

**CITY OF SANTA FE**  
**AMENDMENT No. 1 TO**  
**CONSTRUCTION**  
**ITEM# 22-0511**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated October 26, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and ESA Construction Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services to the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by thirteen thousand eight hundred twenty eight dollars and sixty five cents (\$13,828.65), including New Mexico gross receipts tax so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed. The total amount payable to the Contractor under this Agreement, including Alternates (if needed) gross receipts tax and expenses, shall not exceed two hundred ninety-seven thousand

nine hundred and sixty two dollars an sixty seven cents (\$297,962.67) and as described in Exhibit "A, B & C" attached hereto. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

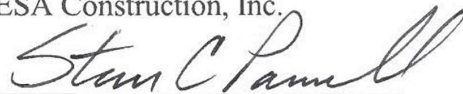


ALAN WEBBER, MAYOR

Date: Feb 12, 2023

CONTRACTOR:

ESA Construction, Inc.



NAME

VICE PRESIDENT

TITLE

Date: 1-13-2023

CRS # 03-162628-009

City of Santa Fe Business

Registration # 117760

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK

GB MTG 2/8/2023

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jan 12, 2023 10:48 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Feb 10, 2023 18:33 MST)

EMILY OSTER, FINANCE DIRECTOR

5050395.572970

Business Unit/Line Item

AH  
AH





**ESA Construction, Inc.**

3435 Girard Blvd. NE Albuquerque, NM 87107

505 884-2171

12/22/2022

<b>Project: Water Division ADA Upgrades - Rear Ramp</b>			
801 San Mateo Road, Santa Fe NM 87505			
<b>Trade</b>	Hourly Rate	Estimate Quantity	Total
Superintendent	\$70.00	0	\$0.00
Journeyman or Experienced Worker	\$54.00	0	\$0.00
Laborer	\$38.00	0	\$0.00
<b>Subcontractors</b>			
<b>Materials</b>			
<b>Description / Material</b>			Total
Isolation Valves - Material and Labor (Subcontractor)			\$1,594.71
ESA OHP, Bond, Insurance			\$196.65
<b>Sub Total</b>			<b>\$1,791.36</b>
		<b>NMGRT 8.3125%</b>	\$148.91
<b>Scope:</b> ESA Construction to provide labor, material, equipment and supervision for a complete job to		<b>TOTAL</b>	<b>\$1,940.27</b>
Company Name:			
ESA Construction, Inc.			
Name:	Steve Pannell		
Signature:			
Date:	12/22/2022		



Icon Plumbing Solutions, LLC (IPS)  
License # 387429  
Albuquerque, New Mexico  
Derek Perea  
(505) 934-7702  
[DP@IconPlumbingSolutions.com](mailto:DP@IconPlumbingSolutions.com)  
Public Works # 24756852972018

1/3/23

City of Santa Fe Public Utilities – **isolation valves**

Icon Plumbing Solutions LLC is pleased to offer the following quote to install the Plumbing systems for the project referenced above. Please let us know if you have any questions or concerns:

**Addendums acknowledged:** None

**Plumbing Inclusions:**

- The purchasing, installation, and warranty of 3 added ball valves to existing system for isolation
- The isolation, draining and tie ins of existing domestic water main
- All piping hangers and supports
- The testing of installed piping and valves
- Cleaned area
- Before hours work

**Plumbing Exclusions:**

- The warranty of existing plumbing systems
- The isolation of existing domestic water to building
- Purchasing, removal, replacement of sheet rock or framing
- The removal of any asbestos located on the piping/insulation
- Carpentry; Backing; Core drilling; Concrete/asphalt cutting, removal, replacement, or patching; Housekeeping pads; Painting and paint preparation; fire or sound proofing, Starters, VFD's, & disconnects; Low voltage wiring, Floor openings, wall openings, painting of rooftop gas piping, roof openings and opening frames; Temporary covers for penetrations; Any and all roof work including patching, temporary waterproofing, and warranty; Installation of architectural access doors; Temporary facilities, warranty of existing fixtures or systems, not responsible for supplying flow control valves for hydronic systems/equipment. Quick Shipping; Fire stopping of penetrations through rated construction; Trash disposal fees; Engineering; Seismic Control; Commissioning; Allowances; CAD file fees; BIM; Coordinated shop drawings; Overtime, after hour (6pm-6am), or weekend work; Gross receipt taxes; Prevailing wages; Certified Payroll; and Bond.

**Total Pricing:** **\$1,594.71**

**Estimators:** Derek Perea - Plumbing      505-934-7702

Thank you for the opportunity to provide this quote  
The price is subject to review after 30 days



# Change Proposal

<b>Project name</b>	City of Santa Fe Public Utilities –					
<b>C/O Number</b>						
<b>Description</b>	isolation valves					
<b>Job #</b>						
<b>Date</b>	1/3/2023					
<b>Department</b>	<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Subsistence</b>	<b>Subtotal</b>	<b>Totals</b>
<b>HVAC</b>	Equipment					
	Materials					
	Labor	Field	0 \$ -	\$ -	\$ -	\$ -
	10% of field	Foreman	0 \$ -	\$ -	\$ -	\$ -
	5% of field	Material Handling	0 \$ -	\$ -	\$ -	\$ -
	2% of field	Superintendent	0 \$ -	\$ -	\$ -	\$ -
					<b>Total</b>	<b>\$ -</b>
<b>Mech/Plum</b>	Equipment					
	Materials	isolation valves, tees, hangers, connectors				\$ 604.89
	Labor	Field	4 \$ 80.00	\$ -	\$ 320.00	
		Foreman	4 \$ 85.00	\$ -	\$ 340.00	
		Material Handling	0 \$ 60.00	\$ -	\$ -	
		Superintendent	1 \$ 90.00	\$ -	\$ 90.00	\$ 750.00
					<b>Total</b>	<b>\$ 1,354.89</b>
<b>Fabrication</b>	Materials					
	labor	Shop	0 \$ -	\$ -	\$ -	
	4% of shop	Detailing	0 \$ -	\$ -	\$ -	
	4% of field	Fab Processing	0 \$ -	\$ -	\$ -	
	10% of shop	Shop Foreman	0 \$ -	\$ -	\$ -	\$ -
					<b>Total</b>	<b>\$ -</b>
<b>Subcontracts</b>	x					
	x					\$ -
	x					
					<b>Total</b>	<b>\$ -</b>
<b>Other</b>	X	Scissor Lift				
	X	Delivery/pickup				
	x					\$ -
					<b>Total</b>	<b>\$ -</b>
<b>Comments</b>					Total Direct Cost	\$ 1,354.89
					Mark-up on subs	0% \$ -
					Material and fixtures	7% \$ 94.84
					Sub total	\$ 1,449.73
					Profit	10% \$ 144.97
					Total	\$ 1,594.71
					Bond	0% \$ -
					Total	\$ 1,594.71
					Tax	0.0% \$ -
					Total	<b>\$ 1,594.71</b>



**OF ALBUQUERQUE**

3545 PRINCETON DR NE  
 PO BOX 25726  
 ALBUQUERQUE, NM 87125  
 PHONE (505) 884-1553  
 FAX (505) 884-1558

Job Name
COSF Water Division-Isolation

Quote No.	Date	Page
0093369	1/05/23	1
Expiration Date		1/12/23
Revised Date		1/05/23
Bid Due Date		1/05/23

Quoted To Customer
ICON PLUMBING SOLUTIONS LLC 4212 PALO DURO AVE NE ALBUQUERQUE, NM 87110-1028
Phone (505) 934-7702 Fax

Quoted By
RICHARD ROYBAL raroybal@winnelson.com (505) 803-1820

Customer	Payment Terms	Quoted To	Salesperson	FOB
002961	2% 10TH PRX/NET 25TH	RICHARD ROYBAL	RICHARD ROYBAL	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	PC611 2X2X1-1/4 PRSS TEE	99.3600	EA	99.36
2.0	3	PC601 2 PXP REP COUPLING	20.1400	EA	60.42
3.0	20	1-1/4 X 20 L HARD COPPER TUBE	8.3000	FT	166.00
4.0	1	PC585-70 1-1/4 BRZ BALL VALVE	150.2400	EA	150.24
5.0	1	PC585-70 1 BRZ BALL VALVE	42.9400	EA	42.94
6.0	3	PC601 1 PXP REP COUPLING	7.5200	EA	22.56
7.0	1	PC585-70 3/4 BRZ BALL VALVE	31.3600	EA	31.36
8.0	3	PC601 3/4 PXP REP COUPLING	5.9100	EA	17.73
9.0	6	CT-69 1/2-1-1/4 CTS ADJ SWIVEL 1/2" THROUGH 1 1/4" COPPER	2.3800	EA	14.28

Due to the volatile environment of our market, prices can change without notice. While we will strive to hold our quoted prices as long as we can, we reserve the right to pass on any and all price increases which are passed onto us.

Tax Area Id	Net Sales	604.89
320010020	Freight	.00
	Tax	.00
	Quotation Total	604.89





# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203642

Contractor: ESA Construction Inc.

Description: To provide several upgrades that are recommended for City of Santa Fe Public Utilities Building located at 801 W. San Mateo to make the building more accessible to customers and employees with disabilities.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: \_\_\_\_\_ Term End Date: 06/30/2023

Approved by Council Date: 10/26/22

**Contract / Lease:** ADA Construction project at 801 W. San Mateo Building

Amendment # 1 to the Original Contract / Lease # 22-0511

Increase/(Decrease) Amount \$ \$13,828.65

Extend Termination Date to: N/A


Approved by Council Date: Pending

**Amendment is for:** Additional Scope and comp

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

**Original Contract # 22-0511 \$284,134.02**

### 3. Procurement History:

  
Purchasing Officer Review: \_\_\_\_\_ Date: Jan 18, 2023  
Comment & Exceptions: Procured via SWPA; amend#1

### 4. Funding Source: Water/CIP/WIP Construction Org / Object: 5050395.572970

  
Budget Officer Approval: \_\_\_\_\_ Date: Jan 17, 2023  
Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Maya Martinez Phone # 505.955.4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



ESACONS-01

MKATS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2022

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

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

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	<b>CONTACT NAME:</b> Margie Blackmon <b>PHONE (A/C, No, Ext):</b> (505) 828-4140 4140 <b>FAX (A/C, No):</b> (866) 487-3972 <b>E-MAIL ADDRESS:</b> margie.blackmon@hubinternational.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> EMCASCO Insurance Co.	<b>NAIC #</b> 21407
<b>INSURED</b>	
<b>ESA Construction Inc</b> 3435 Girard Blvd NE Albuquerque, NM 87107	
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6X50828	12/31/2022	12/31/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>EMPLOYEE BENEFI</b> \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6E50828	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			6J50828	12/31/2022	12/31/2023	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6H50828	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**Job Name: Santa Fe Water Department Improvements**

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>City of Santa Fe</b> Public Utilities Department 801 W. San Mateo Santa Fe, NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International Insurance Services (SOW)</b>	License # 0757776	NAMED INSURED ESA Construction Inc 3435 Girard Blvd NE Albuquerque, NM 87107
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

City of Santa Fee is an additional insured with respect to the general liability. Waiver of subrogation applies to the workers compensation.

# BUSINESS REGISTRATION

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

**Business Name:** ESA CONSTRUCTION INC  
OBA: ESA CONSTRUCTION INC

**Business Location:** 3435 GIRARD BLVD NE  
ALBUQUERQUE, NM 87107

**Owner:** ESA CONSTRUCTION INC.

**License Number:** 233489

**Issued Date:** August 30, 2022

**Expiration Date:** August 30, 2023

**CRS Number:** 02102987003

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

ESA CONSTRUCTION INC  
3435 GIRARD BLVD NE  
ALBUQUERQUE, 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**





# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ESA Construction Inc.

Procurement Title: Construcion

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Water Division Staff Name Jesse Roach

### 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 checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: <i>JR</i> 1/11/2023

Jesse Roach/Water Division Director

	Title	Date
<u>Printed Name (attesting that all information is revidewed)</u>	Contracts Supervisor	Jan 18, 2023

<u>Purchasing Officer (attesting that all information is reviewed)</u>	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and contract.



# City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

[www.santafenm.gov/water](http://www.santafenm.gov/water)

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager

Mike Moya, Transmission and Distribution Manager


Bill Schneider PG, Water Resources and Conservation Manager

## MEMO

**Date:** January 10, 2023

**To:** **Governing Body**  
**Public Works and Public Utilities Committee**  
**Finance Committee**

**Via:** Emily Oster, Finance Director  
Joanne Lovato, Purchasing Officer  
Shannon Jones, Public Utilities Department Director 

**From:** Jesse Roach, Director, City of Santa Fe Water 

### ITEM

Approval of Amendment #1 ESA Construction contract for ADA improvements at the Public Utilities Building on San Mateo for an increase in scope and compensation in the amount of \$13,828.65 inclusive of nmgrt in to expanded concrete ramp work and bathroom plumbing.

### BACKGROUND

The Public Utilities Building located at 801 W. San Mateo Road is being remodeled to make the building more accessible to customers and employees with disabilities. These upgrades include improved access to the front (public) and rear (employee) entrances of the building, installation of a lift in the building to provide access to the second floor, and a more accessible bathroom on the second floor.

The original design for improved access to the rear door includes construction of a low angle walkway with a small drop on one side to an existing vehicle ramp. After further consideration of this design we would like to install a new vehicle ramp as well so that there is not a trip hazard created by the new ramp. The cost of this additional concrete work will be \$11,888.38 including tax.

Demolition of two small bathrooms upstairs to create a single accessible bathroom revealed the lack of any isolation valves for the plumbing to the upstairs bathrooms. As a result, the entire building water needs to be turned off to work on the water lines in the bathrooms. We would like to install plumbing isolation valves during this work to avoid this problem in the future. The cost of installing isolation valves, which was not included in the initial scope will be \$1940.27 including tax.



**PROCUREMENT METHOD:**

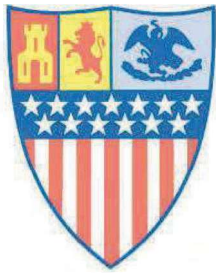
State Price Agreement SWPA # 00-00000-20-00110

**FUNDING SOURCE:**

Munis Fund /511  
Munis Org / 5110351  
Munis Obj / 510310

**RECOMMENDATION**

Approval of Amendment #1 ESA Construction contract for ADA improvements at the Public Utilities Building on San Mateo for an increase in scope and compensation in the amount of \$13,828.65 inclusive of nmgrt in to expanded concrete ramp work and bathroom plumbing.



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

*Alan Webber, Mayor*

Councilors:

- Signe I. Lindell, Mayor Pro Tem, District 1
- Renee Villarreal, District 1
- Michael J. Garcia, District 2
- Carol Romero-Wirth, District 2
- Lee Garcia, District 3
- Chris Rivera, District 3
- Jamie Cassutt, District 4
- Amanda Chavez, District 4

## MEMO

**Date:** September 23, 2022

**To:** Joann Lovato, Purchasing Officer

**Via:**   
Shannon Jones (Sep 23, 2022 15:35 MDT)

Shannon Jones, Public Utilities Department Director

**From:**   
Jesse Roach, Water Division Director

### ISSUE

Approval of Sub-Contractors listed in the proposal for a Contract with ESA Construction.

### BACKGROUND

As requested, Staff is submitting written notice of their approval of all the sub-contractors listed in the contract proposal from ESA Construction, Exhibit A of the contract. The contract procurement is through the SWPA # 00-00000-20-00110 for upgrades to the City of Santa Fe's Public Utilities Building located at 801 W. San Mateo Road to make the building more accessible to customers and employees with disabilities.

CITY OF SANTA FE

CONSTRUCTION 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 **ESA Construction 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.

**RECITALS**

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

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

The CITY and the CONTRACTOR agree:

**1. Scope of Work.**

A. The Contractor shall perform the following work and as described in Exhibit “A” attached hereto:

The Contractor shall perform all the work required by the Contract Documents for Construction project upgrade at Public Utilities - Water Division 801 W. San Mateo (SWPA 00-00000-20-00110).

Contractor shall provide services for new compliant parking and walkway to provide wheelchair accessible path to front door, new compliant landing at rear door with assisted door opener, new accessible lift and lift vestibule in storage area, dismantle existing metal stair, and to convert existing non-compliant restrooms on 2nd floor to single uni-sex/family restroom in the Water Division’s building at 801 San Mateo Road in Santa Fe, New Mexico, 87505, as described in the Contract Documents.

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

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

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed. **The total amount payable to the Contractor under this Agreement, including Alternates (if needed) gross receipts tax and expenses, shall not exceed two hundred eighty-four thousand one hundred thirty-four dollars and two cents (\$284,134.02) and as described in Exhibit “A” attached hereto. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within 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, 2023** 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 Cityship 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 NMSA 1978, sec. 38-3-2. 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 a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. 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.

**D.** 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  
Public Utilities Department  
Water Division  
Attn: Jesse Roach Water Division Director  
801 W. San Mateo  
Santa Fe, NM 87505  
[jdroach@santafenm.gov](mailto:jdroach@santafenm.gov)

**To the Contractor:**

ESA Construction, Inc.  
3535 Girard Blvd., NE  
Albuquerque, NM 87107

**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.

**30. Progress Payments.**

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

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

**31. Liquidated Damages.**

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion



and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

**32. Final Payment.**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**33. Schedule.**

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

**34. General and Special Provisions**

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

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

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

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

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

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

G. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

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

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

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


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

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

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

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

CITY OF SANTA FE:

  
Alan Webber (Oct 29, 2022 03:19 CDT)  
ALAN WEBBER, MAYOR

DATE: Oct 29, 2022

CONTRACTOR:  
ESA Construction, Inc.

  
NAME Steven C. Pannell

Vice-President  
TITLE

DATE: September 14, 2022  
CRS# 03-162628-009  
Registration # 117760


ATTEST:

  
KRISTINE BUSTOS MIHELICIC, CITY CLERK   
GB MTG 10/26/2022

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Sep 13, 2022 13:33 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Oct 28, 2022 09:18 MDT)  
EMILY OSTER, FINANCE DIRECTOR  
5050395.572970  
Org. Name/Org# AH  
AH




**ESA Construction, Inc.**

3435 Girard Blvd. NE Albuquerque, NM 87107

505 884-2171

8/26/2022

<b>Project: COSF Water Division Upgrades</b>		<b>Price Agreement: 00-00000-20-00110</b>	
801 San Mateo Road, Santa Fe NM 87505			
<b>Trade</b>	<b>Hourly Rate</b>	<b>Estimate Quantity</b>	<b>Total</b>
Superintendent	\$70.00	500	\$35,000.00
Journeyman or Experienced Worker	\$54.00	720	\$38,880.00
Laborer	\$38.00	680	\$25,840.00
<b>Subcontractors</b>			
Quality Elevators & Lifts of NM LLC			\$36,200.00
Plumbing & HYAC - ICON Plumbing Solutions			\$33,163.00
Alive Electric, Inc.			\$9,900.00
Accustripe, Inc			\$5,000.00
Bonds			\$2,720.00
Permit			\$776.00
<b>Materials</b>			
<b>Description/ Material</b>			<b>Total</b>
General Conditions - Toilet, Cleaning, Truck, Trash			\$11,713.00
Materials Testing - Soil, Concrete			\$3,000.00
Demo			\$5,970.00
Earthwrok			\$2,450.00
Concrete			\$8,252.00
Steel Railings			\$16,150.00
Rough Carpentry			\$150.00
Doors & Hardware			\$3,810.00
Gypbd Partitions			\$4,664.00
Flooring			\$2,000.00
Paint			\$1,000.00
Toilet Accessories			\$1,690.00
Auto Door Operator			\$6,000.00
Fire Sprinkler			\$7,500.00
Job Sign			\$500.00
<b>Sub Total</b>			<b>\$262,328.00</b>
		<b>NMGRT 8.3125%</b>	\$21,806.02
<b>Scope: ESA Construction to provide labor, material, equipment and supervision for a complete job to</b>		<b>TOTAL</b>	<b>\$284,134.02</b>
Company Name:			
ESA Construction, Inc.			
Name:	Steve Pannell		
Signature:			
Date:	8/26/2022		



## SAVARIA V-1504 SHAFTWAY WHEELCHAIR LIFT PROPOSAL

**ELEVATOR CONTRACTOR:**  
Quality Elevators and Lifts of New Mexico, LLC.  
9680 Eagle Ranch Rd. Suite#3  
Albuquerque, NM 87114  
505-639-5921

**JOBSITES:**  
Santa Fe Public Utilities Water Division  
801 San Mateo Road  
Santa Fe, NM 87505

**OWNER/MANAGER:**  
Kurt Schlough  
kurt@esaconstruction.com  
505-362-1878

**INSTALL TO START:**  
  
Install Date: TBD

**EQUIPMENT: Savaria SHAFTWAY V-1504 Vertical Platform Lift:**

- Platform Size: .....42" x 60" 90 degree exit
- Travel Height: ..... -11' Feet
- Color: ..... Powder Coated Almond Beige
- Drive Type/Speed: ..... Roller Chain Hydraulic/20 FPM,
- Doors: ..... 80" fire-rated Prodoor with automatic operators
- Hall/Call Stations: ..... Frame Mount Keyed on/off
- Ramp or Pit: ..... 3" Pit
- Safety Devices: ..... Gate Interlocks, Emergency Stop & Alarm  
Power Requirement: ..... 110 vac, 20 amp, Single Phase w/Battery Lowering
- Warranty: ..... Manufacturer Standard Three (3) year warranty on parts  
**One (1) Year Labor Warranty**

Cost for Equipment and Installation: ..... Total: **\$ 36,200.00**  
Plus applicable taxes..... : **\$ 3,054.33**

Down Payment: - 50% of the total purchase price plus applicable taxes (not included in price).  
(equipment ordered).

Final Payment: The remainder of the contract amount plus any work orders changes not included in original pricing when lift is delivered.

*CANCELTION POLICY: In the event the owners' plans change to unforeseen circumstances, after acceptance of proposal and equipment has been placed into production, a cancelatlon fee of 15% total contract price will be applied, the remaining deposit will be refunded to the owner.*

**SCHEDULE:**

Provide shop drawings after contract signing: .....2 day  
Fabrication of equipment: ..... 8 weeks  
Shipping of equipment: .....1 week

✓  
✓  
✓  
Initial:



Icon Plumbing Solutions, LLC (IPS)  
License # 387429  
Albuquerque, New Mexico  
Derek Perea  
(505) 934-7702  
[DP@IconPlumbingSolutions.com](mailto:DP@IconPlumbingSolutions.com)  
Public Works # 24756852972018

8/01/22

**City of Santa Fe Public Utilities**

Icon Plumbing Solutions LLC is pleased to offer the following quote to install the HVAC and Plumbing systems for the project referenced above per documents dated 5-03-22. Please let us know if you have any questions or concerns:

**Addendums acknowledged:** None

**Plumbing Inclusions:**

- Insulation and plumbing rough in, top out, and trim per drawings dated May 03, 2022
- The purchasing, installation, and warranty of all new domestic water and sanitary systems shown.
- Site utility piping/plumbing not included
- Existing tie ins or connections shall be made a maximum of 10' from connection depicted.
- Demo of existing plumbing piping specified.
- The purchasing, installation, and warranty of plumbing fixtures as specified
- The insulating of piping for necessary systems
- All testing of installed systems
- Plumbing Permit.
- Standard 1-year warranty.
- Prevailing wages & Certified Payroll.

**Plumbing Exclusions:**

- The installation, removal, or maintenance of any utility piping/systems and trenching outside of the building footprint (up to five-feet).
- 6pm-6am working hours
- Purchase of any fixtures or equipment not shown on plumbing schedule.
- The purchasing and installation of any Fire Suppression equipment or piping.
- Carpentry; Backing; Core drilling; Concrete/asphalt cutting, removal, replacement, or patching; Housekeeping pads; Painting and paint preparation; fire or sound proofing, Starters, VFD's, & disconnects; Low voltage wiring, Floor openings, wall openings, painting of rooftop gas piping, roof openings and opening frames; Temporary covers for penetrations; Any and all roof work including patching, temporary waterproofing, and warranty; Installation of architectural access doors; Temporary facilities, warranty of existing fixtures or systems, not responsible for supplying flow control valves for hydronic systems/equipment. Quick Shipping; Fire stopping of penetrations through rated construction; Trash disposal fees; Engineering; Seismic Control; Commissioning; Allowances; CAD file fees; BIM; Coordinated shop drawings; Overtime, Gross receipt taxes; and Bond. Controls

**HVAC Inclusions:**

- Demolition of existing HVAC system as shown.
- Provide and install the equipment and air distribution as scheduled.
  - o 1 Greenheck Ceiling Exhaust Fan
  - o 1 Titus Supply air register
- Provide and install the ductwork for the systems shown, per SMACNA standards.
- Insulation of ductwork as required.

**General Inclusions**

- Prevailing wages.
- Certified Payroll.

- HVAC Permit.
- Standard 1-year warranty.

**HVAC Exclusions:**

All Plumbing and piping scope; All Electrical work; Starters, VFD's, & disconnects unless specifically listed with equipment; Low voltage wiring other than for temperature control; Ductwork Smoke Detectors and wiring; Fire/Smoke dampers unless specifically shown; Return air sound boots: Acoustical duct liner unless specifically shown and noted on the drawings; Demolition not shown on mechanical and plumbing sheets; Temporary protection of existing spaces; Temporary ventilation; Temporary partitions; Temporary plumbing/HVAC work; Hazardous material abatement; Carpentry; Backing; Core drilling; Concrete/asphalt/CMU wall cutting, removal, replacement, or patching; Formed concrete or rebar; Housekeeping pads; Painting and paint preparation; Ceiling and/or wall removal and replacement; Floor openings, wall openings, roof openings and opening frames; Temporary covers for penetrations; Structural roof curbs; Any and all roof work including patching, temporary waterproofing, and warranty; Architectural louvers; Installation of architectural access doors; All fire protection; Temporary facilities; Correction of code violations on existing systems; Maintenance, repairs, warranty of existing & owner furnished systems and equipment; Furnishing parts or connections to owner provided equipment/appliances; Quick Shipping; Fire stopping of penetrations through rated construction; Trash disposal fees; Engineering; Seismic Control unless specifically shown; Commissioning;; CAD file fees; BIM; Coordinated shop drawings; Overtime; Gross receipt taxes; Prevailing wages; Certified Payroll; and Bond.

**Payment Terms & Conditions:**

- NET 30
- Beneficial usage starts warranty

**HVAC and Plumbing Base Total: \$33,163.30**

**Add for TAB if required: \$1,515.60**

**Scheduling:** Two weeks advanced notice is required for initial show-up, we will build job schedule into our manpower schedule after that.

**Estimators:**

Damian Perea - <b>Plumbing</b>	505-948-0345
Josh Harrison – <b>HVAC</b>	505-328-1387

Thank you for the opportunity to provide this quote  
The price is subject to review after 30 days



P.O. Box 23411, Santa Fe, NM 87502  
(505)438-9707 (Main Office)  
(505)424-3578 (Fax)  
License #366666

July 27, 2022

RE: City of Santa Fe Public Utilities/Water Division ADA Upgrades

On the above referenced project, we quote the **base bid price of \$9,900.00 + Tax** for the electrical per E Sheets dated May 3, 2022, to include the following:

- Electrical demolition as shown
- Furnish and install fixtures and occupancy sensors
- Power only for one exhaust fan and one ADA lift at ground floor (furnish, install and ducting by others)
- (3) 15' ¾" Conduit stubs only for card readers and cameras (furnish and install by others)
- Conduit and wire
- Scale Wage
- Electrical permit with inspections for same

*NO ACCESS - 7/27/22*

We exclude disconnect/remove/reinstall solar array controller and solar panels (by others), cut, patch, paint, tax, demolition and removals (except as shown on E sheets), scissor lift/scaffolding, abatement, support wires for seismic bracing (painted red), spare material, unforeseeable field conditions, engineering fees, dumpster, sawcut and repair asphalt/concrete/floors, lightning protection, core drill, access panels, channeling, allowances, bid bond premium, utility fees, control wiring, temporary power/temporary lighting, roof jacks/roof penetrations and overtime.

This price is firm for thirty days. Alive Electric shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the Covid-19 pandemic or any future epidemic, and customer shall not be entitled to any damages resulting thereof.

Thank you for the opportunity to present this proposal. If you have any questions, please feel free to contact us at (505)438-9707, and we will be happy to assist you.

Respectfully submitted,

Henry D. Sena     or     April Montoya  
President                     Vice President



332 Muriel NE  
 Albuquerque, NM 87123  
 Phone: 505-29 ;15"29

Email: [estimatn @accustripe.com](mailto:estimatn@accustripe.com)  
 Federal ID# 85-0339172  
 NM State ID 02-042485000  
 NM Contractors License #: 25282 GA98 - GF01  
 NM Public #002536620120928 expires 9-28-22  
 NM Residential# LO578883904

# Quotatio 11

Quote Number  
51121

Quote Dat•  
Jul 20, 202

Page: 1

Job#: 51120

**Project Name:**  
**SANTA FE PUB UTILITIES WATER DIV**  
**IMPROVEMENTS**  
**801 SAN MATEO RD**  
**SANTA FE, NM**

**Bid Date: 7.26.22**  
**Addenda Acknowledged: NONE**

## PAVEMENT MARKING SERVICES SINCE 1980!

Quantity	Unit	Description	Unit Price	Total
1	<Eac	**RENOVATION OF EXISTING PARKING AREAS: REMOVAL, PAVEMENT MARKINGS, SIGNAGE AND BUMPER BLOCKS**		
		*		
		**REMOVAL OF EXISTING PAVEMENT MARKINGS**		
3751	LF	ERADICATE PAVEMENT MARKINGS: STALL LINES AND CROSSHATCHING		
2	EA	ERADICATE OBSOLETE HANDICAPPED STENCIL		
		*		
		**PAVEMENT MARKINGS: LAYOUT AND STRIPE NEW DESIGN AFTER ERADICATION**		
7	EA	<b>PARKING</b> SPACES - SINGLE LINE		
2	EA	HANDICAPPED SYMBOLS -BLUE BOXED PER ADA		
2	EA	HANDICAPPED ACCESS AISLES WITH 12" NO <b>PARKING</b> STENCIL		
400	LF	CROSSHATCHED AREAS		
1	EA	STENCIL-12" - "LOADING ZONE"		
1	EA	STENCIL-12" - "PASSENGER DROP OFF"		
3	EA	STENCIL-8" - "COMPACT" - NOT ON PLAN INCLUDE AT SPACES <8.5' WIDE		
		*		
		FURNISH AND INSTALL - 6' CONCRETE BUMPER BLOCKS IN ASPHALT REMOVE AND DISCARD EXISTING 6'		
	<b>A</b>			
<i>Above prices do not include applicable sales tax. Owner/ GC to Pay Applicable sales tax unless a Non-Tax Certificate is provided.</i>			Subtotal	Continued
			Sales Tax	Continued
<i>Thank you for the opportunity to bid!!f</i>			Total	Continued



332 Muriel NE  
 Albuquerque, NM 87123  
 Phone: 505-296 15'29

Email: [estimating.@accustri\\_e.com](mailto:estimating.@accustri_e.com)  
 Federal ID# 85-0339172  
 NM State ID 02-042485000  
 NM Contractors License #: 25282 GA98 - GF01  
 NM Public #002536620120928 expires 9-28-22  
 NM Residential# LO578883904

# Quotation 11

Quote Number  
51121

Quote Date  
Jul 20, 202

Page: 2

**Job#:**

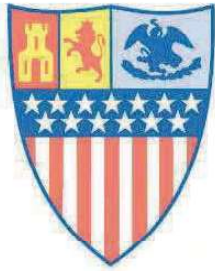
**Project Name:**  
**SANTA FE PUB UTILITIES WATER DIV**  
**IMPROVEMENTS**  
**801 SAN MATEO RD**  
**SANTA FE, NM**

**Bid Date: 7.26.22**  
**Addenda Acknowledged: NONE**

**PAVEMENT MARKING SERVICES SINCE 1980!**

Quantity	Unit	Description	Unit Price	Total
21	EA	BUMPER BLOCKS * REMOVE AND DISCARD EXISTING HANDICAP SIGN AND POST FROM LANDSCAPED SURFACE		
2	EA	FURNISH AND INSTALL HANDICAP SIGNS ON 1 3/4" TELSPAR BREAKAWAY POSTS - IN LANDSCAPED SURFACE (DIRECTION STATES TO INSTALL ATOP EXISTING LOW WALL, WE PROPOSE INSTALLATION IN LANDSCAPED SURFACE *		
1	EA	MOBILIZATION INCLUDED. LUMP SUM TOTAL: * 1. EXCLUDES REPAINTING OF EXISTING PAINTED CURB (NOT ADDRESSED IN PLAN) 2. EXCLUDES REPAINTING OF EXISTING PAVEMENT <b>MARKINGS</b> TO REMAIN (REMAINDER OF PARKING LOT) 3. ACCUSTRIPE ACKNOWLEDGES THAT THIS PROJECT HAS A PREVAILING WAGE RATE. 4. ABOVE PRICES DO NOT INCLUDE APPLICABLE SALES TAX. OWNER/GC TO PAY SALES TAX UNLESS A NON-TAXABLE CERTIFICATE IS PROVIDED. ACCUSTRIPE 02-042485000		5,000.00
<i>Above prices do not include applicable sales tax. Owner/ GC to Pay            Applicable sales tax unless a Non-Tax Certificate is provided.</i>			Subtotal	5,000.00
			Sales Tax	
<i>Thank you for the opportunity to bid!</i>			Total	5,000.00





# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

*Alan Webber, Mayor*

Councilors:

- Signe I. Lindell, Mayor Pro Tem, District 1
- Renee Villarreal, District 1
- Michael J. Garcia, District 2
- Carol Romero-Wirth, District 2
- Lee Garcia, District 3
- Chris Rivera, District 3
- Jamie Cassutt, District 4
- Amanda Chavez, District 4

## MEMO

**Date:** September 23, 2022

**To:** Joann Lovato, Purchasing Officer

**Via:**   
Shannon Jones (Sep 23, 2022 15:35 MDT)

Shannon Jones, Public Utilities Department Director

**From:**   
Jesse Roach, Water Division Director

### ISSUE

Approval of Sub-Contractors listed in the proposal for a Contract with ESA Construction.

### BACKGROUND

As requested, Staff is submitting written notice of their approval of all the sub-contractors listed in the contract proposal from ESA Construction, Exhibit A of the contract. The contract procurement is through the SWPA # 00-00000-20-00110 for upgrades to the City of Santa Fe’s Public Utilities Building located at 801 W. San Mateo Road to make the building more accessible to customers and employees with disabilities.





# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

*Alan Webber, Mayor*


Councilors:



Signe I. Lindell, Mayor Pro Tem, District 1  
Renee Villarreal, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Chris Rivera, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

## MEMO

**Date:** 09/20/222222

**To:** **Governing Body**  
**Finance Committee**  
**Public Works and Public Utilities Committee**

**Via:** Emily Oster, Finance Director  
Joann Lovato, Purchasing Officer  
Shannon Jones, Public Utilities Department Director   
Shannon Jones (Sep 20, 2022 10:08 MDT)

**From:** Jesse Roach, Director, Water Division Director   
Nancy Jimenez, Utility Billing Division Director   
NJ (Sep 20, 2022 09:22 MDT)

---

### ITEM

Contractor selection and funding for upgrades to the Public Utilities Building at 801 W. San Mateo Road.

### BACKGROUND

Several upgrades are recommended for City of Santa Fe's Public Utilities Building located at 801 W. San Mateo Road to make the building more accessible to customers and employees with disabilities. These upgrades include

- New parking, ramp, and automatic door opener in the front of the building meeting Americans with Disabilities Act (ADA) requirements (customer access)
- New ramp and automatic door opener in the rear of the building meeting ADA requirements (employee access)
- Mechanical lift in the building to provide ADA compliant access to the second floor for employees and customers
- ADA compliant bathroom on the second floor

The Public Utilities Department has spent approximately \$61,000 over the past two years to develop design and obtain building permits for this project. Of three bids received through the Statewide Price Agreement 00-00000-20-00110 based on the design drawings, ESA Construction submitted the low bid of \$284,134.02 including NMGR. ESA Construction is recommended by Spears-Horn, the architecture firm responsible for the design, and City staff was impressed with representatives of ESA Construction at a pre-bid meeting and a recent meeting after bids were received.

**PROCUREMENT METHOD:**

**CONTRACT NUMBER:**

The FY23 Munis contract number 3203642

**FUNDING SOURCE:**

**Fund Name/Number:** UBD Enterprise Fund / 511

**Munis Org Name/Number:** UBD Admin/5110351

**Munis Object Name/Number:** Service Contracts/ 510310

**REQUEST**

Approval of contract with ESA Construction to perform the proposed upgrades to the Public Utilities Building at 801 W. San Mateo Road at a cost of \$284,134.02 to be funded with existing budget.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203642

Contractor: ESA Construction Inc.

Description: To provide several upgrades that are recommended for City of Santa Fe Public Utilities Building located at 801 W. San Mateo to make the building more accessible to customers and employees with disabilities.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: Upon approval of CM Term End Date: 06/30/2023

Approved by Council Date: Upon approval of CM

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: \_\_\_\_\_



Raymond Scott Gunter (Oct 3, 2022 11:20 MDT)

Purchasing Officer Review:

Oct 3, 2022

Date:

Comment & Exceptions: ESA Construction is noted as (BR) on the Alpha List in the SWPA.

4. Funding Source: Water/CIP/WIP Construction Org / Object: 5050395.572970



Andy Hopkins (Oct 3, 2022 10:33 MDT)

Budget Officer Approval:

Oct 3, 2022

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Jessica Chavez Phone # 505.819.8411

Email: jjchavez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ESA Construction Inc.

Procurement Title: Construcion

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Water Division Staff Name Jesse Roach

### 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

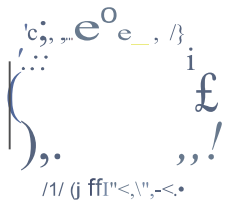
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>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

Jesse Roach/Water Division Director

Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Oct 3, 2022

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 Name:** ESA CONSTRUCTION INC  
OBA: ESA CONSTRUCTION INC

**Business Location:** 3435 GIRARD BLVD NE  
ALBUQUERQUE, NM 87107

**CRS Number:** 02102987003

**Owner:** ESA CONSTRUCTION INC.

**License Number:** 233489

**License Type:** Business Licen

**Issued Date:** August 30, 2022

**Classification:** Out of Jurisdiction  
General

**Expiration Date:** August 30, 2023

**Fees Paid:** \$10.00

ESA CONSTRUCTION INC  
3435 GIRARD BLVD NE  
ALBUQUERQUE, 87107

THIS IS NOT A CONSTRUCTION PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE  
OFFICE OF SANTA FE BUILDING PERMITS BEFORE THE  
COMMENCEMENT OF ANY CONSTRUCTION OR  
INSTALLATION OF ANY EXTERIOR SIGNAGE.

THIS REGISTRATION/LICENSE IS NOT VALID FOR ANY  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:  
(45) Vendors

Number: 00-00000-20-00110

Amendment No.: Five

Term: July 1, 2020 – June 30, 2023

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

Invoice:  
As Requested

Title: **General Construction Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

1. In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2022 to June 30, 2023 at the same price, terms and conditions.

2. Vendor Company Change:

From: (BO) 0000048657  
Welch's Boiler Service, Inc,  
6060 Isleta Blvd S.W.  
Albuquerque, NM 87105  
505-877-0356

To: (BT) 0000046206  
Yearout Mechanical, LLC  
Dba Welch's Boiler Service  
8501 Washington NE  
Albuquerque, NM 87113  
505-884-0994

3. Remove the following requirements of the Price Agreement on Page 13. There will be no further project limits or price agreement limits or requirements on reporting.

Compensation Caps:

The total cost of each project, including applicable gross receipts tax, shall not exceed Four Million Dollars (\$4,000,000.00). This cap includes all change orders associated with the project.

The total cap for this Statewide Price Agreement is **Twelve Million Five Hundred Thousand Dollars (\$12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

**MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES**

The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming

MS



amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars (\$12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 4/29/2022

Mark Hayden, New Mexico State Purchasing Agent

**× This Amendment was signed on behalf of the State Purchasing Agent**

**Certificate Of Completion**

Envelope Id: 95E453517BC448D0A474013D178A0C34  
 Subject: Please DocuSign: SPD SPA  
 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 5  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Mark Lujan  
 13 Bataan Blvd  
 Santa Fe, NM 87508  
 Mark.Lujan@state.nm.us  
 IP Address: 164.64.62.10

**Record Tracking**

Status: Original 4/29/2022 3:14:21 PM	Holder: Mark Lujan Mark.Lujan@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Michael Saavedra  
 Michael.Saavedra@state.nm.us  
 New Mexico General Services  
 Security Level: Email, Account Authentication (None)

**Signature**

*MS*  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to  
 Michael.Saavedra@state.nm.us  
 Using IP Address: 174.205.241.204

**Timestamp**

Sent: 4/29/2022 3:17:31 PM  
 Viewed: 4/29/2022 3:33:52 PM  
 Signed: 4/29/2022 3:34:36 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/4/2020 11:04:51 AM  
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Mark Lujan  
 mark.lujan@state.nm.us  
 New Mexico General Services  
 Security Level: Email, Account Authentication (None)

*[Handwritten Signature]*  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to mark.lujan@state.nm.us  
 Using IP Address: 164.64.62.10

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**Electronic Record and Signature Disclosure:**  
 Accepted: 6/28/2020 9:26:20 PM  
 ID: 62ac3b44-ef29-4902-bd48-b8521647a598

Valerie Paulk  
 valerie.paulk@state.nm.us  
 Signed of Behalf of State Purchasing Agent  
 New Mexico General Services  
 Signing Group: 35000 - State Purchasing Agent  
 Security Level: Email, Account Authentication (None)

*Valerie Paulk*  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to valerie.paulk@state.nm.us  
 Using IP Address: 67.0.255.220  
 Signed using mobile

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**Electronic Record and Signature Disclosure:**  
 Accepted: 5/29/2020 9:40:59 AM  
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2022 3:17:31 PM
Certified Delivered	Security Checked	4/29/2022 3:36:34 PM
Signing Complete	Security Checked	4/29/2022 3:40:26 PM
Completed	Security Checked	4/29/2022 3:40:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Signature: 

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

Signature:   
Shannon Jones (Jan 11, 2023 15:08 MST)

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