

ITEM #23-0511  
MUNIS # 3203112

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
CONSTRUCTION AGREEMENT  
ITEM# 22-0031; 22-0321**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated January 26, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and AAC Construction, LLC, (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 Master Meter Vault installation for the City;

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. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

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


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. 2 to the City of Santa Fe Construction Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

Date: Aug 14, 2023


CONTRACTOR:  
AAC Construction, LLC

 managing member  
NAME & TITLE

Date: 7-17-2023

CRS# 03-157349-00-5  
Registration #

ATTEST:


  
KRISTINE BUSTOS MIHELIC, CITY CLERK  
GB MTG 08/09/2023 XIV  
CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Jul 14, 2023 9:56 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Aug 14, 2023 17:55 MDT)  
EMILY OSTER, FINANCE DIRECTOR

5050395.572970   
Org/Obj AH

WTR1950536



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203112

Contractor: A.A.C Construction

Description: **CIP# 906 Master Meters Richards PL# WTR1950534**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒  
Term Start Date: 1/26/22 Term End Date: 06/30/22

☒ Approved by Council  
Construction Agreement Master  
Meter Installation

Date: Pending

### Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 22\*-0031

Increase/(Decrease) Amount N/A

Extend Termination Date to: 06/30/24

☒ Approved by Council

Date: Pending

### Amendment is for:

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

#22-0031 Original Contract approved by GB on 1/26/22 in the amount of \$1,041,000 RFP #/ 22/15/B

#22-0321 Amendment #1 approved by GB on 7/13/22 extending term through 6/30/23

#### 3. Procurement History:

Joanna Louisa Montano

Purchasing Officer Review:

Jul 17, 2023

Date:

Comment & Exceptions: Extending term only. No \$ affected.

#### 4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572970

Andy Hopkins

Andy Hopkins (L-17-2023 MO 10 MDT)

Budget Officer Approval:

Jul 17, 2023

Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4 271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

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

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



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

## BUSINESS REGISTRATION

**Business Name:** A.A.C. CONSTRUCTION LLC  
DBA: A.A.C. CONSTRUCTION LLC

**Business Location:** 18 LA LUNA RD  
SANTA FE, NM 87507

**Owner:** Andrew Sisneros

**License Number:** 222939

**Issued Date:** April 07, 2023

**Expiration Date:** April 07, 2024

**CRS Number:** 03-157349-00-5

**License Type:** Business License - Renewable

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

**Fees Paid:** \$10.00

A.A.C. CONSTRUCTION LLC  
18 LA LUNA RD LA LUNA  
SANTA FE , NM 87507

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest Inc. NM - CL</b> <b>4100 Osuna Road NE Suite 2-203</b> <b>Albuquerque, NM 87109</b> <b>505 262-2621</b>		<b>CONTACT NAME:</b> Sue Vance / Mollie Encee <b>PHONE (A/C, No, Ext):</b> 505 262-2621 <b>FAX (A/C, No):</b> 855 512-3881 <b>E-MAIL ADDRESS:</b> Mollie.Encee@usi.com	
<b>INSURED</b> <b>A.A.C. Construction, LLC</b> <b>18 La Luna Rd</b> <b>Santa Fe, NM 87507</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mountain States Mutual Casualty Company <b>NAIC #</b> 14648 <b>INSURER B:</b> New Mexico Mutual Casualty Company <b>40627</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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPT9557153	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA9557153	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXL9557153	01/01/2023	01/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	93890108	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Leased/Rented Equipment			CPT9557153	01/01/2023	01/01/2024	\$336,611 - Limit \$1,000 - Deductible

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Santa Fe Water Division</b> <b>801 W. San Mateo</b> <b>Santa Fe, NM 87505</b>	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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## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

The Inland Marine policy includes a Loss Payee endorsement that provides Loss Payee status to the Certificate holder as respects to the above referenced.

RE: Leased/Rented Equipment.



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Construction

Procurement Title: 22/15/B Master Meter Richards CIP 906

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 Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input 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:

*Bill Huey*

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<u>Engineer</u>	
Department Rep Printed Name (attesting that all information included)	Title	Date
 <i>JoAnn Lovato Montaño</i>	 Contracts Supervisor	 Jul 17, 2023
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 any resulting contract.

CITY OF SANTA FE  
CONSTRUCTION CONTRACT  
RICHARDS AVE EAST AND CAMPO CONEJO  
MASTER METER VAULTS, CIP # 960

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the “City,” and **A.A.C. Construction, LLC**, hereinafter referred to as the “Contractor” and is effective as of the date set forth below upon which it is executed by the Parties.

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Master Meter Vault installation Contract ITB. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

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

3) Contractor shall provide and keep at the work site, a complete “as-built” record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual “as-built” conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show “as-built” conditions, Contractor shall prepare sketches which delineate the necessary “as-built” information. City shall furnish two (2) sets of all paper “blue-line” print “approved” drawings for use in accomplishing specified mark-up. Final “as-built” drawings shall be delivered to City by Contractor upon completion of the work.

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

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work a total amount of nine hundred sixty thousand dollars (\$960,000) in (FY22). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty one thousand dollars (\$81,000) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million forty-one thousand dollars (\$1,041,000) for the term of this Agreement.

B. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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, 2022** 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 City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor 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 parties 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 of 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 570as 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 specifiedin 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 570as 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 specifiedin 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 worksbuilding project if the subcontractor's contract for work to be performed on a project is one hundredtwenty-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 fromor under this Agreement.

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

**13. Conflict of Interest: Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraph A and B of this Article 13 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 13 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 13 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:

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.

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

**16. Merger.**

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

**17. Penalties for violation of law.**

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

**18. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of

competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**20. Workers Compensation.**

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

**21. Professional Liability Insurance.**

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

**22. Other Insurance**

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

- A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees and agents as additional insureds.
- B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.
- C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the 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, NMSA 1978 et. seq., 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:  
Water Division Director  
801 W. San Mateo  
Santa Fe, NM 87505

To the Contractor:  
A.A.C. Construction, LLC  
18 La Luna Road  
Santa Fe, NM 87507

**29. Authority.**

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Jan 28, 2022

CONTRACTOR:

A.A.C. Construction, LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros  
DN: cn=Andrew Sisneros, o=A.A.C. Construction,  
LLC, ou, email=andrew@cnsr.net, c=US  
Date: 2021.11.17 04:22:22 -07'00'

NAME

Managing Member

TITLE

DATE: 11-17-2021

CRS# 03-157349-00-5

Registration # 222939

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 

**GB MTG 01/26/2022**

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 16, 2021 10:18 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970

Org/Obj

AJH  
AJH


WTR1950534

# City of Santa Fe, New Mexico

# memo

**Date:** July 12, 2023

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

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

**Via:** Jesse D. Roach, Water Division Director JR

**RE:** Request approval of Amendment #2 to the contract with AAC Construction, LLC extending the term of the contract through June 30, 2024 for the Richards Ave East and Campo Conejo Master Meter Vaults.

## **ITEM AND ISSUE:**

The Water Division requests increasing the contract term for bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 with A.A.C. Construction, LLC. from June 30, 2023 until June 30, 2024. Previously approved funding will not need to be increased, only extended.

## **BACKGROUND AND SUMMARY:**

City Council has awarded bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 with A.A.C. Construction, LLC. (AAC) in January 2022 in the amount of \$1,019,101.00 inclusive of NMGR.T.

The ITB is a contract with the Water Division issuing work orders to install Master Meter vaults between City and County water mains on Campo Conejo and Richards Avenue East. The contract is funded from Water Enterprise Fund cash balance into the Water CIP fund for FY2022.

Supply chain disruptions have affected this project. Work is proceeding, but is awaiting completion by PNM/County subcontractors.

Current expenditures on this contract are still at or below the initial contract amount. The contract funding needed for the completion of the contract term with AAC will be less than \$1, 019,101.00 inclusive of NMGR.T.

## **CONTRACT NUMBER:**

The FY23 Munis contract number:  
A.A.C Construction # 3203112.

## **FUNDING SOURCE:**

The funding source is:  
Water Enterprise Cash Balance/ CIP

**FY 2024****Fund Name/Number:** Water Enterprise Fund/ 505**Munis Org Name/Number:** Water CIP / 5050395**Munis Object Name/Number:** WIP Construction / 572970

Funding for this contract that was previously approved with the original contract, will be carried forward and available Object/ Org # 505395.572970.

**RECOMMENDATION:**

The Water Division recommends:

- Review and approval contract term extension with A.A.C Construction, LLC for the FY 23/24 Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 under ITB No. '22/15/B of \$1,019,101.00 inclusive of NMGR T through June 30, 2024.






# City of Santa Fe, New Mexico

# memo

**Date:** November 3, 2021

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

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

**Via:** Jesse D. Roach, Water Division Director 

**RE:** Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of \$1,041,000.00 including NMGR; Request approval of a BAR Budget Increase in the amount of \$1,041,000 from the Water Enterprise Fund Cash Balance.

## **ITEM AND ISSUE:**

The Water Division requests award of bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC (AAC). AAC bid \$826,960.05 to install two master meter vaults. With Allowances for Utility Relocation of \$25,000.00 and Construction Materials testing of \$25,000.00 and Electrical Service installation and RTU and SCADA not yet costed. The base bid with current allowances is \$876,960.05, estimated NMGR is \$74,837.25. The total estimated cost is \$951,797.30. The contract will need money to cover the two additional Allowances, so Water is requesting a total \$1,041,000.00 including NMGR.

## **BACKGROUND AND SUMMARY:**

The City of Santa Fe, Water Division produces and sells water to Santa Fe County. There are currently Master Meters at many of the interconnections between the City and County, but not all. There is a complicated accounting of water that is necessary to properly bill the county. With the addition of these two Master Meter Vaults, some of the accounting will be eliminated.

The initial contract period is Fiscal Year 2021-2022, with work planned to be complete by the end of June 2022, but supply chain disruptions may extend the contract time. The bid for this project was opened on November 2, 2021 and was subsequently evaluated for completeness and accuracy. The only bid in the amount of \$826,960.05 plus allowances and NMGR was submitted by A.A.C. Construction, LLC. The Water Division is planning to install two Master Meter Vaults, one just south of I-25 on Richards Avenue East and one at the intersection of Rabbit Road and Camino Mariquita.

Both the Electrical Service Allowance and RTU/SCADA Allowance have been determined yet by our engineering contractor. The Water Division estimates that the two Allowances will not be more than \$83,039.95, so the final amount after NMGR is \$1,041,000.00.

A summary of the bid from A.A.C. Construction, LLC. is provided below:

Bid Item#	Description	Quantity	Units	Unit Cost	Item Total
1	Richards Avenue East Master Meter Vault, including all piping, fittings, valves, excavation, electrical, surface improvements, applicable permits including SWPPP, cip,	1	LS	<b>\$551,306.70</b>	\$551,306.70
2	Campo Conejo Master Meter Vault, including all piping, fittings, valves, excavation, electrical, and surface improvements, applicable permits including SWPPP, cip.	1	LS	<b>\$275,653.35</b>	\$ 275,653.35
Subtotal					<b>\$ 826,960.05</b>
ALLOWANCE: <b>Electrical Service</b>					\$0.00
ALLOWANCE: <b>Utility Relocation</b>					\$25,000.00
ALLOWANCE: <b>Construction Materials Testing</b>					\$25,000.00
ALLOWANCE: <b>RTU and SCADA</b>					\$0.00
<b>Base Bid + Allowances, Subtotal</b>					\$876,960.05
New Mexico Gross Receipts Tax@ 8.4375%					\$73,993.50
<b>Total Estimated Cost</b>					<b>\$950,953.55</b>

**CONTRACT NUMBER:**

The FY22 Munis contract number: A.A.C Construction # 3203112

**FUNDING SOURCE:**

The funding source is: Water Enterprise Cash Balance/ CIP

**FY 2022**

**Fund Name/Number:** Water Enterprise Fund/ 505

**Munis Org Name/Number:** Water CIP / 5050395

**Munis Object Name/Number:** WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 505395.572970 in the amount of \$1,041,000.00 including NMGRt upon approval of the attached BAR Budget Increase.

**RECOMMENDATION:**

The Water Division recommends:

- Review and approval of award of contract to A.A.C Construction, LLC for the Richards Ave. East and Campo Conejo Master Meter Vaults, CIP # 960 under ITB No. '22/15/B for a total amount of \$1,041,000.00 inclusive of NMGRt for FY2021-22.
- Approval of the BAR – Budget Increase in the amount of \$1,041,000.00 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.
- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval at the January 3, 2022 meeting and to the Governing Body for their final consideration and approval at the January 12, 2022 meeting.



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203112

Contractor: A.A.C Construction

Description: **CIP# 906 Master Meters Richards PL# WTR1950534**

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: as approved Term End Date: 6/30/22

☒ Approved by Council Date: Pending

**Contract / Lease: Contract \$1,041,000**

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: 22/15/B

Fran D. Haway  
Fran D. Haway (Nov 29, 2021 11:34 MST)

Nov 29, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: Issuance of contract from ITB# 22/15/B-Contact exp: 6/30/22 based on year by year up to 4 years

4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572970

Andy Hopkins  
Andy Hopkins (Nov 17, 2021 15:37 MST)

Nov 17, 2021

Budget Officer Approval:

Date:

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

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

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

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



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Construction

Procurement Title: 22/15/B Master Meter Richards CIP 906

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 Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input 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>Bill Huey</i>	Engineer	
Public Utilities Dept / Water Division/Bill Huey		
Department Rep Printed Name (attesting that all information included)	Title	Date
<i>Fran Dunaway</i>	Chief Procurement Officer	Nov 29, 2021
<small>Fran Dunaway (Nov 29, 2021 11:34 MST)</small>		
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 any resulting contract.

\*



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

## BUSINESS REGISTRATION

**Business Name:** A.A.C. CONSTRUCTION LLC  
DBA: A.A.C. CONSTRUCTION LLC

**Business Location:** 18 LA LUNA RD  
SANTA FE, NM 87507

**Owner:** Andrew Sisneros

**License Number:** 222939

**Issued Date:** June 07, 2021

**Expiration Date:** June 07, 2022

**CRS Number:** 03157349-00-5

**License Type:** Business License - Renewable

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

**Fees Paid:** \$10.00

A.A.C. CONSTRUCTION LLC  
18 LA LUNA RD LA LUNA  
SANTA FE , NM 87507

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2021

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> Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	<b>CONTACT NAME:</b> Susan Vance <b>PHONE (A/C, No, Ext):</b> (505) 881-0300 <b>FAX (A/C, No):</b> (505) 881-0908 <b>E-MAIL ADDRESS:</b> svance@downeyandco.com																					
<b>INSURED</b> A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Donegal Insurance Group</td><td></td></tr><tr><td>INSURER B:</td><td>New Mexico Mutual Casualty Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Donegal Insurance Group		INSURER B:	New Mexico Mutual Casualty Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	New Mexico Mutual Casualty Company																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 2021-2022**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <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 \$ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		93890.105	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**CITY OF SANTA FE WATER DIVISION  
801 W. SAN MATEO ROAD

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

# City of Santa Fe, New Mexico


## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water/CIP	DATE 11/15/2021
---	--------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Water CIP WIP Construction Master Meters	5050395	572960	WTR1950534	1,040,000	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}

<b>JUSTIFICATION:</b> (use additional page if needed) –Attach supporting documentation/memo	\$ 1,040,000	\$ -
--	--------------	------

Budget Increase from Cash Balance in Water Enterprise Fund for contract award to  AAC Construction for Master Meters Richards Ave, CIP # 906 ITB 22/15/B	{Complete section below if BAR results in a net change to ANY Fund}												
	<table border="1" style="width: 100%;"> <tr> <th style="width: 60%;">Fund(s) Affected</th><th style="width: 40%;">Fund Balance Increase/(Decrease)</th></tr> <tr> <td>505</td><td>(1,040,000)</td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td><b>TOTAL:</b></td><td><b>(1,040,000)</b></td></tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	505	(1,040,000)							<b>TOTAL:</b>	<b>(1,040,000)</b>
Fund(s) Affected	Fund Balance Increase/(Decrease)												
505	(1,040,000)												
<b>TOTAL:</b>	<b>(1,040,000)</b>												

Maya Martinez Prepared By {print name}	11/15/2021 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andy Hopkins Andy Hopkins (Nov 17, 2021 10:42 MST)	11/17/21
 Division Director Signature {optional}	11/17/2021 Date	<b>CITY COUNCIL APPROVAL</b>  City Council Approval Date	Budget Officer	Date
 Shannon Jones (Nov 17, 2021 10:26 MST)	Department Director Signature	Agenda Item #:	Finance Director {≤ \$5,000}	Date
			City Manager {≤ \$60,000}	Date

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
CONSTRUCTION AGREEMENT  
ITEM# 22-0031**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated January 26, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and AAC Construction, LLC, (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 Master Meter Vault installation for the City.

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. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

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.

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 Construction Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Jul 14, 2022

CONTRACTOR:

AAC Construction, LLC

Andrew Sisneros

Managinmg Member

Digitally signed by Andrew Sisneros  
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC,  
ou, email=andrew@cnsf.net, c=US  
Date: 2022.05.20 13:20:10 -06'00'

NAME & TITLE

Date: 5-20-2022

CRS# 03-157349-00-5


Registration # 19-00127501

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK   
GB MTG 07/13/2022

CITY ATTORNEY'S OFFICE:



Marcos D. Martinez (May 20, 2022 08:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Alexis Lotero (Jul 14, 2022 13:39 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

5050395.572970

Org/Obj

WTR1950536



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203112

Contractor: A.A.C Construction

Description: CIP# 906 Master Meters Richards PL# WTR1950534

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒  
Term Start Date: 1/26/22 Term End Date: 6/30/23

☒ Approved by Council  
Construction Agreement Master  
Meter Installation

Date: Pending

### Contract / Lease:

Amendment #1 \_\_\_\_\_ to the Original Contract / Lease # 22 0031

Increase/(Decrease) Amount: There is no increase and no decrease

Extend Termination Date to: 6/30/23

☒ Approved by Council

Date: Pending

### Amendment is for:

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

Original Contract approved by CC on 1/26/22 in the amount of \$1,041,000

### 3. Procurement History:

Andy Hopkins

Purchasing Officer Review:

May 31, 2022

Date:

Comment & Exceptions: Extend term from 7/1/22-6/30/23

### 4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572970

Andy Hopkins

Andy Hopkins (May 25, 2022 14:43 MDT)

Budget Officer Approval:

May 25, 2022

Date:

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

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2022

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> Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	<b>CONTACT NAME:</b> Susan Vance <b>PHONE (A/C, No, Ext):</b> (505) 881-0300 <b>FAX (A/C, No):</b> (505) 881-0908 <b>E-MAIL ADDRESS:</b> svance@downeyandco.com																					
<b>INSURED</b> A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Donegal Insurance Group</td><td></td></tr><tr><td>INSURER B:</td><td>New Mexico Mutual Casualty Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Donegal Insurance Group		INSURER B:	New Mexico Mutual Casualty Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:	New Mexico Mutual Casualty Company																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 2022-2023**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPT9030765	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9030765	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXL9030765	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	93890.106	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**CITY OF SANTA FE WATER DIVISION  
801 W. SAN MATEO ROAD

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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## City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** A.A.C. CONSTRUCTION LLC  
DBA: A.A.C. CONSTRUCTION LLC

**Business Location:** 18 LA LUNA RD  
SANTA FE, NM 87507

**Owner:** Andrew Sisneros

**License Number:** 222939

**Issued Date:** June 07, 2021

**Expiration Date:** June 07, 2022

**CRS Number:** 03157349-00-5

**License Type:** Business License - Renewable

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

**Fees Paid:** \$10.00

A.A.C. CONSTRUCTION LLC  
18 LA LUNA RD LA LUNA  
SANTA FE, NM 87507

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Construction

Procurement Title: 22/15/B Master Meter Richards CIP 906

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 Bill Huey Water Division, PUD

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input 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: _____

<u>Public Utilities Dept / Water Division/Bill Huey</u>	<u>Engineer</u>	
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>John D. Huey</u>		
<small>Printed Name (May 31, 2022 11:56 AM)</small>	Chief Procurement Officer	May 31, 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 any resulting contract.



**Signature:** 

**Email:** jdroach@santafenm.gov

**Signature:**   
John Dupuis (Jul 17, 2023 13:16 MDT)

**Email:** jedupuis@santafenm.gov