



**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING OF 11/4/15**

**ISSUE NO. 11**

Request for approval of Award of Bid No. '16/02/B for the Camino Capitan, Vereda Rodiando, Paseo de Tularosa, Paseo de Canto Water Main Replacement Project - CIP # 3050 to Sasquatch, Inc. for \$496,000.00 exclusive of NMGRT. (Bill Huey)

Finance Committee – 11/2/15  
 Public Utilities Committee – 11/4/15  
 City Council – 11/10/15

**PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 11/10/15 City Council.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

**ACTION SHEET  
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/15  
FOR CITY COUNCIL MEETING OF 11/10/15**

<b>ISSUE:</b>			
8. Request for Approval of Bid No. 16/02/B – Agreement Between Owner and Contractor for Camino Capitan, Vereda Rodiando, Paseo de Tularosa, Paseo de Canto Water Main Replacement Project; Sasquatch, Inc. (Bill Huey)			
<b>FINANCE COMMITTEE ACTION:</b>			
Approved as Consent item.			
<b>FUNDING SOURCE:</b>			
<b>SPECIAL CONDITIONS OR AMENDMENTS</b>			
<b>STAFF FOLLOW-UP:</b>			
<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	Absent		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

# City of Santa Fe, New Mexico

# memo

**Date:** October 20, 2015  
**To:** Finance Committee/ Public Utilities Committee  
**From:** Bill Huey, Water Division Engineer Associate   
**Via:** Nick Schiavo, Public Utilities Department and Water Division Director <sup>NSH</sup>  
**RE:** Request to award bid number '16/02/B for the Camino Capitan, Vereda Rodaindo, Paseo de Tularosa, Paseo de Canto Water Main Replacement Project to Sasquatch, Inc.

**ITEM AND ISSUE:**

The Water Division requests award of bid number '16/02/B for the Camino Capitan, Vereda Rodaindo, Paseo de Tularosa, Paseo de Canto Water Main Replacement Project, CIP 3050 to Sasquatch, Inc. for \$496,00.00 plus NMGR.

**BACKGROUND AND SUMMARY:**

The Water Division has identified the four locations in this project as requiring water main replacements for maintenance and fire protection improvements. These locations are: Camino Capitan in a loop beginning and ending at Vereda Rodaindo, Vereda Rodaindo, Paseo de Tularosa from Rodeo Road up to Camino Capitan and Paseo de Canto.

The contract period is ninety (90) days. The bids for this project were opened on October 14, 2015 and were subsequently evaluated for completeness and accuracy. The low bid (with local preference) in the amount of \$446,400.00 plus NMGR was submitted by Sasquatch, Inc. A summary of the bids is provided below:

<b>Bidders</b>	<b>Total Bid without NMGR</b>	<b>Bid Including Local or Veterans preference without NMGR</b>
Engineer's Estimate	\$521,890.85	
Sub Surface Contracting, Inc.	\$613,904.20	\$552,513.00
File construction, LLC.	\$469,022.53	
Garcia Underground, Inc.	\$468,425.00	
Sasquatch, Inc.	\$496,000.00	\$446,400.00

Funds for this work are available in Business Unit, Line Item 52350.572970 in the amount of \$496,000.00 plus NMGR.

**RECOMMENDATION:**

The Water Division recommends:

- Review and approval of award of contract to Sasquatch, Inc. for construction of the Camino Capitan, Vereda Rodaindo, Paseo de Tularosa, Paseo de Canto Water Main Replacement Project under RFP No. '16/02/B for the total amount of \$496,000.00 plus NMGR
- Forwarding and recommendation of approval of award and contract to the Public Utilities Committee for their consideration and approval at the November 4, 2015 meeting and to the Governing Body for their final consideration and approval at the November 10, 2015 meeting.

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Robert Rodarte, Purchasing Officer

Date

cc:

## CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Sasquatch, Inc.

Procurement Title: Camino Capitan, Vereda Rodiando, Paseo de Tularosa, and Paseo de Canto Water Main Replacement project

Solicitation RFB#: 16/02/B

Department Requesting/Staff Member PUD/Water Division/Bill Huey

**Procurement Requirements:**

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

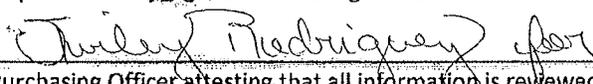
**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____

Bill Huey, Engineer

Department Rep Printed Name and Title

  
 Department Rep Signature attesting that all information included

  
 Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input type="checkbox"/>	Bid Tab

\*

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications                          |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Pricing evaluation  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**AWARD\***

YES    N/A

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/>            | <input type="checkbox"/> | Contract Award Notice   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Email or notification sent to all Bidders/Offerors that award was made                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office                                     |
| <input type="checkbox"/>            | <input type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Other: _____  |

**DISCLOSURES\***

YES    N/A

- |   |                                     |  |
|---|-------------------------------------|--|
| <b>Contractor Disclosures &amp; Conflicts of Interest</b> |                                     |  |
| <input checked="" type="checkbox"/>                       | <input type="checkbox"/>            | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))               |
| <b>Contractor –Conflicts of Interest</b>                  |                                     |  |
| <input type="checkbox"/>                                  | <input type="checkbox"/>            | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input checked="" type="checkbox"/>                       | <input type="checkbox"/>            | Conflict of Interest Form signed by all parties  |
| <input type="checkbox"/>                                  | <input type="checkbox"/>            | Letter from Procurement Office regarding the potential conflict                          |
| <b>Subcontractor Disclosures</b>                          |                                     |  |
| <input checked="" type="checkbox"/>                       | <input type="checkbox"/>            | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
| <b>Subcontractor –Conflicts of Interest</b>               |                                     |  |
| <input type="checkbox"/>                                  | <input type="checkbox"/>            | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input checked="" type="checkbox"/>                       | <input type="checkbox"/>            | Conflict of Interest form signed by all parties  |
| <input type="checkbox"/>                                  | <input type="checkbox"/>            | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Other: _____   |

**CONTRACT\***

YES    N/A

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract                             |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____  |

**MISCELLANEOUS FILE\***

YES    N/A

- |                                     |                          |                           |
|-------------------------------------|--------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Local Preference Form     |
| <input type="checkbox"/>            | <input type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/>            | <input type="checkbox"/> | Veterans Exemption        |

Other: \_\_\_\_\_

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

**PROTEST (If applicable)\***

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original bid(s) with no redactions

Bill Huey, Engineer  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included



CITY OF SANTA FE  
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN OWNER  
AND CONTRACTOR

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF SANTA FE, herein known as the Owner, and Sasquatch, Inc., herein known as the Contractor.

For the following:

PROJECT: Water Main Replacements  
PROJECT NO.: CIP # 3050

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a Construction Contract for the project; and

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of \_\_\_\_\_.

The OWNER and the CONTRACTOR agree:

ARTICLE 1  
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2  
THE WORK

The Contractor shall perform the work designated as City of Santa Fe Project, Camino Capitan, Vereda Rodiando, Paseo de Tularosa and Paseo de Canto Water Main Replacement. The work consists of, but is not limited to complete in place installation of approximately 250 feet of 4-inch water main, 1860 feet of 6 inch water main including water valves, and 2,750 feet of 8-inch water main including water valves, valve boxes, 3-way fire hydrants with all appurtenances and road restoration, in accordance with the drawings, specifications,

and other contract documents. All water piping shall be new, ply-wrapped ductile iron. The locations of the project are Vereda Rodiando, the loop of Camino Capitan on the west side of Vereda Rodiando, Paseo de Tularosa from Rodeo Road to just north of Camino Capitan and Paswo de Canto.

The work consists of furnishing all equipment, labor and materials as required by the City of Santa Fe, New Mexico.

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

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

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

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

ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract may commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than (90) ninety calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

ARTICLE 4  
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of five hundred thirty seven thousand two hundred thirty dollars (\$537,230) inclusive of NMGRT. The Contractor agrees that if it ever receives a partial or total refund of Gross Receipts Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of forty one thousand two hundred and thirty dollars (\$41,230) is [ $\$8.3125\%$ ] of Base Bid and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Bid	\$ 496,000
Gross Receipts Tax	\$ 41,230
TOTAL	\$ 537,230

ARTICLE 5  
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner 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, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) 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 Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety eight percent (98%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6  
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand dollars (\$1,000) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7  
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner 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 Owner. In addition, the Contractor shall provide to the Owner 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.

ARTICLE 8  
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the (90) ninety calendar 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 (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9  
GENERAL AND SPECIAL PROVISIONS

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's 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 aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 9.8 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 Owner, the Department of Finance and



- 9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 9.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 9.23 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.
- 9.24 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.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229359

Certificate No. 006279898

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Vickie Golobic, Jon Land, Christina L. Townsend, Timothy J. Blanchard, Ashley K. Anderson, Mary Ann Eulich, Terri Reese, and Jennifer Walker

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company which (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14<sup>th</sup> day of October, 2015

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorneys-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



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

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor Sasquatch Inc

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$496,000.00

Termination Date: June 30, 2016

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Camino Capitan, Vereda Rodiando, Paseo de Tularosa and Paseo de Canto Water Main Replacementg

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

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

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

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

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

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

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 496,000



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

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

RFP# 1602B Date: October 20, 2015

RFQ [ ] Date:

Sole Source [ ] Date:

Other

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

7 Funding Source: BU/Line Item: 52350.57297

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez
Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract) [ ]

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract #

Date of contract Executed (i.e., signed by all parties):

Note: If further information needs to be included, attach a separate memo.

Comments:

Water Meter Vault \$77895.00 52359.572970 Old Filter \$270468.75 52359.572970 Demspey Booster \$16221.25
52375.572970