructions, or failing to give

Item 8. If that is the primary cause of the injury or damage;

- Under which the insured is an architect, engineer or surveyor, assuming liability for the injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above: supervisory, inspection, architectural or engineering, activities.

Under SECTION V - DEFINITIONS, Item 14. this following is added to the definition of "Personal and Advertising Injury":

- Discrimination or harassment that results in injury to the insured or reputation of a natural person, but only if such discrimination or harassment is:

- Not done intentionally by or at the direction of;
- The insured; or
- Any "executive officer," director, member manager, partner, or member manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, performance, non-performance, or termination of any person or persons by the insured.

POLICY NUMBER: 1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing to a contract or agreement that such persons or organizations shall be added as an additional insured.	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after

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

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

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

- Required by the contract or agreement; or
- Available under the applicable limits of insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

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© BUCKLEUP SAFETY SYSTEMS, INC., 2015

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations whom you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations; whichever is less.
- This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 6. Other Insurance, Item c. 14 to 16 placed by the following:

- c. Regardless of the provisions of Paragraph 6. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice (33)

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD
Signature
CERTIFIED

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is set forth below and is intended to provide a general coverage description only. For the actual effecting such coverage, please refer to the terms and conditions in the endorsement.

- A. Who Is An Insured** is amended:
- Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplemental Payments**
- Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Coverage Exclusions**
- Transportation Expenses
 - National Union Contracts (UAW)
- D. Additional Coverages**
- Expenses (and for returning a stolen covered auto
 - Fire Department Service Charge
- E. At-Will Coverage - Accidental Discharge**
- F. Knowledge and Notice of an Accident, Claim or Suit**
- G. Uninsured Motorist Coverage**
- H. Worksite Coverage**
- I. Definitions**
- Bodily Injury Definition

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Auto, Visual and Data Equipment Coverage Added Limits - CA 18 06
- Auto Liability Gap Coverage - CA 20 21
- Drive Other Car Coverage - Broadened Coverage for Named Individuals - Executive Officers/Spouses - CA 38 10
- Employee Hired Autos - CA 20 54
- Employee As Insured - CA 35 35
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 08 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraph:

- d. Any legally incorporated subsidiary (firms in which you own more than

10% of the voting stock in the effective date of the endorsement. However, "subsidiary" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its limitation on the contribution of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or lease the organization or until the end of the policy period, whichever comes first.

- a. Any organization you newly acquire or lease, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or lease is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the expiration of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or leased the organization; and

(3) Is afforded only for the first 180 days after you acquire or lease the organization or until the end of the policy period, whichever comes first.

- b. Any person or organization with whom you agree in writing in a contract, agreement or permit, to provide services, such as to be utilized under this policy.

This provision only applies if the written contract, agreement or permit has been executed or paid for prior to the "bodily injury" or "property damage".

6. SUPPLEMENTAL PAYMENTS

SECTION III - LIABILITY COVERAGE, Item A, Coverage, 3. Coverage Extension, a. Supplemental Payments, subparagraphs (b) and (c) are deleted and replaced with the following:

(b) UP TO \$500 for cost of bail bonds (including funds for released traffic law violators) required because of an "accident" we cover. We do not have to furnish these bonds.

(c) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A, Coverage, 4. Coverage Extension, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,000 for transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "total".

The following is added to Item 4, Coverage Extension:

c. Personal Effects

We will pay up to \$500 for the "total" of your personal effects that are contained in a covered "auto" that is the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

Our payment for "total" or damage to personal effects will apply only on an amount basis over other orders. This insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage item:

1. We will pay the expense of returning a stolen covered "auto" to you.

a. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto," its equipment, its contents or occupants from a Covered Cause of Loss, we will pay up to \$1000 for your liability for Fire Department Service Charge.

(b) Assumed by contract or agreement prior to loss or

(c) Required by local ordinance.

No deductible applies to this additional coverage.

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E. AIRSAC COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B, Extension, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, rusting, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an SRS.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A, Loss Conditions is amended as follows:

Subparagraph a. under Item 2, Duties in the Event of Accident, Claim, Suit or Loss, is amended to include the following paragraph:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(3) under 2, Duties in the Event of Accident, Claim, Suit or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "loss."

Your employees may know or discover a claim or "loss" before you do. This will not mean that you have not known. You must not know of such a claim or "loss" before you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDOUS

Under SECTION IV - BUSINESS AUTO CONDITIONS, 6. General Conditions, 2. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

If you unintentionally fail to disclose any hazard existing at the inception date of your policy, we will not deny coverage under the Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, 6. General Conditions, 2. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

(b) Anywhere in the world, to:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" or the courts, in the United States of America, Puerto Rico or Canada or a settlement not apply to:

(c) If, for each "auto," a "suit" is brought outside the territory described in 7.(b) through 7.(d) above, we will reimburse the insured for defense expenses incurred with one written agreement, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C, is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

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POLICY NUMBER: 1166227

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Names of Person(s) or Organization(s):
Additional Status when required by Contract

Information required to complete this Schedule, if not shown above, will be shown in the Underwriting.

The Transfer of Rights of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Endorsement

Policy No.: EWC008469
Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four - Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Monica Z. Ewaldi

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GSI-364-NFC (8-13)

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 17, 2020 08:28 MDT)

Email: gfcardenas@santafenm.gov











GB PUD 20-0386 TLC Plumbing & Utility, Inc - not executed

Final Audit Report

2020-08-17

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