



**THE CITY OF  
SANTA FE**

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**MEMORANDUM**

**DATE:** November 11, 2023

**TO:** Governing Body  
Finance Committee  
Public Works/Public Utilities Committee

**VIA:** John Dupuis, PUBLIC UTILITIES DEPARTMENT DIRECTOR JD  
MIKE DOZIER, WWM DIVISION DIRECTOR MD 02/09/2023

**FROM:** P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD FH

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**ITEM AND ISSUE**

Request for approval of a contract with AnchorBuilt, Inc. to remove and replace diffuser grid A-2 of the North Aeration Basin at the Paseo Real Wastewater Reclamation Facility, for a total cost of \$243,257.43 including New Mexico Gross Receipts Tax. (P. Fred Heerbrandt, P.E., [pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov), 505-955-4623)

**BACKGROUND & SUMMARY**

ITB# 24/39/B was issued to solicit construction services to repair the damaged diffuser grid in the North Aeration Basin. The diffusers in the basin transfer oxygen into the wastewater so that the microorganisms in the basin can process pollutants in the wastewater.

AnchorBuilt, Inc. was the only respondent to the ITB.

**RECOMMENDED ACTION**

PUD, WWM, PRWRF respectfully requests approval of the contract with AnchorBuilt, Inc. for a total of \$243,257.43.

1. Approval of a BAR for a total amount of \$243,258.00 from WWMD Enterprise Fund cash balance.

**PROCUREMENT METHOD:**

Invitation to Bid, Bid: # 24/39/B

**FUNDING SOURCE:**

WWMD Enterprise Fund /Fund 500/Cash Balance PL# WWM2050001

**BAR FUNDS TO:**

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970

**Signature:**   
John Dupuis (Nov 8, 2023 10:06 MST)  
**Email:** jedupuis@santafenm.gov

**Signature:** *Michael Dozier*  
Michael Dozier (Nov 8, 2023 10:07 MST)  
**Email:** mldozier@santafenm.gov

**Signature:** *P. Fred Heerbrandt, P.E.*  
P. Fred Heerbrandt, P.E. (Nov 8, 2023 13:48 MST)  
**Email:** pfheerbrandt@santafenm.gov

CITY OF SANTA FE  
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AnchorBuilt, 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 procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount.  
The CITY and the CONTRACTOR agree:

**1. Scope of Work**

**A. The Contractor shall perform the following work:**

- i. Replace an aeration diffuser grid in the Wastewater Management Division's (Wastewater) North Aeration Basin. The diffuser grid to be replaced is designated Grid A-2 of the North Aeration Basin. The diffuser grid assembly is a Sanitaire 9" diameter disc diffuser system incorporating 500 diffusers mounted on nine (9) diffuser legs emanating in both directions from a 12" distributor pipe spanning the basin width. The diffuser grid shall be fixed to the floor of the basin, in the same general location as the existing damaged diffuser grid, using only all stainless-steel fasteners and anchors, as supplied by Sanitaire. The contractor shall supply and install the new diffuser grid. Wastewater staff shall divert flow from the North Aeration Basin, drain the basin, and clean and remove any residual sludge to allow work in the basin. Prior to restoring the basin to service, the contractor shall also inspect all diffuser grid anchors and fasteners within the North Aeration Basin for corrosion, as evidence of the use of a carbon steel fastener or poor-quality stainless steel. Any corroded fasteners discovered shall be replaced by an equivalent stainless-steel fastener.
- ii. The diffuser system installed shall be a Xylem – Sanitaire Silver Series II fine bubble diffuser system, complete with distribution piping, diffuser manifolds, diffuser holders, base plates, membrane discs, retainer rings, stainless-steel guide supports, stainless-steel anchors, continuous purge system, and stainless-steel clamp coupling. The Sanitaire Aeration Components of one (1) total grid consists of:
  - 1 – 12" 304 SS JCM coupling to lower dropleg (Existing SS upper dropleg to be reused)
  - 1 – 12" Schedule 80 PVC manifold
  - 9 – 4" Sewer size SDR33.5 PVC air distributors

- 639 – 9” SSII membrane disc diffusers
  - 304SS supports
  - 100 – additional 304SS guide supports as requested
- iii. No substitutions shall be allowed as this grid is part of a larger overall Sanitaire Silver Series II aeration system. Additional information, including the aeration system diffuser grid components from Sanitaire, which includes all components needing installation, is provided in Appendix A.

**B. Wage Rates:**

All work covered by this Invitation to Bid shall be in accordance with applicable City and state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

The wage rate decision, # SF-23-2332-A by the Public Works minimum Wage Act is for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule.

The Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. Wastewater may reject any bid that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

**C. Bonding:**

At time of award, a one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico shall be required of the Contractor. Said bonds must be provided to Wastewater.

**D. Other:**

- i. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ). All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards. Any work involving disconnect or switching of electrical service to a work area shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to “Lockout/Tagout” procedures for hazardous energy.
- ii. All material shall be new and of the highest quality available for the type of work being performed. If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.
- iii. Furnishing of submittal data for any/all new equipment and materials as well as O&M’s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training



will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

- iv. Wastewater reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services. Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on Wastewater's property, will be prosecuted.

**E. Contractor:**

- i. Safety shall be of main concern and enforced by the Contractor on site and will be periodically inspected by the City's qualified safety personnel. The Contractor shall comply with all local, state, and federal laws governing safety, health, and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. Wastewater shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of Wastewater in connection with the performance of the work covered by this Agreement.
- ii. All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.
- iii. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.
- iv. The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by it's employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.
- v. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

- vi. The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of Wastewater to not interfere with the daily operations of Wastewater or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater.

**F. Clean Up and Storage:**

- i. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Wastewater's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets.
- ii. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, and surplus materials and shall then thoroughly clean the premises and the site to Wastewater's satisfaction.
- iii. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- iv. Storage of materials and construction equipment shall be coordinated with Wastewater.
- v. All hazardous and non-hazardous constructions debris shall be removed from the work areas and disposed of at an approved waste disposal site.

**G. Change Orders:**

Any change orders, as per Section 15 – Change orders, will require a Task Order with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by Wastewater. Preventative measures shall be taken by both the contractor and Wastewater prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

**H. Inspection of Work:**

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- i. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- ii. The Contractor shall provide and maintain an inspection system acceptable to

Wastewater covering the services under the Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Wastewater during the term of performance of the Work and for as long thereafter as required.

- iii. Wastewater has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. Wastewater shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- iv. If Wastewater performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- v. If any part of the services does not conform with the requirements, Wastewater may require the Contractor to re-perform the services in conformity with the requirements at no increase in Contract price. When the defects in services cannot be corrected by re-performance, Wastewater may:
  - a) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
  - b) reduce the Purchase Order price to reflect the reduced value of the services performed.
- vi. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, Wastewater may:
  - a) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by Wastewater that is directly related to the performance of such service; or
  - b) cancel the Purchase Order for default.

*THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE WASTEWATER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/AGREEMENT.*

**I. Suspension, Delay, or Interruption of Work:**

- i. Wastewater may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as Wastewater may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. The Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.
- ii. If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with

any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract price.

**J. Permits and Fees:**

- i. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- iii. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to Wastewater upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. The Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Wastewater as soon as it is obtained.

**K. Schedule, Progress Meetings and Reports:**

- i. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Wastewater's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- ii. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to Wastewater.
- iii. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues, and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

- iv. The Contractor shall prepare a daily report each day the Contractor or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. Wastewater may request copies at any time. The reports may include:
  - a) report date and who prepared the report;
  - b) weather conditions – low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
  - c) companies present by name and their number of workers, work location, total man hours that day for each company;
  - d) equipment – type, source, units of work done, location of work, hour meter reading;
  - e) material brought to site – description, units, quantity, quality, location, time;
  - f) visitors to site – name, company, time;
  - g) safety concerns – company, contact, noticed by, work activity, safety issue, requirement, outcome: and
  - h) quality assurance and control – company, description of issue, specification section, issued by.

**L. Close-out Requirements:**

- i. The Contractor shall submit to Wastewater a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.
- ii. Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:
  - a) Work associated with Punch List(s);
  - b) Testing, balance, or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
  - c) One hard copy and one electronic copy in .pdf format of final approved test, balance, or performance report(s) complete with directory of contents submitted to Wastewater;
  - d) As-Built drawings delivered in AutoCAD or electronic format;
  - e) Written certification signed by Wastewater of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by Wastewater;
  - f) Delivery of all warranties required by the Work;
  - g) All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
  - h) Completed Operations Liability insurance policy certificate, if applicable;
  - i) Training of staff on all applicable building systems;

- j) All Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k) Utility transfer to Wastewater;
- l) Operations and Maintenance Manuals;
- m) A certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

**M. Warranty:**

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Contract for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. The Contractor must pass on to Wastewater warranties of replaced roofs and equipment offered by the manufacturer.

**N. Materials and Parts:**

- i. Contractor shall submit billings, based on actual Contractor costs for materials. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Wastewater Management Division for which the work was provided.
- ii. The Wastewater Management Division requires that all materials be new and of the highest quality and at the best attainable price available for the type of work being performed.
- iii. No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the Wastewater Management Division's approval.

**2. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed \$243,257.43, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Item	Approx. Qty.	UOM	Article and Description	AnchorBuilt
1	1	Lump Sum	Installation of the diffuser grid in the North Aeration Basin	\$136,372.00
2	1	Lump Sum	Inspection of all diffuser fasteners within the North Aeration Basin, Replacement as needed	\$15,000.00



3	1	Lump Sum	Lot of Sanitaire Aeration Components supplied by Xylem/Sanitaire	\$73,476.00
4	2	Disc	Parts or materials, discount off price list	0%
			<b>Subtotal</b>	\$224,848.00
5	1	Lump Sum	NMGRT	\$18,409.43
			<b>Total</b>	\$243,257.43

**The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed \$243,257.43. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract 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 twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. .

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

### 3. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall be for one (1) year from date of final signature. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### **4. Termination**

- A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Notice; City Opportunity to Cure.
- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  - 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. 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.

#### **5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 construction 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

#### **10. Release**

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

#### **11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract 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 Contract, 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) Contract compensation, as outlined in Article 2; or
- 5) Contract 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 Contract, and become binding as a part of the original Contract.

#### **16. Merger**

This Contract 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 contract.

All terms and conditions of the ITB # 24/39/B, Diffuser Grid Replacement and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

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

NMSA 1978, sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **19. Applicable Law**



The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

#### **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 Contract may be terminated by the City.

#### **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

#### **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract 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 Contract, 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 Contract. 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 Contract 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 Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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:  
P. Fred Heerbrandt, P. E.  
73 Paseo Rael  
Santa Fe, NM 87507  
505-955-4623  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

To the Contractor:

Ray Zamora  
AnchorBuilt, Inc.  
P.O. Box 27688  
Albuquerque, NM 87125  
Ray.zamora@anchorbuilt.com

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract 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. 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.

**32. 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.

**33. General and Special Provisions**

A. Terms used in this Contract 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 comply with the law.

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

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 Contract 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 Contract.

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 Contract 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 Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

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

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, 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. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

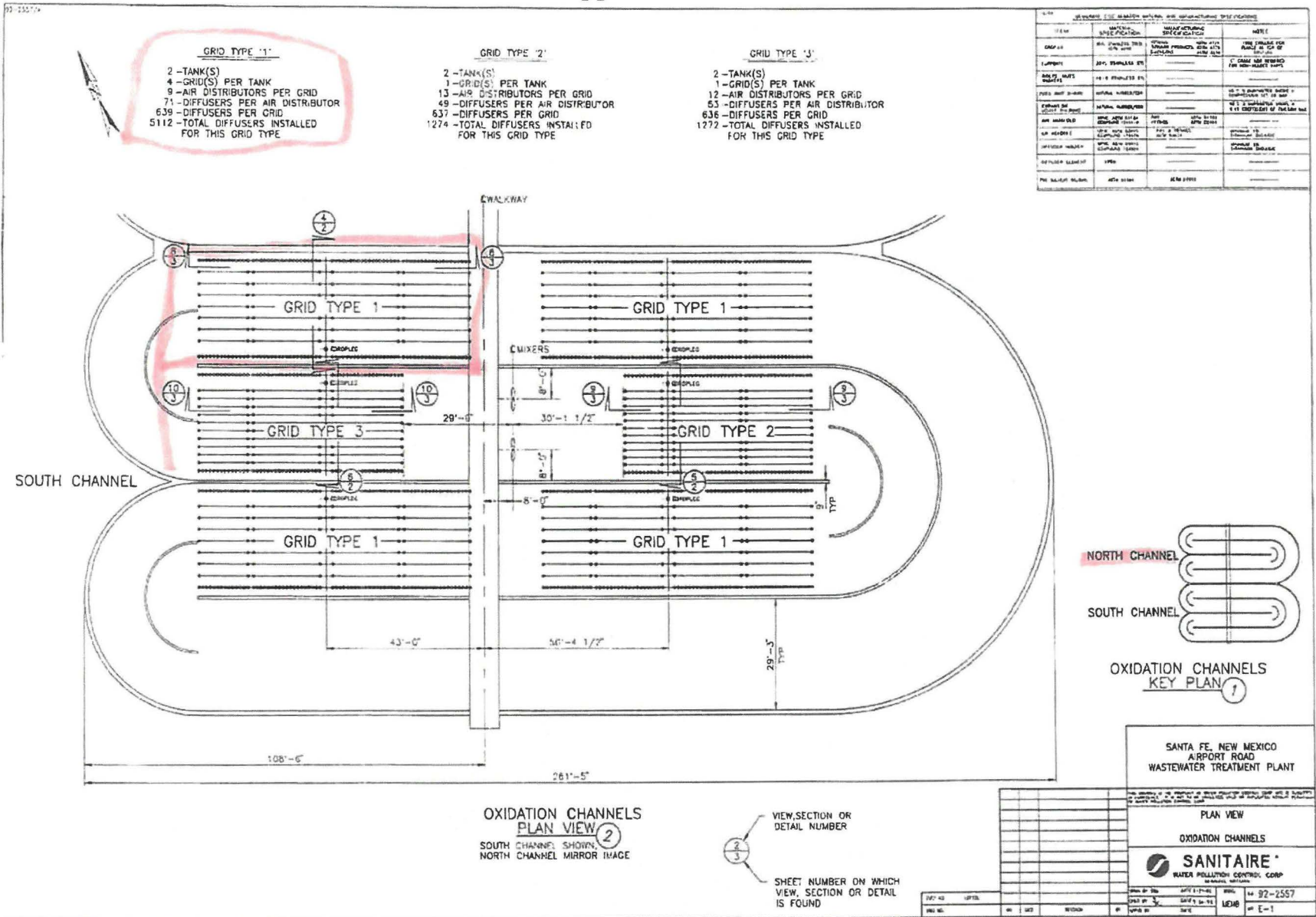
trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. 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.

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

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


# Appendix A





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

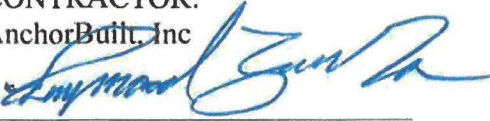
CITY OF SANTA FE:

  
Alan Webber (Feb 1, 2024 12:55 MST)

ALAN WEBBER, CITY MAYOR

DATE: Feb 1, 2024

CONTRACTOR:  
AnchorBuilt, Inc



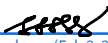
RAY ZAMORA

PRESIDENT  
TITLE

DATE: 11-21-2023  
CRS#: 02-387068-00-0

Registration #: 233970

ATTEST:

  
Geraldyn Cardenas (Feb 2, 2024 08:46 MST)

GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 01/31/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Nov 15, 2023 16:33 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Jan 14, 2024 10:45 MST)

FINANCE DIRECTOR AH  
5000375/572970 AH  
Org. Name/Org#



Bid Tab

CITY OF SANTA FE PURCHASING OFFICE 200 Lincoln Ave Room 122 Santa Fe, NM 87505 Travis Dutton-Leyda, CPO				
DATE: 11/02/2023 BID NUMBER: 24/39/B PREPARED BY: Kathy Sanchez				
Item	Approx. Qty.	UOM	Article and Description	AnchorBuilt
1	1	Lump Sum	Installation of the diffuser grid in the North Aeration Basin	\$136,372.00
2	1	Lump Sum	Inspection of all diffuser fasteners within the North Aeration Basin, Replacement as needed	\$15,000.00
3	1	Lump Sum	Lot of Sanitaire Aeration Components supplied by Xylem/Sanitaire	\$73,476.00
4	2	Disc	Parts or materials, discount off price list	0%
			<b>Subtotal</b>	\$224,848.00
5	1	Lump Sum	NMGRT	\$18,409.43
			<b>Total</b>	\$243,257.43

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 100138494

AIA Document A311

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: that

ANCHORBUILT, INC.

P.O. Box 27688, Albuquerque, New Mexico 87125

as Principal, hereinafter called Contractor, and,

MERCHANTS NATIONAL BONDING, INC.

4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109

as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF SANTA FE

P.O. Box 909, Santa Fe, New Mexico 87504-0909

as Obligee, hereinafter called Owner, in the amount of

TWO HUNDRED FORTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 43/100---  
Dollars (\$243,257.43 ) ,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated NOVEMBER 20, 2023 , entered into a contract with Owner for

DIFFUSER REPLACEMENT PROJECT, ITB #24/39/B

in accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

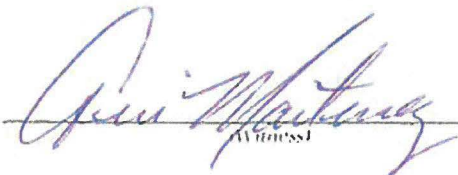
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

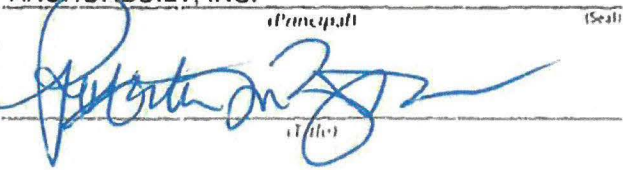
defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

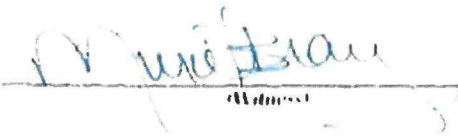
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

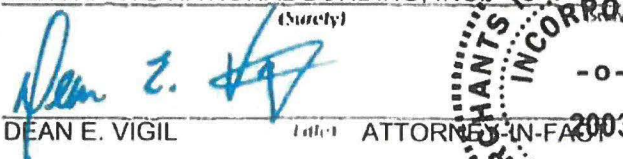
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 20TH day of NOVEMBER 2003

  
Witness

ANCHORBUILT, INC.  
  
Principal (Seal)

  
Witness

MERCHANTS NATIONAL BONDING, INC.  
  
Dean E. Vigil Attorney-in-Fact



# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 100138494

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

ANCHORBUILT, INC.

P.O. Box 27688, Albuquerque, New Mexico 87125

as Principal, hereinafter called Principal, and,

MERCHANTS NATIONAL BONDING, INC.

4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109

as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF SANTA FE

P.O. Box 909, Santa Fe, New Mexico 87504-0909

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of TWO HUNDRED FORTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 43/100---  
Dollars (\$ 243,257.43 ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated NOVEMBER 20, 2023 , entered into a contract with Owner for

DIFFUSER REPLACEMENT PROJECT, ITB #24/39/B

in accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

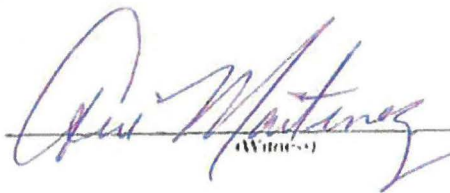
accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

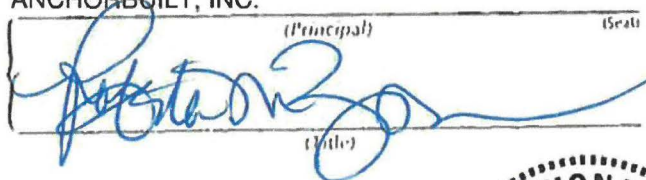
b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere

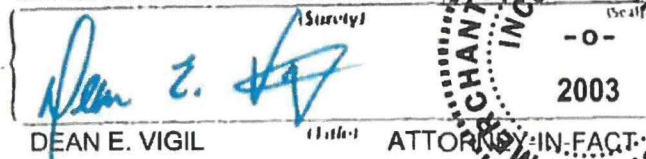
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this                      20TH                      day of                      NOVEMBER    2023

  
 \_\_\_\_\_  
 (Witness)

ANCHORBUILT, INC.    (Seal)  
 \_\_\_\_\_  
 (Principal)  
  
 \_\_\_\_\_  
 (Title)

  
 \_\_\_\_\_  
 (Witness)

MERCHANTS NATIONAL BONDING, INC.    (Seal)  
 \_\_\_\_\_  
 (Surety)  
  
 \_\_\_\_\_  
 (Title)  
 DEAN E. VIGIL    ATTORNEY-IN-FACT.



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bart H Kinney III; Carl S Conlee III; Dean E Vigil; James D Zanios; Muriel Bray; Susan J Vance

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

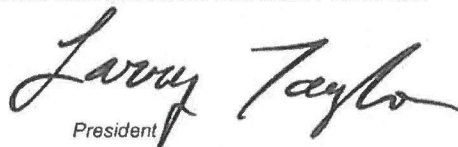
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of December, 2022.

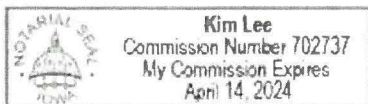


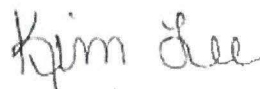
**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of November, 2023.



  
Secretary



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/08/2023

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> USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	CONTACT NAME: <b>Dean Vigil / Tina Jojola</b>
	PHONE (A/C, No, Ext): <b>505 262-2621</b> FAX (A/C, No): <b>855-512-3881</b> E-MAIL ADDRESS: <b>Tina.Jojola@usi.com</b>
<b>INSURED</b> AnchorBuilt, Inc. P.O. Box 27688 Albuquerque, NM 87125-7688	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Continental Insurance Company</b> <b>35289</b>
	INSURER B : <b>Builders Trust of New Mexico</b> <b>99999</b>
	INSURER C : <b>Valley Forge Insurance Company</b> <b>20508</b>
	INSURER D :
	INSURER E :

**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	COMMERCIAL GENERAL LIABILITY <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:	X	X	6080684959	03/10/2023	03/10/2024	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$15,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	X	X	6080684962	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			6080684976	03/10/2023	03/10/2024	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000 \$
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	WC1000003908	03/10/2023	03/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$2,000,000 E.L. DISEASE - EA EMPLOYEE      \$2,000,000 E.L. DISEASE - POLICY LIMIT      \$2,000,000
A	Stored Materials			6080684959	03/10/2023	03/10/2024	Limit - \$750,000 Deductible - \$2,500 Temp Storage - \$300,000

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 on behalf of the named insured.  
 The General Liability, Automobile and Workers' Compensation policies provide a Blanket Waiver of (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of Santa Fe 2651 Siringo Road, Building E Santa Fe, NM 87505	<b>CANCELLATION</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)

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.

## HEERBRANDT, PAUL F.

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**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Wednesday, April 26, 2023 1:39 PM  
**To:** HEERBRANDT, PAUL F.; DUTTON-LEYDA, TRAVIS K.; GUNTER, RAYMOND S.; LOVATO, JOANN D.; SANCHEZ, KATHY S.; TAPIA, JIMMY P.  
**Subject:** RE: Replacement of an Aeration Diffuser Grid - 23/71/B

Hi Fred,

Thanks for adding it to the body of the email!

The scope of work as written is GENERAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

- While this scope of work has been determined to be general services, please check with Horizons ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)). The scope of work must be offered to Horizons for their right of first refusal.
- Please ensure that the appropriate templates and forms are used. [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1).
- Please keep this as part of the procurement file for future reference.
- If your request includes any IT components, send it to [Workorders@santafenm.gov](mailto:Workorders@santafenm.gov) to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
- Figure out your funding source. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the [Statewide Price Agreements](#) page to determine whether any of the agreements are applicable to this request.

Thank you for submitting this scope of work for review.

Regards,

Travis Dutton-Leyda – CPO  
Purchasing Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



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**From:** HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>  
**Sent:** Wednesday, April 26, 2023 9:24 AM  
**To:** Purchasing ITB <purchasing\_itb@santafenm.gov>  
**Subject:** Replacement of an Aeration Diffuser Grid - 23/71/B

**I am requesting a determination on the following scope of work proposed for an ITB.**

**Thank you,  
Fred**

#### **SPECIFICATIONS:**

The City of Santa Fe, Public Utilities Department, Wastewater Management Division is seeking bids for the replacement of an aeration diffuser grid in our North Aeration Basin. The diffuser grid to be replaced is designated Grid A-2 of the North Aeration Basin. The diffuser grid assembly is a Sanitaire 9” diameter disc diffuser system incorporating 500 diffusers mounted on nine (9) diffuser legs emanating in both directions from a 12” distributor pipe spanning the basin width. The diffuser grid shall be fixed to the floor of the basin, in the same general location as the existing damaged diffuser grid, using only all stainless steel fasteners and anchors, as supplied by Sanitaire. The selected contractor shall supply and install the new diffuser grid. Wastewater Management staff shall divert flow from the North Aeration Basin, drain the basin, and clean and remove any residual sludge to allow work in the basin. Prior to restoring the basin to service, the selected contractor shall also inspect all diffuser grid anchors and fasteners for corrosion, as evidence of the use of a carbon steel fastener or poor-quality stainless steel. Any corroded fasteners discovered shall be replaced by an equivalent stainless steel fastener.

The diffuser system installed shall be a Xylem – Sanitaire Silver Series II fine bubble diffuser system, complete with distribution piping, diffuser manifolds, diffuser holders, base plates, membrane discs, retainer rings, stainless steel guide supports, stainless steel anchors, continuous purge system, and stainless steel clamp coupling. No substitutions shall be allowed as this grid is part of a larger overall Sanitaire Silver Series II aeration system. Additional information, including the original aeration system submittal materials from the

1009 installation and a list of diffuser grid components from Sanitaire, which includes all components needing installation, in Appendix A.

**Wage Rates:**

All work covered by this Invitation to Bid shall be in accordance with applicable City and state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us> The Wastewater Management Division will request a wage rate determination from the DWS.

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. The Wastewater Management Division may reject any bid that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

**Bonding:**

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico shall be required of the Contractor. Said bonds must be provided to the Wastewater Management Division.

**Other:**

The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

All material shall be new and of the highest quality available for the type of work being performed.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications.

The Contractor may NOT add markups for the materials purchased.

The Wastewater Management Division reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the Wastewater Management Division feel it is in its best interest to provide these extraordinary security services.

The Wastewater Management Division reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on the Wastewater Management Division's property, will be prosecuted.

**Contractor:**

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site and will be periodically inspected by the City's qualified safety personnel. The Contractor shall comply with all local, state, and federal laws governing safety, health, and



sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Wastewater Management Division shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the Wastewater Management Division in connection with the performance of the work covered by this Agreement.

Any work involving disconnect or switching of electrical service to a work area shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

The contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools, and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Wastewater Management Division to not interfere with the daily operations of the Wastewater Management Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater Management Division.

- Clean Up and Storage:** A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The Wastewater Management Division's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets.
- B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, and surplus materials and shall then thoroughly clean the premises and the site to Wastewater Management Division's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Wastewater Management Division.

All hazardous and non-hazardous constructions debris shall be removed from the work areas and disposed of at an approved waste disposal site.

**Change Orders:**



Any change orders to the project scope will require a Task Order with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Wastewater Management Division. Preventative measures shall be taken by both the contractor and Wastewater Management Division prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

#### **Other Construction Related Terms and Conditions:**

##### **Mediation:**

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

##### **Inspection of Work:**

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Wastewater Management Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Wastewater Management Division or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
- C. The Wastewater Management Division has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Wastewater Management Division shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Wastewater Management Division performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services does not conform with the requirements, the Wastewater Management Division may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Wastewater Management Division may:
  - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
  - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Wastewater Management Division may:
  - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Wastewater Management Division that is directly related to the performance of such service; or
  - (2) cancel the Purchase Order for default.

*THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE WASTEWATER MANAGEMENT DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/AGREEMENT.*

##### **Suspension, Delay, or Interruption of Work:**

The Wastewater Management Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Wastewater Management Division may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. The contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.



If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract price.

**Permits and Fees:**

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Wastewater Management Division upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. The Contractor shall deliver a photocopy of the Building Permit to the Design Professional and the Wastewater Management Division as soon as it is obtained.

**Schedule, Progress Meetings and Reports:**

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Wastewater Management Division's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Wastewater Management Division.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues, and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a daily report each day the Contractor or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Wastewater Management Division may request copies at any time. The reports may include:
  - 1. report date and who prepared the report;
  - 2. weather conditions – low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
  - 3. companies present by name and their number of workers, work location, total man hours that day for each company;
  - 4. equipment – type, source, units of work done, location of work, hour meter reading;
  - 5. material brought to site – description, units, quantity, quality, location, time;
  - 6. visitors to site – name, company, time;
  - 7. safety concerns – company, contact, noticed by, work activity, safety issue, requirement, outcome: and
  - 8. quality assurance and control – company, description of issue, specification section, issued by.

**Close-out Requirements:**

The Contractor shall submit to the Wastewater Management Division a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. testing, balance, or performance operations complete and in agreement that associated work is in

- compliance with the Contract Documents;
- c. one hard copy and one electronic copy in .pdf format of final approved test, balance, or performance report(s) complete with directory of contents submitted to the Wastewater Management Division;
  - d. as-Built drawings delivered in AutoCAD or electronic format;
  - e. written certification signed by the Wastewater Management Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Wastewater Management Division;
  - f. delivery of all warranties required by the Work;
  - g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
  - h. completed Operations Liability insurance policy certificate, if applicable;
  - i. training of staff on all applicable building systems;
  - j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
  - k. utility transfer to the Wastewater Management Division;
  - l. Operations and Maintenance Manuals;
  - m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

**Warranty:**

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the Wastewater Management Division warranties of replaced roofs and equipment offered by the manufacturer.

**Materials and Parts:**

Contractor shall submit billings, based on actual Contractor costs for materials. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Wastewater Management Division for which the work was provided.

The Wastewater Management Division requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet “LEED” certification may be permitted with the Wastewater Management Division’s approval.

P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe  
505-955-4623  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)





**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [HEERBRANDT, PAUL F.](#)  
**Subject:** RE: FW: Replacement of an Aeration Diffuser Grid - 23/71/B  
**Date:** Wednesday, April 26, 2023 3:35:05 PM  
**Attachments:** [image001.png](#)  
[image002.jpg](#)

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Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



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**From:** HEERBRANDT, PAUL F. <[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)>  
**Sent:** Wednesday, April 26, 2023 3:28 PM  
**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Subject:** FW: FW: Replacement of an Aeration Diffuser Grid - 23/71/B

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**From:** Matt Loehman <[mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)>  
**Sent:** Wednesday, April 26, 2023 3:16 PM  
**To:** HEERBRANDT, PAUL F. <[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)>  
**Subject:** Re: FW: Replacement of an Aeration Diffuser Grid - 23/71/B

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Paul,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

**Horizons of New Mexico**  
6121 Indian School Rd. NE, Suite 102  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Apr 26, 2023 at 2:40 PM HEERBRANDT, PAUL F. <[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)> wrote:

Matt,

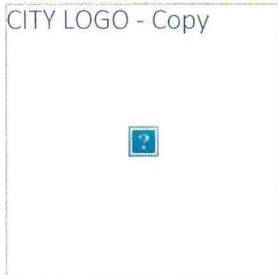
We are forwarding you this scope of work to determine if it is of interest. We forwarded this scope previously as an attachment to an email and was asked to resubmit with the scope in the body of the email. The scope of work is below.

Thank you for your cooperation.

Fred

P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe  
505-955-4623  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

CITY LOGO - Copy



**From:** HEERBRANDT, PAUL F.

**Sent:** Wednesday, April 26, 2023 9:24 AM

**To:** Purchasing ITB <[purchasing\\_itb@santafenm.gov](mailto:purchasing_itb@santafenm.gov)>

**Subject:** Replacement of an Aeration Diffuser Grid - 23/71/B

**I am requesting a determination on the following scope of work proposed for an ITB.  
Thank you,  
Fred**

### **SPECIFICATIONS:**

The City of Santa Fe, Public Utilities Department, Wastewater Management Division is seeking bids for the replacement of an aeration diffuser grid in our North Aeration Basin. The diffuser grid to be replaced is designated Grid A-2 of the North Aeration Basin. The diffuser grid assembly is a Sanitaire 9" diameter disc diffuser system incorporating 500 diffusers mounted on nine (9) diffuser legs emanating in both directions from a 12" distributor pipe spanning the basin width. The diffuser grid shall be fixed to the floor of the basin, in the same general location as the existing damaged diffuser grid, using only all stainless steel fasteners and anchors, as supplied by Sanitaire. The selected contractor shall supply and install the new diffuser grid. Wastewater Management staff shall divert flow from the North Aeration Basin, drain the basin, and clean and remove any residual sludge to allow work in the basin. Prior to restoring the basin to service, the selected contractor shall also inspect all diffuser grid anchors and fasteners for corrosion, as evidence of the use of a carbon steel fastener or poor-quality stainless steel. Any corroded fasteners discovered shall be replaced by an equivalent stainless steel fastener.

The diffuser system installed shall be a Xylem – Sanitaire Silver Series II fine bubble diffuser system, complete with distribution piping, diffuser manifolds, diffuser holders, base plates, membrane discs, retainer rings, stainless steel guide supports, stainless steel anchors, continuous purge system, and stainless steel clamp coupling. No substitutions shall be allowed as this grid is part of a larger overall Sanitaire Silver Series II aeration system. Additional information, including the original aeration system submittal materials from the 1009 installation and a list of diffuser grid components from Sanitaire, which includes all components needing installation, in Appendix A.

### **Wage Rates:**

All work covered by this Invitation to Bid shall be in accordance with applicable City and state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us> The Wastewater Management Division will request a wage rate determination from the DWS.

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. The Wastewater Management Division may reject any bid that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.



**Bonding:**

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico shall be required of the Contractor. Said bonds must be provided to the Wastewater Management Division.

**Other:**

The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

All material shall be new and of the highest quality available for the type of work being performed.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications.

The Contractor may NOT add markups for the materials purchased.

The Wastewater Management Division reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the Wastewater Management Division feel it is in its best interest to provide these extraordinary security services.

The Wastewater Management Division reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on the Wastewater Management Division's property, will be prosecuted.

**Contractor:**

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site and will be periodically inspected by the City's qualified safety personnel. The Contractor shall comply with all local, state, and federal laws governing safety, health, and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Wastewater Management Division shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the Wastewater Management Division in connection with the performance of the work covered by this Agreement.

Any work involving disconnect or switching of electrical service to a work area shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to

“Lockout/Tagout” procedures for hazardous energy.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

The contractor’s price shall include labor costs, permits, overhead, profit, insurance, equipment, tools, and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Furnishing of submittal data for any/all new equipment and materials as well as O&M’s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City’s Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor’s work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Wastewater Management Division to not interfere with the daily operations of the Wastewater Management Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater Management Division.

**Clean Up and Storage:** A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The Wastewater Management Division’s trash receptacles will not be used by the Contractor. Sanitary facilities will “not” be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets.

B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, and surplus materials and shall then thoroughly clean the premises and the site to Wastewater Management Division 's satisfaction.

C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

D. Storage of materials and construction equipment shall be coordinated with the Wastewater Management Division.

All hazardous and non-hazardous constructions debris shall be removed from the work areas and disposed of at an approved waste disposal site.

**Change Orders:**

Any change orders to the project scope will require a Task Order with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional



services were needed when the original quote was provided. Change orders shall be managed closely by the Wastewater Management Division. Preventative measures shall be taken by both the contractor and Wastewater Management Division prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

**Other Construction Related Terms and Conditions:**

**Mediation:**

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

**Inspection of Work:**

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Wastewater Management Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Wastewater Management Division or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.

C. The Wastewater Management Division has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Wastewater Management Division shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Wastewater Management Division performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements, the Wastewater Management Division may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Wastewater Management Division may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and

(2) reduce the Purchase Order price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future

performance in conformity with the requirements, the Wastewater Management Division may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Wastewater Management Division that is directly related to the performance of such service; or

(2) cancel the Purchase Order for default.

*THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE WASTEWATER MANAGEMENT DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/AGREEMENT.*

**Suspension, Delay, or Interruption of Work:**

The Wastewater Management Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Wastewater Management Division may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. The contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract price.

**Permits and Fees:**

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Wastewater Management Division upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. The Contractor shall deliver a photocopy of the Building Permit to the Design Professional and the Wastewater Management Division as soon as it is obtained.

**Schedule, Progress Meetings and Reports:**

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Wastewater Management Division's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Wastewater Management Division.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues, and current progress. The Contractor shall keep any meeting minutes as needed.

Progress schedules shall be updated regularly. A three week look-ahead schedule should be



presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a daily report each day the Contractor or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Wastewater Management Division may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions – low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment – type, source, units of work done, location of work, hour meter reading;
5. material brought to site – description, units, quantity, quality, location, time;
6. visitors to site – name, company, time;
7. safety concerns – company, contact, noticed by, work activity, safety issue, requirement, outcome: and
8. quality assurance and control – company, description of issue, specification section, issued by.

**Close-out Requirements:**

The Contractor shall submit to the Wastewater Management Division a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. testing, balance, or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. one hard copy and one electronic copy in .pdf format of final approved test, balance, or performance report(s) complete with directory of contents submitted to the Wastewater Management Division;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by the Wastewater Management Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Wastewater Management Division;
- f. delivery of all warranties required by the Work;
- g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to the Wastewater Management Division;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of

Surety.

**Warranty:**

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the Wastewater Management Division warranties of replaced roofs and equipment offered by the manufacturer.

**Materials and Parts:**

Contractor shall submit billings, based on actual Contractor costs for materials. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Wastewater Management Division for which the work was provided.

The Wastewater Management Division requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the Wastewater Management Division's approval.

P. Fred Heerbrandt, P.E.  
Engineer Supervisor Wastewater  
City of Santa Fe  
505-955-4623  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

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Log # <i>{Finance use only}</i> :	
Journal # <i>{Finance use only}</i> :	

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
Public Utilities Department/Wastewater Management Division					11/22/2023	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Diffuser Replacement Project	5000375	572970		243,258		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
			WWM 2050001			

**JUSTIFICATION:** *(use additional page if needed)*  
 --Attach supporting documentation/memo

Budget increase from Cash Balance in WWMD Enterprise Fund to Fund the project to replace a broken diffuser grid in the North Aeration Basin.	\$ 243,258	\$ -
<i>{Complete section below if BAR results in a net change to ANY Fund}</i>		
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	500	(243,258)
<b>TOTAL:</b>		<b>(243,258)</b>

P. Fred Heerbrandt, P.E. Prepared By <i>{print name}</i>	11/22/2023 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Andy Hopkins</u> Budget Officer Andy Hopkins (Jan 11, 2024 16:29 MST)	Jan 11, 2024 Date
John D. Lewis (Nov 22, 2023 09:30 MST)	Nov 22, 2023 Date	<b>CITY COUNCIL APPROVAL</b>	<u>Emily K. Oster</u> Finance Director <i>{≤ \$5,000}</i> Emily K. Oster (Jan 14, 2024 10:45 MST)	Jan 14, 2024 Date
Division Director Signature <i>{optional}</i>	Date	City Council Approval Date	<u>John Blair</u> City Manager <i>{≤ \$60,000}</i> John Blair (Jan 16, 2024 14:24 MST)	Jan 16, 2024 Date
Department Director Signature	Date	Agenda Item #:		Date



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: \_\_\_\_\_ Procurement # (RFP/ITB# If any): ITB 24-39-B

Contractor: AnchorBuilt, Inc.

Procurement Method: Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt

Description/Title: Diffuser Grid Repacement Project

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: When Approved Term End Date: One Year Total Contract Amount: \$243,257.43

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease: \_\_\_\_\_

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

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

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

#### 3. Procurement History: ITB 24-39-B

Johann Lovato Montano

Purchasing Officer Review: \_\_\_\_\_

Jan 12, 2024

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

Comment & Exceptions: Procured via formal solicitation (ITB)

#### 4. Funding Source: WWMD Enterprise Fund/Fund 500/Cash Balance PL# WWMD2050001

Andy Hopkins  
Andy Hopkins (Jan 11, 2024 16:29 MST)

Budget Officer Approval: \_\_\_\_\_

Org / Object: 5000375/572970

Jan 11, 2024

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

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

#### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_

Date \_\_\_\_\_

Staff Contact who Completed This Form: HEERBRANDT, PAUL F.

Phone #: \_\_\_\_\_

To be recorded by City Clerk: \_\_\_\_\_

Email: pfheerbrandt@santafenm.gov

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

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

ITT Representative (attesting that all information is reviewed)

Title

Date



# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** AnchorBuilt, Inc.

**Procurement/contract Title:** Diffuser Grid Replacement Project

**Procurement Method:**  Sole Source  State Price Agreement/Existing  Cooperative

Request For Proposals(RFP)  Invitation To Bid (ITB)  Exempt: 13-1-98

Small Purchase (Contract Under \$60,000)  Other: \_\_\_\_\_

Requesting Department: Public Utilities Staff Name: P. Fred Heerbrandt, P.E.

**Procurement Requirements:**

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING**

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP (include ECR)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>BAR</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other: _____</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Business Registration (always)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

P. Fred Heerbrandt, P.E.  
Department Point of Contact

John D. Luis (Nov 22, 2023 09:30 MST)  
Department Director

JoAnn Levato Montaño  
Chief Procurement Officer

\_\_\_\_\_  
ITT Representative

Engineer Supervisor November 22, 2023  
Title Date

Nov 22, 2023  
Date

\_\_\_\_\_  
Date

Jan 12, 2024  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Date



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

## BUSINESS REGISTRATION

**Business Name:** ANCHORBUILT INC  
DBA: ANCHORBUILT INC

**Business Location:** 104 SIN NOMBRE COURT NE  
ALBUQUERQUE, NM 87113

**Owner:** ANCHORBUILT INC.

**License Number:** 233970

**Issued Date:** December 04, 2023

**Expiration Date:** December 04, 2024

**CRS Number:** 02-387068-00-0

**License Type:** Business License - Renewable

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

**Fees Paid:** \$10.00

ANCHORBUILT INC  
PO BOX 27688  
ALBUQUERQUE, NM 87125

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**