

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/21/16
FOR CITY COUNCIL MEETING OF 03/30/16**

ISSUE:

15. Request for Approval of Amendment No. 4 to Capital Improvement Program Between City and Contractor – FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract; TLC Company, Inc. d/b/a TLC Plumbing and Utility. (Jerry Tapia)

FINANCE COMMITTEE ACTION:

Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

| VOTE | FOR | AGAINST | ABSTAIN |
|-----------------------|------------|----------------|----------------|
| COUNCILOR VILLAREAL | X | | |
| COUNCILOR IVES | X | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR HARRIS | X | | |
| CHAIRPERSON DOMINGUEZ | | | |

4-13-15

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 3/2/16

| |
|--|
| <p>ISSUE NO. 11</p> <p>Request for approval of Amendment No. 4 to the agreement with TLC, Inc. for the FY 2013/2014 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract – CIP # 947 for the amount of \$88,555.00 exclusive of NMGRT. (Jerry Tapia)</p> <p style="text-align: center;">Public Utilities Committee – 3/2/16 Finance Committee – 3/21/16 City Council – 3/30/16</p> |
| <p>PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 3/21/2016 Finance Committee.</p> |
| <p>SPECIAL CONDITIONS OR AMENDMENTS:</p> |
| <p>STAFF FOLLOW UP:</p> |

| VOTE: | FOR | AGAINST | ABSTAIN |
|-------------------------|---------|---------|---------|
| COUNCILOR RIVERA, CHAIR | X | | |
| COUNCILOR MAESTAS | X | | |
| COUNCILOR BUSHEE | X | | |
| COUNCILOR DIMAS | Excused | | |
| COUNCILOR IVES | X | | |

City of Santa Fe, New Mexico

memo

Date: January 21, 2016

To: Public Utilities Committee/Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department and Water Division Director *NSA*

Via: Shannon W. Jones, Wastewater Management Division Director *H*

From: Jerry Tapia, Wastewater Management Division Collection Section Manager *ST*

Subject: Approval of Amendment No.4 to Extend the Existing Agreement with TLC, Inc. for the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947.

SUMMARY

The Wastewater Management Division currently has a contract in its third year with TLC Company, Inc., in the amount of \$88,555.00. The original contract with TLC was executed in 2013 under the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947. The Contract is for on-call emergency and operational repair of the City's sanitary sewer treatment works and collection system. The current Amendment #3 of this contract is set to terminate on July 1, 2016. Under Article 5 of the Original Agreement, the term of this Agreement may be extended for up to an additional three (3) years. If this Amendment #4 is approved it will be the third and final time extension allowed under the Contract.

| | Amount | Term Ending | Note |
|-------------------|-------------|---------------|--|
| Original contract | \$55,102.60 | June 30, 2014 | |
| Amendment #1 | \$33,452.94 | June 30, 2014 | Funding increased |
| Amendment #2 | \$88,555.00 | June 30, 2015 | Term extension and funding for new fiscal year |
| Amendment #3 | \$85,555.00 | June 30, 2016 | Term extension and funding for new fiscal year |

The Wastewater Division is requesting extension of the existing contract with TLC Company, Inc. for the upcoming fiscal 16/17 year in the amount of \$88, 555.00 under the terms of the original Agreement.

The funds for this project will be available as part of the 16/17 Budget under the Wastewater Division's Repair and Maintenance System Equipment, business unit/line item 52455.520150.

RECOMMENDATION

The Wastewater Management Division recommends:

1. Approval of Amendment No. 4 to the existing FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947 with TLC, Inc. to extend the term of the current Agreement for an additional year and increase the funding in the amount of \$88,555.00 including NMGRT and allowances.

Attachment: Original Agreement
Amendments 1, 2, and 3
Summary of Contracts
Amendment No.4 with Exhibits I & II
TLC Letter to Extend under Original Bid

cc: File

**CITY OF SANTA FE
AMENDMENT No. 4 TO
CAPITAL IMPROVEMENT PROGRAM
BETWEEN CITY AND CONTRACTOR
ITEM #13-0512**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE CAPITAL IMPROVEMENT PROGRAM AGREEMENT, dated June 26, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Company, Inc. d/b/a TLC Plumbing and Utility (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction services for the City of Santa Fe Waste Water Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP #947.

B. Pursuant to Article 20 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows to increase the compensation for additional units of services required by the City in accordance with the BID # 13/29/B as set forth in Exhibit "I" and Exhibit "II" attached to the original contract.

1. COMPENSATION.

Article 4, paragraph A of the Agreement is amended to increase the amount of compensation by a total of eight thousand five hundred and fifty five dollars (\$88,555.00) inclusive of applicable gross receipts tax, so that Article 4, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three hundred fifty four thousand two hundred twenty dollars (\$354,220.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered in accordance with Exhibit "I" and Exhibit "II" attached hereto and incorporated herein.

The contract sum is determined as follows:

| | |
|--|---------------------|
| Original Contract sum including NMGRT..... | \$55,102.06 |
| Amendment #1 sum including NMGRT..... | \$33,452.94 |
| Amendment #2 sum including NMGRT..... | \$88,555.00 |
| Amendment #3 sum including NMGRT..... | \$88,555.00 |
| Amendment #4 sum including NMGRT..... | \$88,555.00 |
| TOTAL CONTRACT AMOUNT..... | \$354,220.00 |

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective starting July 1, 2016 and terminate on June 30, 2017 unless sooner pursuant to Article 6 Termination.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the

City of Santa Fe Capital Improvement Program Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
TLC COMPANY

JAVIER GONZALES, MAYOR

NAME & TITLE

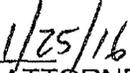
DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
FINANCE DIRECTOR

62455.520150
Business Unit/Line



**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 TLC, Inc. d/b/a TLC Plumbing and Utility

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$55,102.06

Termination Date: June 30, 2014

Approved by Council Date: June 26, 2013

or by City Manager Date: _____

Contract is for: FY13/14 Wastewater Division POTW Repair, Replacement and Extension Contract CIP#947. Contract is for work on City sewer collection and treatment system

Amendment # 4 to the Original Contract# 13-0512

Increase/(Decrease) Amount \$ 88,555.00

Extend Termination Date to: June 30, 2017

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: FY13/14 Wastewater Division POTW Repair, Replacement and Extension Contract CIP#947.

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

Inclusive of GRT

Amount \$ 55,102.06 of original Contract# 13-0512 Termination Date: June 30,2014

Reason: Active Contract

Amount \$ 33,452.94 amendment # 1 City Clerk# 14-0011 Termination Date: June 30,2014

Reason: No Termination-Funding Increased

Amount \$ 88,555.00 amendment # 2 City Clerk# 14-0364 Termination Date: 06/30/2015

Reason: No Termination-Term Extended-Active Contract

Amount \$ 88,555.00 amendment # 3 Termination Date: 06/30/2016

Reason: Term extended compensation increased

Total of Original Contract plus all amendments: \$ 354,220.00



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

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

RFP# Bid No. 13/29/B Date: May 10, 2013

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** 2nd year of contract. Amendment 3 is request to extend term for an additional year
example: (First year of 4 year contract)

7 **Funding Source:** _____ **BU/Line Item:** 52455/520150

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Stan Holland

Phone # 955-4637

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:

CITY OF SANTA FE

CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

FY 13/14 WASTEWATER DIVISION PUBLICLY OWNED TREATMENT
WORKS REPAIR, REPLACEMENT AND EXTENSION CONTRACT CIP #947

THIS AGREEMENT dated June 26, 2013 is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and TLC COMPANY, INC. dba TLC PLUMBING & UTILITY hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.
2. **SCOPE OF WORK:** The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for the construction, repair, replacement, operation or extension of the City of Santa Fe Sanitary Sewer Treatment Plant and Collection System and appurtenances. Work will include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to include such items as pavement removal and replacement, traffic control, etc. all as required to extend, replace, repair or operate the Wastewater sanitary sewer treatment and collection system and appurtenances as described in Exhibit "II" attached hereto and incorporated herein and to complete the Work authorized under an Individual Job Authorization (IJA).
3. **STANDARD OF PERFORMANCE – LICENSES:**
 - A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this agreement.
 - B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.
4. **COMPENSATION:**
 - A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Fifty Five Thousand One Hundred Two Dollars and Six Cents (\$55,102.06), inclusive of all allowances and applicable gross receipts taxes. Payment shall be made for services actually rendered in accordance with Exhibit "I" attached hereto and incorporated herein.

The Contract sum is determined as follows:

| | |
|--------------------------------|--------------------|
| Base Bid (includ. Allowances) | <u>\$50,932.00</u> |
| NM Gross Receipt Tax (8.1875%) | <u>\$ 4,170.06</u> |
| TOTAL | <u>\$55,102.06</u> |

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and terminate June 30, 2014 unless sooner pursuant to Article 6 below. The term of this agreement may be extended for an additional period of three years, by a written amendment(s) in accordance with the terms of this Agreement.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS:** Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, 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 Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this agreement. If the

City does not make sufficient appropriations and authorization, this Agreement shall terminate 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.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

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

14. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

15. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. **NEW MEXICO TORT CLAIMS ACT:** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

17. **THIRD PARTY BENEFICIARIES:** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

18. **RECORDS AND AUDIT:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that 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 the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE:** Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. **NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

23. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

24. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

25. **RELEASE:** The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

CONTRACTOR
TLC Company Inc.
dba TLC Plumbing and Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107-4125

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

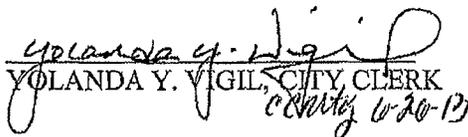
CITY OF SANTA FE:



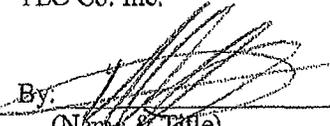
DAVID COSS, MAYOR

DATE: 7/2/13

ATTEST:

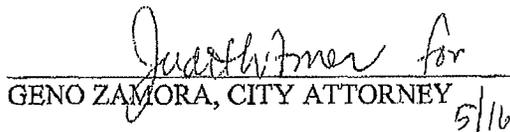

YOLANDA Y. VIGIL, CITY CLERK
08/20/13

CONTRACTOR:
TLC Co. Inc.

By: 
(Name & Title)

DATE: 7/2/13

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY
5/16/13

NM Taxation & Revenue
CRS # 02-22609-000
City of Santa Fe Business
Registration # 37270

APPROVED AS TO FORM:


MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT
7/6/13

BUSINESS UNIT/LINE ITEM 52455.510300

ITEM # 14-0011

**CITY OF SANTA FE
AMENDMENT No. 1 TO
CAPITAL IMPROVEMENT PROGRAM
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AMENDMENT No. 1 (One) (the "Amendment") to the CITY OF SANTA FE CAPITAL IMPROVEMENT PROGRAM AGREEMENT, dated June 26, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Company, Inc. d/b/a TLC Plumbing and Utility (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever is last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract CIP 947 to the City.

B. Pursuant to Article 20 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows to increase the compensation for additional units of services required by the City in accordance with the Bid # 13/29/B as set forth in Exhibit "I" and Exhibit "II" attached hereto.

1. COMPENSATION.

Article 4, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Thirty Three Thousand Four Hundred Fifty Two Dollars and Ninety Four Cents (\$33,452.94) so that Article 4, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed Eighty Eight Thousand Five Hundred Fifty dollars (\$88,555.00), inclusive of all allowances and applicable gross receipts taxes. Payment shall be made for services actually rendered in accordance with Exhibit "I" and Exhibit "II" attached hereto and incorporated herein.

The Contract sum is determined as follows:

Original Contract sum including Allowances and NMGRT.....\$55,102.06
Amendment No. 1 sum including Allowances and NMGRT.....\$33,452.94
TOTAL CONTRACT AMOUNT.....\$88,555.00

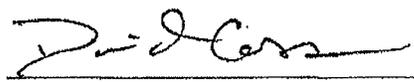
2. AGREEMENT IN FULL FORCE.

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

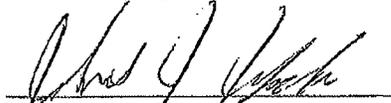
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Capital Improvement Program Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
TLC Company, Inc.



DAVID COSS, MAYOR

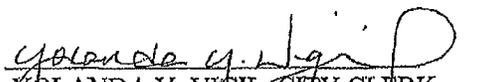


NAME & TITLE

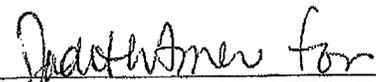
Date: 1-14-14

Date: 1-16-14

ATTEST:

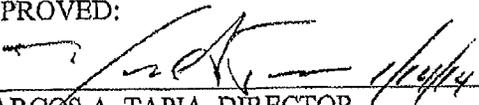

YOLANDA Y. VIGIL, CITY CLERK
CCMTG: 1/8/14 P.O.

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY
10/30/13

APPROVED:



MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52455.510300

ROMERO, IRENE K.

From: HOLLAND, TOWNSEND S.
Sent: Wednesday, October 30, 2013 1:53 PM
To: ROMERO, IRENE K.
Subject: Amendment 1 to Contract with TLC
Attachments: TLC Amend 1 Summary sheet.xls; Executed 13-0512 TLC Plumbing & Utility Agreement.pdf; Amendment 1 Agreement.doc

OK-9A 10/30

Good afternoon Irene

I will be by this afternoon to drop off the hard copies of the above attached documents. We are doing an amendment 1 to the Wastewater Division current contract with TLC for our sewer line on-call repair service
See you soon

Stan Holland, P.E.
Wastewater Division
73 Paseo Real
Santa Fe, New Mexico 87507
505-955-4637
tsholland@santafenm.gov

ITEM # 14-0364

**CITY OF SANTA FE
AMENDMENT No. 2 TO
CAPITAL IMPROVEMENT PROGRAM
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AMENDMENT No. 2 (Two) (the "Amendment") to the CITY OF SANTA FE CAPITAL IMPROVEMENT PROGRAM AGREEMENT, dated June 26, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Company, Inc. d/b/a TLC Plumbing and Utility (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever is last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947 to the City.

B. Pursuant to Article 20 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows to increase the compensation for additional units of services required by the City in accordance with the Bid # 13/29/B as set forth in Exhibit "I" and Exhibit "II" attached hereto.

1. COMPENSATION.

Article 4, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Eighty Eight Thousand Five Hundred Fifty Five dollars (\$88,555.00) so that Article 4, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed One Hundred Seventy Seven Thousand One Hundred Ten dollars (\$177,110.00), inclusive of all allowances and applicable gross receipts taxes. Payment shall be made for services actually rendered in accordance with Exhibit "I" and Exhibit "II" attached hereto and incorporated herein.

The Contract sum is determined as follows:

| | |
|---|--------------|
| Original Contract sum including Allowances and NMGRT..... | \$55,102.06 |
| Amendment No. 1 sum including Allowances and NMGRT..... | \$33,452.94 |
| Amendment No. 2 sum including Allowances and NMGRT..... | \$88,555.00 |
| TOTAL CONTRACT AMOUNT..... | \$177,110.00 |

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended so that Article 5 reads in its entirety as follows:

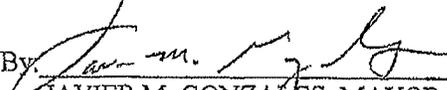
A. This Agreement shall be effective starting July 1, 2014 and terminate June 30, 2015 unless sooner pursuant to Article 6, Termination. The term of this Agreement may be extended for an additional period of two years by a written amendment(s) in accordance with the terms of this Agreement.

3. AGREEMENT IN FULL FORCE.

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

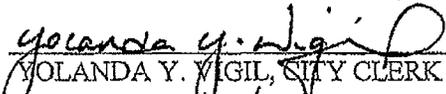
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Capital Improvement Program Agreement as of the dates set forth below.

CITY OF SANTA FE:

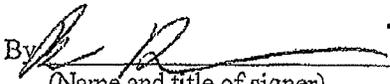
By: 
JAVIER M. GONZALES, MAYOR

Date: 5/6/14

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
Ccmtg 5/28/14

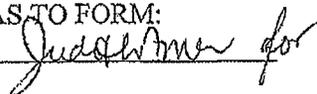
CONTRACTOR:
TLC Company, Inc.

By: 
(Name and title of signer)

Signature: Burr Dickinson

Date: 6/12/14

APPROVED AS TO FORM:


KELLEY BRENNAN, INTERIM CITY ATTORNEY 4/3/14

APPROVED:

Handwritten signature of Marcos A. Tapia, dated 6/2/14.

MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52455.520150

ITEM # 15-0297

**CITY OF SANTA FE
AMENDMENT No. 3 TO
CAPITAL IMPROVEMENT PROGRAM
AGREEMENT BETWEEN CITY AND CONTRACTOR
Item #13-0512**

AMENDMENT No. 3 (Three) (the "Amendment") to the CITY OF SANTA FE CAPITAL IMPROVEMENT PROGRAM AGREEMENT, dated June 26, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Company, Inc. d/b/a TLC Plumbing and Utility (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever is last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947 to the City.

B. Pursuant to Article 20 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows to increase the compensation for additional units of services required by the City in accordance with the Bid # 13/29/B as set forth in Exhibit "T" and Exhibit "IP" attached hereto.

1. COMPENSATION.

Article 4, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Eighty Eight Thousand Five Hundred Fifty Five dollars (\$88,555.00) so

that Article 4, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed Two Hundred Sixty Five Thousand Six Hundred Sixty Five dollars (\$265,665.00), inclusive of all allowances and applicable gross receipts taxes. Payment shall be made for services actually rendered in accordance with Exhibit "I" and Exhibit "II" attached hereto and incorporated herein.

The Contract sum is determined as follows:

| | |
|---|---------------------|
| Original Contract sum including Allowances and NMGR | \$55,102.06 |
| Amendment No. 1 sum including Allowances and NMGR | \$33,452.94 |
| Amendment No. 2 sum including Allowances and NMGR | \$88,555.00 |
| Amendment No. 3 sum including Allowances and NMGR | \$88,555.00 |
| TOTAL CONTRACT AMOUNT | \$265,665.00 |

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective starting July 1, 2015 and terminate June 30, 2016 unless sooner pursuant to Article 6, Termination. The term of this Agreement may be extended for an additional period of one (1) year by a written amendment(s) in accordance with the terms of this Agreement.

3. AGREEMENT IN FULL FORCE.

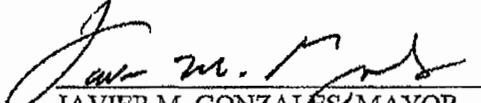
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Capital Improvement Program Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
TLC COMPANY

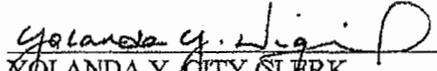

JAVIER M. GONZALES, MAYOR

DATE: 5/5/15

 Project Manager
NAME & TITLE

DATE: 5/20/15

ATTEST:


YOLANDA Y. CITY CLERK
CC mtg. 4/29/15

APPROVED AS TO FORM:

 3/11/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 5-5-2015
OSCAR S. RODRIQUEZ, FINANCIAL DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52455.520150