

AGREEMENT TO CONSTRUCT AND DEDICATE PUBLIC IMPROVEMENTS AND FOR CONVEYANCE, OF A PORTION OF MUNICIPAL UTILITY WATER DISTRIBUTION FACILITIES AND TERMINATION OF CERTAIN UTILITY EASEMENTS AT THE SANTA FE HIGH SCHOOL SITE

THIS AGREEMENT is made this **24** day of **MAY, 2021** by and between The City of Santa Fe ("City") acting through its Water Division, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, and SANTA FE PUBLIC SCHOOLS Board of Education ("Board" or "District") a political subdivision of the State of New Mexico ("District"), a political subdivision of the state of New Mexico, whose address is 610 Alta Vista St, Santa Fe, NM 87505. The date of this Agreement shall be the date when it has been signed by the City to Construct Water Improvements ("Agreement").

Recitals

A. The District owns and occupies certain lands within the City or County of Santa Fe, New Mexico, located at 2100 YUCCA STREET, SANTA FE, NM 87505 , and more particularly described as: T16N, R9E, S3 SANTA FE HIGH SCHOOL recorded on APRIL 1, 2003, in the records of Santa Fe County at Book 528, page 005 ("District's Property"). The District certifies that the District's Property is owned by the Board.

B. District desires City to provide water service to District's Property from additional distribution points and City is willing to furnish water service to the District's Property at the additional points in accordance with City requirements for service and all applicable City ordinances, rules and regulations now or hereafter in effect; and, that new or additional water service shall be limited to available unreserved capacity in production, transmission and distribution facilities; and, subject to the City's available water rights, and, in so doing, City shall assume ownership, operation and control of certain water infrastructure improvements constructed by District, after their final acceptance by City.

C. District proposes to install public infrastructure improvements at the additional distribution points ("New Improvements") upon City legal easements, which abut or are near or on District's Property, and dedicate and convey those New Improvements along with said easements and rights-of-way to City for operation and maintenance. Prior to acceptance of the Improvements and as a prerequisite to City authorizing the District to commence construction of the New Improvements which District seeks to dedicate and convey to City, City requires and the District is willing to provide the assurances set forth herein.

D. The District and City also mutually desire and agree that certain previously constructed infrastructure on the District's Property for distribution and delivery of existing potable water utility service which has been previously constructed and paid for by the District shall be conveyed by the City to the District and that certain grants of easements previously located for the placement and maintenance of such infrastructure shall be terminated and vacated by the City, as the dominant estate, in favor of the servient estate, namely the District.

Agreement

In consideration of the foregoing and the mutual promises and other consideration and subject to the conditions set forth below the City and Board agree:

1. Deadline and Improvements. The District agrees to install and complete the New Improvements to wit: underground concrete vaults containing water meters, water bypass, and shutoffs as shown on 1) Exhibit "A1" attached hereto for reference and as more particularly identified on the Notice to Proceed ("NTP") No. 008-2020 for SANTA FE HIGH SCHOOL YUCCA STREET WATER SERVICE CONVERSION Project ("Yucca Street Project") and on 2) Exhibit A2 attached hereto for reference and as more particularly identified on the Notice to Proceed No. 09-2021 for SANTA FE HIGH SCHOOL SOUTH CAMPUS WATER LOOP CONVERSION project ("South Campus Project"). The New Improvements shall be constructed to the specifications approved by the City on or before July 31, 2021, "Construction Completion Deadline", at no cost to the City using those materials and estimated quantities, shown on attached Exhibit "B1" and B2, respectively, for the Yucca Street Project and the South Campus Project. The Yucca Street Project and South Campus Project are, hereafter, the "Projects."

2. Payment for Construction. The total construction cost for the New Improvements that are the subject of this Agreement shall be paid directly by District, and City shall assume no responsibility or obligation to any contractor or subcontractor for such costs.

3. Work Order Requirements. City agrees to issue Notices to Proceed ("NTP"), which shall specify the beginning and end dates of the Projects, the total cost of the Projects, and shall serve as notice to the District to proceed with the Projects. The District shall satisfy the following conditions before the City issues an NTP:

- A. The District shall submit all documents for the project and meet all the requirements imposed for the installation of the equipment specified by the City as indicated in Exhibits A1 and A2.
- B. District shall at its own cost and expense, provide and maintain insurance, until all the obligations under this Agreement are satisfied. The minimum coverage shall be as follows:

1). Workers compensation insurance to cover obligations imposed by federal and state statutes in the amount required by law, and an employer's liability insurance policy with a minimum limit of five hundred thousand dollars (\$500,000.00)

2). Commercial general liability insurance, or the equivalent, with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, owners and contractors protective liability, and products and completed operations coverages. Where applicable, the policy shall include coverage for the hazards commonly referred to as XCU. The policies required herein shall be endorsed to include City of Santa Fe, as an additional insured, and shall require thirty (30) days' notice prior to cancellation for any reason.

3). Business automobile liability insurance, or the equivalent, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence with respect to District's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of the Services.

4). Insurance. Prior to commencing services, District shall furnish the City with Certificates of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. Such Certificates of Insurance shall

provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration, for any reason be sent directly to the City addressed as follows:

City of Santa Fe Water Division
 Attn: Engineering
 801 West San Mateo
 Santa Fe, New Mexico 87504

No exceptions to this notification requirement shall be allowed including language which disclaims liability on the part of the insurer for failing to provide such required notice.

C. District shall require that District's contractor and each subcontractor to comply with the forgoing insurance requirements as set forth herein, including naming the City of Santa Fe as an additional insured. No exceptions to this notification requirement shall be allowed including language which disclaims liability on the part of the insurer for failing to provide such required notice. The District's contractors shall be responsible for removing any such language in the insurance policy or contract excepting to this requirement

D. The District shall comply with all applicable laws, ordinances, rules and regulations now or hereafter in effect. District shall pay the following required engineering, administrative and general service fees:

Yucca Street Project:

<u>Type of Fee</u>	<u>Amount:</u>
Engineering and Supervisor Fee	\$10,513.67
Administrative and General Fee	<u>\$ 7,975.89</u>
Subtotal	\$18,489.56
NMGRT (E&S, A&G, & Services Only)	\$ 1,560.06
Utility Expansion Charge	\$ 0.00
Existing Pro Rata Fee	\$ 0.00
Meter Cost Fee	<u>\$ 0.00</u>
TOTAL SDCW FEE Yucca St. Project	\$20,049.62

South Campus Project:

<u>Type of Fee</u>	<u>Amount:</u>
Engineering and Supervisor Fee	\$12,435.27
Administrative and General Fee	<u>\$ 9,433.66</u>
Subtotal:	\$21,868.93
NMGRT (E&S, A&G, & Services Only)	\$ 1,845.20
Utility Expansion Charge	\$ 0.00
Existing Pro Rata Fee	\$ 0.00
Meter Cost Fee	<u>\$ 0.00</u>
TOTAL SDCW FEE South Campus Project	\$23,714.13

E. the District shall pay the City all fees, which have been incurred during construction before the City will accept the Water Improvements.

4. Surveying, Inspection, and Testing. The New Improvements shall be inspected, surveyed and tested according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by the District in accordance with the construction drawings.

B. Construction Inspection Methods. Inspection of the construction of the New Improvements shall be performed by the City.

C. Water Quality. Field testing for water quality shall be performed by a certified testing laboratory.

D. Additional Testing. The City retains the right to request additional testing performed which the City Engineer deems necessary or advisable. If both parties agree, the District shall pay the City a reasonable fee to designated approved testing lab.

5. Acceptances and Termination. The City agrees to issue a Certificate of Completion and Acceptance for the New Improvements after:

A. the City receives, reviews, and accepts the Acceptance Notification submitted by the District upon completion of the New Improvements.

B. the City receives satisfactory evidence that the general contractor and all subcontractors and materials suppliers have been paid in full for all work and materials performed on or furnished to the New Improvements.

C. A general contractor's release and waiver of claims is executed by the general contractor and submitted to the City.

D. A written assignment of District's right under the Contractor's performance and warranty bond and any labor and material payment bonds obtained by District is provided to the City. The District hereby appoints and designates the District's contractor as identified in accompanying NTP as District's agent for purpose of completing the final walk-through inspection and executing the Certificate of Completion on the District's behalf. Title to and custody of the New Improvements, subject to District's warranties and representations as made in this Agreement, shall pass to the City upon issuance of the Certificate of Completion and Acceptance. Thereafter, the District's obligations to the City pursuant to this Agreement shall be deemed fully performed, with the exception of the performance/warranty bond, which the District must provide to assure the materials and workmanship.\

6. Warranty and Performance Bond. The District shall require the contractor to furnish a performance/warranty bond to the City to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship for a period of one (1) year after the date of the Certificate of Completion and Acceptance. Upon the issuance of a Certificate of Completion and Acceptance for the New Improvements by the City to District, District shall assign its rights under the performance and warranty bonds to the City.

7. Dedication and Conveyance of Public Infrastructure New Improvements and Necessary Rights- of-Way. Upon issuance by the City of the Certificate of Completion and Acceptance for the New Improvements in accordance with paragraph (6) and as consideration for the City's agreement to own, operate and maintain the New Improvements, District shall dedicate, assign, convey and deliver the New Improvements to the City and certify that the New Improvements are transferred and conveyed free and clear of all liens, encumbrances, rights and claims of third parties. District shall also convey all necessary easements and rights- of-way as well as the rights of ingress and egress and the right of excavation as required for maintenance, repair or replacement for any of the

New Improvements installed. All easements shall be of public record and clearly shown on plats prior to final recording in the City's water records. FOR PURPOSES OF EFFECTING ALL SUCH DEDICATIONS, ASSIGNMENTS, CONVEYANCES, AND TRANSFERS, UPON ALL SUCH WARRANTIES AND REPRESENTATIONS, THIS EXECUTED AGREEMENT TOGETHER WITH THE CERTIFICATE OF COMPLETION AND ACCEPTANCE, SHALL CONSTITUTE A FULL, COMPLETE, LEGALLY BINDING AND ENFORCEABLE BILL OF SALE, CONVEYANCE, ASSIGNMENT, AND DEED FROM DISTRICT TO THE CITY FOR THE NEW IMPROVEMENTS AND RELATED EASEMENTS, RIGHTS OF WAY AND RIGHTS. DISTRICT SHALL, NEVERTHELESS, EXECUTE SUCH OTHER OR ADDITIONAL INSTRUMENTS THE CITY MAY REASONABLY REQUEST FOR SUCH PURPOSES. The New Improvements shall then be and remain the property of the City and the City shall, subject to the terms and conditions of this Agreement, assume full responsibility for liability, future operations and maintenance of the New Improvements.

8. City's Right to Cure If District fails to perform any work or any other duties or obligations required of District under this Agreement with respect to the New Improvements including any work reviewed under applicable warranties or guarantees, the City may, but shall not be obligated to, give District written notice of the City's intention to perform or arrange for the performance of such work, duties or obligations on District's behalf and at District's expense. If, within a period of ten (10) days after the date of such notice, District fails to initiate performance of such work, duties and obligations, or if District thereafter fails to pursue and complete the same with reasonable diligence, the City may proceed in accordance with the notice. District shall thereupon be obligated to reimburse the City for all reasonable costs and expenses incurred by the City in connection with the performance of such work, duties and obligations on District's behalf, and District shall pay such costs and expenses to the City immediately upon demand.

9. City's Conveyance of a Portion of Municipal Utility Water Distribution Facilities And Termination of Utility Easements At The Santa Fe High School Site.

- A. Simultaneously with the Board's dedication and conveyance of the New Improvements to the City, and as further consideration on the part of the City for such conveyance, the City shall execute a Declaration of Conveyance, Of A Portion Of Municipal Utility Water Distribution Facilities And Termination of Certain Utility Easements At The Santa Fe High School Site ("Declaration") in substantially the form attached here to as Exhibit "C" for the purpose of assigning and conveying said utility infrastructure and lines to the Board and to terminate the easements granted for the purpose of maintain such lines.
- B. From and after the date of such conveyance, and termination ("Assignment Date"), the Declaration shall be deemed a full and complete conveyance, termination and release of the City's right, title and interest in such utility facilities, lines and easements, provided that the City shall continue to be responsible for all claims for injury and damages to persons or property arising from the City's ownership and maintenance of the same prior to the Assignment Date.

10. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the express written concurrence of any surety that has undertaken to guarantee the completion of the New Improvements. Such approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

11. Notice. For purposes of giving formal written notice, including notice of change of address, the District's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice shall be considered to

have been received within three (3) days after the notice is mailed if there is no actual evidence of receipt.

12. Entire Agreement. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. Changes to Agreement. Changes to this Agreement are not binding unless made by written amendment, signed by both parties.

14. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

15. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

16. Incorporation of Recitals and Exhibits. The foregoing recitals are incorporated into this Agreement by reference. All references to "Exhibits" contained herein are references to exhibits attached hereto, the terms and conditions of which are made a part hereof for all purposes.

17. Authority to Execute. Each party represents to the other that it has complied with all New Mexico statutory and regulatory requirements for the execution and performance of this Agreement and all approvals, consents and orders required thereby, which constitute a condition precedent to the performance of this Agreement have been obtained and remain in full force and effect.

18. Effective Date. This Agreement shall become effective when signed by all parties hereto.

Signature Pages Follow.

DISTRICT:

BY: Kate I. Noble

TITLE: Kate I. Noble, Board President

DATE: 8/12/2021

CITY OF SANTA FE REVIEWED BY:

BY: Brian K. Snyder

TITLE: ENGINEER

DATE: 05/25/2021

BY: Brian K. Snyder

TITLE: BRIAN K. SNYDER
ENGINEER SUPERVISOR

DATE: 05/25/2021

BY: Jesse Roach

TITLE: JESSE ROACH
WATER DIVISION DIRECTOR

DATE: 5/31/2021

CITY OF SANTA FE

APPROVED AS TO FORM:

Marcos Martinez (Sep 17, 2021 15:23 MDT)

BY: _____

TITLE: SENIOR ASSISTANT
CITY ATTORNEY

DATE: Sep 17, 2021

Jarel LaPan Hill

Jarel LaPan Hill (Sep 17, 2021 15:31 MDT)

BY: _____

TITLE: JAREL LAPAN HILL
CITY MANAGER

DATE: Sep 17, 2021

NOTICE TO PROCEED (NTP) -AGREEMENT TO CONSTRUCT AND DEDICATE PUBLIC IMPROVEMENTS

NTP NO: 008-2020

PROJECT NAME: SANTA FE HIGH SCHOOL YUCCA STREET WATER SERVICE CONVERSION

DISTRICT

NAME: SANTA FE PUBLIC SCHOOLS
ADDRESS: 2195 WEST ZIA ROAD, SANTA FE NEW MEXICO, 87505
CONTACT PERSON: GABE ROMERO (Proprty /Ownership Matters)
PHONE NUMBER: 505-467-3414
CONTACT PERSON: GENE BOSTWICK (Technical Mattters)
PHONE NUMBER: 505-470-7645

DISTRICT AGENT/ENGINEER

NAME: APPLIED ENGINEERING & SURVEYING, INC.
ADDRESS: 1605 BLAIR DRIVE NE, ALBUQUERQUE, NEW MEXICO 87112 PHONE NUMBER:
505-480-8125
CONTACT PERSON: GILBERT ALDAZ

DISTRICT'S CONTRACTOR

NAME: JANYES/TLC
ADDRESS: 2906 BROADWAY NE, ALBUQUERQUE, NEW MEXICO 87107 PHONE NUMBER:
505-269-9100
CONTACT PERSON: JOSH COSIO

ESTIMATED PROJECT COST: \$181,431.75
CITY OF SANTA FE WATER DIVISION CONSTRUCTION DRAWING: 03-2019
CITY OF SANTA FE WATER DIVISION W.O. NUMBERS: D008-OM1OS1
CITY OF SANTA FE WATER DIVISION INSPECTOR: FRANK LEYBA
CITY OF SANTA FE WATER DIVISION PROJECT ENGINEER: BRIAN SNYDER
FIRE HYDRANTS:
CONSTRUCTION START DATE: May 24, 2021
CONSTRUCTION COMPLETION DATE: JUNE, 2021


ALL WORK UNDER THIS NTP IS TO BE DONE IN ACCORDANCE WITH CITY OF SANTA FE WATER DIVISION CONSTRUCTION SPECIFICATIONS, CITY OF SANTA FE WATER DIVISION PLANS, AND SDCW REQUIREMENTS.

ACCEPTED

ACCEPTED

ACCEPTED

APPROVED AS TO FORM:






Jarel LaPan Hill (Sep 17, 2021 15:31 MDT)


Marcos Martinez (Sep 17, 2021 15:23 MDT)

DISTRICT
LEO C. PRENEOST
SFPS PROJ MAR

JESSE ROACH
WATER DIVISION DIRECTOR

JAREL LAPAH HILL
CITY MANAGER

SENIOR ASSISTANT
CITY ATTORNEY

5/31/2021

Sep 17, 2021

Sep 17, 2021

DATE

DATE

DATE

DATE

8/26/21

ONE YEAR WARRANTY PERIOD TO BEGIN AT DATE OF ACCEPTANCE

**NOTICE TO PROCEED (NTP) _ AGREEMENT TO CONSTRUCT AND DEDICATE PUBLIC
IMPROVEMENTS**

NTP NO: 09-2021

PROJECT NAME: SANTA FE HIGH SCHOOL SOUTH CAMPUS WATER LOOP
CONVERSION

DEVELOPER

NAME: SANTA FE PUBLIC SCHOOL
ADDRESS: 2195 WEST ZIA ROAD, SANTA FE, NEW MEXICO 87505
PHONE NUMBER: 505-470-5474
CONTACT PERSON: LEO PRENEVOST

DEVELOPER AGENT/ENGINEER

NAME: APPLIED ENGINEERING & SURVEYING, INC.
ADDRESS: 1605 BLAIR DRIVE NE., ALBUQUERQUE, NEW MEXICO 87112
PHONE NUMBER: 505-480-8125
CONTACT PERSON: GILBERT ALDAZ

DEVELOPER'S CONTRACTOR

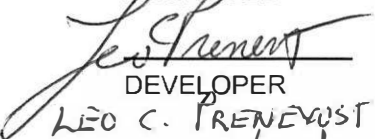
NAME: TLC PLUMBING & UTILITY
ADDRESS: 5000 EDITH BLVD NE., ALBUQUERQUE, NEW MEXICO 87107
PHONE NUMBER: 505-761-9644
CONTACT PERSON: CRISTIAN MATA

ESTIMATED PROJECT COST: \$195,235.06
CITY OF SANTA FE WATER DIVISION CONSTRUCTION DRAWING: 05-2021
CITY OF SANTA FE WATER DIVISION W.O. NUMBERS: D009-OM1OS1
CITY OF SANTA FE WATER DIVISION INSPECTOR: FRANK LEYBA
CITY OF SANTA FE WATER DIVISION PROJECT ENGINEER: BRIAN SNYDER
FIRE HYDRANTS: 0
CONSTRUCTION START DATE: _____, 2021
CONSTRUCTION COMPLETION DATE: _____, 2021

ALL WORK UNDER THIS NTP IS TO BE DONE IN ACCORDANCE WITH CITY OF SANTA FE
WATER DIVISION CONSTRUCTION SPECIFICATIONS, CITY OF SANTA FE WATER DIVISION
PLANS, AND SDCW REQUIREMENTS.

APPROVED AS

ACCEPTED


DEVELOPER
LEO C. PRENEVOST

DATE: 8/26/21

SFPS PROS-MGR

ACCEPTED


JESSE ROACH
WATER DIVISION DIRECTOR

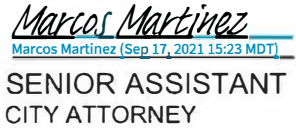
DATE: 9/2/21

ACCEPTED


JAREL LAPAN HILL
CITY MANAGER

DATE: Sep 17, 2021

TO FORM:


SENIOR ASSISTANT
CITY ATTORNEY

DATE: Sep 17, 2021

ONE-YEAR WARRANTY PERIOD TO BEGIN AT DATE OF ACCEPTANCE

cc: FRANK LEYBA
PROJECT FILE

CERTIFICATE OF COMPLETION FINAL INSPECTION ACCEPTANCE

The public infrastructure Improvements as identified in the SANTA FE HIGH SCHOOL YUCCA STREET WATER SERVICE CONVERSION project agreement between the City and SANTA FE PUBLIC SCHOOLS dated **May 24, 2021** are complete. By signing this document, the City assumes ownership of the facilities as of this date and subject to the terms of the Agreement to Construct and Dedicate Public Improvements.

ACCEPTED FOR CONTRACTOR/DISTRICT

Signature _____ Date _____

ACCEPTED FOR CITY OF SANTA FE WATER DIVISION

Signature _____ Date _____

For T & D Use only

Is there a fire service(s)? Yes No Number Size(s)_____

Fire Service Meter Number(s):

Guidelines to District PROCEDURES TO FOLLOW:

**Agreement to Construct and Dedicate Public New Improvements
ATTACHMENT 1**

Below are some reminders for you and your contractor concerning the installation of public infrastructure improvements that will be owned and maintained by the City of Santa Fe Water Division

1. Work cannot begin on the project until all City fees are paid, and all requirements of the Agreement to Construct and Dedicate Public Improvements are met.
2. All installation is subject to inspection. If work has taken place without informing the City inspectors in a timely manner, the City may require you or your contractor to excavate to uncover the work for visual inspection or for additional testing of the work.
3. Prior to beginning work on a project, the contractor will contact the City Water Division inspector and agree on a starting date and work schedule. Our inspectors have many projects underway and need to schedule their time appropriately.

EXHIBIT A
S D C W
CONSTRUCTION ESTIMATE

Project: Santa Fe High School 2100 Yucca St
Date: 8/20/2020

Const. Drawing No. 03-2019
W.O. No. D008-0M1/OS1

CONSTRUCTION ITEMS

BID ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
MAINS					
1	12-inch water main w/ restraints and fittings	L.F.			\$0.00
2	10-inch water main w/ restraints and fittings	L.F.			\$0.00
3	8-inch water main w/ restraints and fittings	L.F.	38	\$668.20	\$25,391.60
4	6-inch water main w/ restraints and fittings	L.F.			\$0.00
5	4-inch water main w/ restraints and fittings	L.F.	8	\$297.12	\$2,376.96
6	Non-pressure connection 2" line	Ea.			\$0.00
7	Non-pressure connection 4" - 10" line	Ea.			\$0.00
8	Non-pressure connection 12" 16" line	Ea.			\$0.00
9	Pres. Con. w/ tap. and sleeve 4" x 4"	Ea.			\$0.00
10	Pres. Con. w/ tap. and sleeve 6" x 4" - 6"	Ea.			\$0.00
11	Pres. Con. w/ tap. and sleeve 8" x 4" - 8"	Ea.	2	\$2,674.10	\$5,348.20
12	Pres. Con. w/ tap. and sleeve 10" x 4" - 10"	Ea.	2	\$1,745.95	\$3,491.90
13	Pres. Con. w/ tap. and sleeve 12" x 4" - 12"	Ea.			\$0.00
14	Pres. Con. w/ tap. and sleeve 20" x 16" - 8"	Ea.			\$0.00
15	8-inch pressure reducing valve	Ea.	1	\$16,504.00	\$16,504.00
16	4-inch pressure reducing valve	Ea.	1	\$12,300.00	\$12,300.00
17	8-inch valve and Box	Ea.	6	\$2,241.33	\$13,447.98
18	6-inch valve and Box	Ea.			\$0.00
19	4-inch valve and Box	Ea.	2	\$806.12	\$1,612.24
20	Install 3-Way Fire Hydrants Assembly	Ea.			\$0.00
21	Install Flush Hydrant	Ea.			\$0.00
22	Install 8" backflow preventer and hotbox	Ea.	1	\$28,322.07	\$28,322.07
23	Retire Existing Water Services at main	Ea.			\$0.00
24	8" Cap and Blocking	Ea.	2	\$1,062.20	\$2,124.40
25	Pressure Testing Water Line	LS	1	\$750.00	\$750.00
26	Bact T Testing	LS	1	\$500.00	\$500.00
27	Vault Assembly	EA	1	\$12,603.12	\$12,603.12
28	REMOTE FDC 6"	EA			\$0.00
SERVICES					
27	5/8" Single MSC	EA			\$0.00
28	5/8" Double MSC	EA			\$0.00
29	3/4" Service MSC	EA			\$0.00
30	1" Single MSC	EA			\$0.00
31	1 1/2" Single MSC	EA			\$0.00
32	8" Single MSC	EA	1	\$6,910.00	\$6,910.00
33	3" Water Service/Meter Vault	EA			\$0.00
34	4" Single MSC	EA	1	\$2,050.00	\$2,050.00
#1	Total of Bid Items				\$133,732.47
#2	Bond (#1 X Bond %)				\$0.00
#3	NM GRT (#1 X NMGR %)		8.4375%		\$11,283.68
#4	Est. Construction Cost (Sum #1 thru #3)				\$145,016.15
#5	SDCW E&S (#4 X ES%)		7.25%		\$10,513.68
#6	SDCW A&G Engr & Supr. (#4 X AG%)		5.50%		\$7,975.89
#7	SDCW Special Fee				\$0.00
	Subtotal (Sum #5 thru #7)				\$18,489.57
#8	NM GRT (#5+#6+#7) X %		8.4375%		\$1,560.06
#9	SDCW UEC Fees				\$0.00
#10	SDCW Meter Fees				\$0.00
#11	Total SDCW Fees (Sum #5 thru #11)				\$20,049.63
#12	Total Project Cost (#4+#12)				\$165,065.78
	UEC: 5/8" MSC	EA	0	\$2,013.00	\$0.00
	UEC: 5/8" MSC	EA	0	\$800.00	\$0.00
	UEC: 5/8" MSC	EA	0	\$3,019.00	\$0.00
	UEC: 1" MSC	EA	0	\$5,032.00	\$0.00
	UEC: 1 1/2" MSC	EA	0	\$10,065.00	\$0.00
	UEC: 2" MSC	EA	0	\$16,104.00	\$0.00
	UEC: 4" MSC	EA	0	\$31,402.00	\$0.00
	UEC: 4" MSC	EA	0	\$50,325.00	\$0.00
	Meter: 5/8" MSC	EA	0	\$190.00	\$0.00
	Meter: 3/4" MSC	EA	0	\$226.00	\$0.00
	Meter: 1" MSC	EA	0	\$272.00	\$0.00
	Meter: 1 1/2" MSC	EA	0	\$546.00	\$0.00
	Meter: 2" MSC	EA	0	\$728.00	\$0.00
	Meter: 3" MSC	EA	0	\$1,516.00	\$0.00
	Meter: 4" MSC	EA	0	\$2,666.00	\$0.00
	Meter: 8" MSC	EA	0	\$13,700.00	\$0.00

Comments: All water utility work to be performed by: Jaynes/TLC Plumbing

Prepared By: Dora Marquez
Dora Marquez
Reviewed By: Brian Snyder
Brian Snyder

EXHIBIT A
SDCW
CONSTRUCTION ESTIMATE

Project: SFPS meter vault & backflow
Date: 3/23/2021

Const.Drawing No. 05-2021
W.O. No.

CONSTRUCTION ITEMS

BID ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
MAINS					
1	12-inch water main w/ restraints and fittings	L.F.			\$0.00
2	10-inch water main w/ restraints and fittings	L.F.			\$0.00
3	8-inch water main w/ restraints and fittings	L.F.	90	\$23.93	\$2,153.70
4	6-inch water main w/ restraints and fittings	L.F.			\$0.00
5	4-inch water main w/ restraints and fittings	L.F.			\$0.00
6	Non-pressure connection 2" line	Ea.			\$0.00
7	Non-pressure connection 4" - 10" line	Ea.	2	\$2,037.12	\$4,074.24
8	Non-pressure connection 12" 16" line	Ea.			\$0.00
9	Pres. Con. w/ tap. and sleeve 4" x 4"	Ea.			\$0.00
10	Pres. Con. w/ tap. and sleeve 6" x 4"-6"	Ea.			\$0.00
11	Pres. Con. w/ tap. and sleeve 8" x 4" -8"	Ea.			\$0.00
12	Pres. Con. w/ tap. and sleeve 10" x 4" - 10"	Ea.			\$0.00
13	Pres. Con. w/ tap. and sleeve 12" x 4" - 12"	Ea.			\$0.00
14	Pres. Con. w/ tap. and sleeve 20" x 16" - 8"	Ea.			\$0.00
15	12-inch valve and Box	Ea.			\$0.00
16	10-inch valve and Box	Ea.			\$0.00
17	8-inch valve and Box	Ea.	4	\$1,243.94	\$4,975.76
18	6-inch valve and Box	Ea.			\$0.00
19	4-inch valve and Box	Ea.			\$0.00
20	Install 3-Way Fire Hydrants Assembly	Ea.			\$0.00
21	Install Flush Hydrant	Ea.			\$0.00
22	8" Backflow Preventer & Box RPDA	Ea.	1	\$19,390.50	\$19,390.50
23	Retire Existing Water Services at main	Ea.			\$0.00
24	12" Cap and Blocking	Ea.			\$0.00
25	Pressure Testing Water Line	LS	1	\$1,067.50	\$1,067.50
26	Bact T Testing	LS			\$0.00
27	PIV	EA			\$0.00
28	PreCast Meter Vault	EA	1	\$126,513.22	\$126,513.22
SERVICES					
27	5/8" Single MSC	EA			\$0.00
28	5/8" Double MSC	EA			\$0.00
29	3/4" Service MSC	EA			\$0.00
30	1" Single MSC	EA			\$0.00
31	1 1/2" Single MSC	EA			\$0.00
32	2" Single MSC	EA			\$0.00
#1	Total of Bid Items				\$158,174.92
#2	Bond (#1 X Bond %)				\$0.00
#3	NM GRT (#1 X NMGR %)		8.4375%		\$13,346.01
#4	Est.Construction Cost (Sum #1 thru #3)				\$171,520.93
#5	SDCW E&S (#4 X ES%)		7.25%		\$12,435.27
#6	SDCW A&GEngr & Supr. (#4 X AG%)		5.50%		\$9,433.66
#7	SDCW Special Fee				
	Subtotal (Sum #5 thru #7)				\$21,868.93
#8	NM GRT (#5+#6+#7) X %		8.4375%		\$1,845.20
#9	SDCW UEC Fees				\$0.00
#10	SDCW Meter Fees				\$0.00
#11	Total SDCW Fees (Sum #5 thru #11)				\$23,714.13
#12	Total Project Cost (#4+#12)				\$195,235.06
UEC: 5/8" MSC					
		EA	0	\$2,013.00	\$0.00
UEC: 5/8" MSC					
		EA	0	\$800.00	\$0.00
UEC: 5/8" MSC					
		EA	0	\$3,019.00	\$0.00
UEC: 1" MSC					
		EA	0	\$5,032.00	\$0.00
UEC: 1 1/2" MSC					
		EA	0	\$10,065.00	\$0.00
UEC: 2" MSC					
		EA	0	\$16,104.00	\$0.00
UEC: 3" MSC					
		EA	0	\$31,402.00	\$0.00
UEC: 4" MSC					
		EA	0	\$50,325.00	\$0.00
Meter: 5/8" MSC					
		EA	0	\$190.00	\$0.00
Meter: 3/4" MSC					
		EA	0	\$226.00	\$0.00
Meter: 1" MSC					
		EA	0	\$272.00	\$0.00
Meter: 1 1/2" MSC					
		EA	0	\$546.00	\$0.00
Meter: 2" MSC					
		EA	0	\$728.00	\$0.00
Meter: 3" MSC					
		EA	0	\$1,516.00	\$0.00
Meter: 4" MSC					
		EA	0	\$2,666.00	\$0.00
Meter: Fire Service					
		EA	0	\$190.00	\$0.00
Prorata:					
		FF	0	\$0.00	\$0.00

Comments: All water utility work to be performed by TLC Plumbing and Utility. Meters have been purchased by Santa Fe Public School and meter numbers have been issued by Michael Moya, Transmission and Distribution

Prepared By: Dora Marquez
Dora Marquez
Reviewed By: _____
Brian Snyder

Exhibit C.

Declaration of Conveyance Of A Portion Of Municipal Utility Water Distribution Facilities And Termination of Certain Utility Easements At The Santa Fe High School Site

The City of Santa Fe, a home rule municipal corporation, PO Box 909, Santa Fe, NM 87504-0909, Santa Fe County, New Mexico, ("Grantor"), for good and valuable consideration, receipt of which is hereby acknowledged, do, by this instrument, grant, assign, convey and quitclaim to the Board of Education of the Santa Fe Public School District, a local governing body, ("Grantee"), 610 Alta Vista St, Santa Fe, NM 87505, and its successors and assigns, all Grantor's right, title and interest in and to the utility infrastructure, utility distribution lines, utility easements and/or rights of way (collectively "Infrastructure and Easements") described as "Blanket Waterline Easement Vacation West Campus Area to be Vacated with the Filing of this Plat" and "Blanket Waterline Easement Vacation South Campus Area to be Vacated with the Filing of this Plat" on Exhibit "1" attached hereto and incorporated herein by reference, it being the express intent of Grantor to terminate all its rights and interest in said Infrastructure and Easements, provided that the Grantor shall continue to be responsible for all claims for injury and damages to persons or property arising from the Grantor's ownership and maintenance of the same prior to the date of recording of this Instrument.

Further, City accepts the grant of "Waterline Easement Granted with the Filing of this Plat, as shown on Detail "A" of Exhibit 1, and the "Waterline Easement Granted with the Filing of this Plat, as shown on Detail "B" of Exhibit 1, as of the date of the filing of the Exhibit A plat.

CITY OF SANTA FE, GRANTOR

By: Jarel LaPan Hill
Jarel LaPan Hill (Sep 17 2021 15:31 MDT)

Name

Title: CITY MANAGER

Date: Sep 17, 2021

CITY OF SANTA FE
APPROVED AS TO FORM:

BY: Marcos Martinez
Marcos Martinez (Sep 17 2021 15:23 MDT)

TITLE: SENIOR ASSISTANT CITY ATTORNEY

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELIC, CITY CLERK

EXHIBIT 1
to
Declaration of Conveyance Of A Portion Of Municipal Utility Water Distribution
Facilities And Termination of Certain Utility Easements At The Santa Fe High
School Site

[TBD]