



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 05/27/15  
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

**ISSUE:**

46. Request for Approval of Amendment No. 4 to Agreement Between Owner and Contractor – City-Wide Water Utility Pavement Restoration Services for Water Division; TLC Plumbing and Utility, Inc. (Bill Huey)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of amendment no. 4 to agreement between owner and contractor for city-wide water utility pavement restoration services for water division with TLC Plumbing and Utility, Inc. in the amount of \$200,000 plus gross receipts tax.

**FUNDING SOURCE: 52363.520200**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

<b>ACTION SHEET</b>	
<b>PUBLIC UTILITES COMMITTEE MEETING OF 5/6/15</b>	
<b>ISSUE NO. 15.</b>	
Request for approval of Amendment No. 4 to the contract with TLC Plumbing & Utility for a term extension through June 30, 2016 and an increase of \$200,000.00 exclusive of NMGRT. (Bill Huey)	
Public Utilities Committee – 5/6/15 Finance Committee – 5/18/15 City Council – 5/27/15	
<b>PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Bushee. Approved.</b>	
<b>SPECIAL CONDITIONS OR AMENDMENTS:</b>	
<b>STAFF FOLLOW UP:</b>	

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

# City of Santa Fe, New Mexico

# memo

**DATE:** April 17, 2015

**TO:** PUC Committee/ Finance

**VIA:** Nick A. Schiavo, Interim Public Utilities Department and Water Division Director 

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

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**ITEM AND ISSUE:**

Request Approval of Amendment #4 with TLC Plumbing & Utility, Inc. to increase the amount of compensation by two-hundred thousand dollars (\$200,000.00) plus tax for the period to end June 30, 2016.

**BACKGROUND AND SUMMARY:**

On July 25, 2012, Bid # '12/33/B was awarded by City Council to TLC Plumbing and Utility, Inc. (TLC). The City Wide Water Utility Pavement Restoration Contract is a requirements contract with the Water Division issuing work orders as needed for work such as asphalt street replacements, concrete street replacement and emergency street repair. The Contract amount is limited to \$200,000.00 plus NMGRT per year.

The Water Division has requested that TLC extend their commitment for an additional year for the same compensation. TLC has agreed to this request.

Funds for this work are available under Line Extensions Mains and Services business unit/fund number 52363.520200 will be available upon Council approval of the FY 15/16 Budget in the amount of \$200,000.00 plus NMGRT.

**ACTION REQUESTED:**

Staff requests review and approval of:

- Amendment No. 4 with TLC in the amount of \$200,000.00 plus NMGRT.
- Forwarding and recommendation of approval amendment # 4 to the Finance Committee on May 18<sup>th</sup> for their consideration and approval and to the Governing Body on May 27<sup>th</sup> for their final consideration and approval.

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE Agreement, dated July 25, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Plumbing & Utility, Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide City Wide Water Utility Pavement Restoration services to the City.

B. Pursuant to Article 9.21 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 4, of the Agreement is amended to increase the amount of compensation for services for fiscal year 2015/16 by a total two hundred thousand dollars (\$200,000), plus gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thousand dollars (\$800,000) plus applicable gross receipts taxes.

2. TERM.

Article 8 of the Agreement is amended to extend the term of the Agreement to June 30, 2016.

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.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
TLC PLUMBING & UTILITY

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

*MDM*                      *4/16/15*  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52963.520200  
Business Unit/Line Item



**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

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2013

Approved by Council Date: June 25, 2012

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

**Contract is for:** City Wide Pavement Contract 1213

Amendment # 4 to the Original Contract# 12-0684

Increase/(Decrease) Amount \$ 200000

Extend Termination Date to: June 30, 2016

Approved by Council Date: Pending

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

**Amendment is for:** Increase term and comp for fy 1516

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

Amount \$ 200,000.00 of original Contract# 12-0684 Termination Date: 06/30/2013

Reason: city wide

Amount \$ 0.00 amendment # 1 Termination Date: 06/30/2014

Reason: term

Amount \$ 200,000.00 amendment # 2 Termination Date: 06/30/2015

Reason: increase fy 1314 comp

Amount \$ 200,000.00 amendment # 3 Termination Date: 06/30/2016

Reason: Increase term and comp

Total of Original Contract plus all amendments: \$ 600,000



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

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

RFP# 12/33/B Date: June 1, 2012

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

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

7 **Funding Source:** water revenues **BU/Line Item:** 52363.5202

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:** \_\_\_\_\_

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

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  
AMENDMENT No. 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE Agreement, dated July 25, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Plumbing & Utility, Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide City Wide Water Utility Pavement Restoration services to the City.

B. Pursuant to Article 9.21 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 4, of the Agreement is amended to increase the amount of compensation for services for fiscal year 2014/15 by a total two hundred thousand dollars (\$200,000), plus gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred thousand dollars (\$600,000) plus applicable gross receipts taxes.

2. TERM.

Article 8 of the Agreement is amended to extend the term of the Agreement to June 30, 2015.

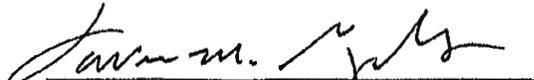
3. AGREEMENT IN FULL FORCE.

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
TLC PLUMBING & UTILITY, INC.

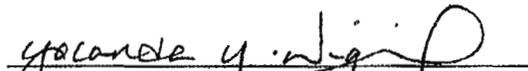
  
\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

  
\_\_\_\_\_  
NAME & TITLE *Vice President*

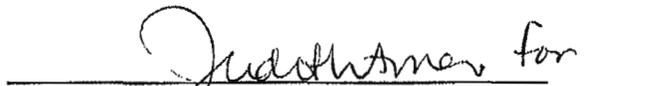
Date: 7/1/14

Date: 7/10/14

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
*ccmty 6/25/14*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY *5/13/14*

APPROVED:

  
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE Agreement, dated July 25, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Plumbing & Utility, Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide City Wide Water Utility Pavement Restoration services to the City.

B. Pursuant to Article 9.21 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 4 of the Agreement is amended to increase the amount of compensation for services for fiscal year 2013/2014 by a total of two hundred thousand dollars (\$200,000) per year, plus gross receipts tax so that Article 4 reads as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four hundred thousand dollars (\$400,000) plus applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:  
TLC PLUMBING & UTILITY

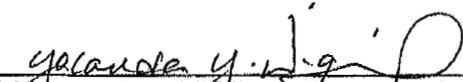
  
\_\_\_\_\_  
DAVID COSS, MAYOR

  
\_\_\_\_\_  
NAME & TITLE

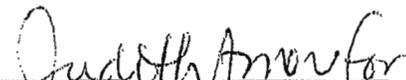
Date: 8-2-13

Date: 8-14-13

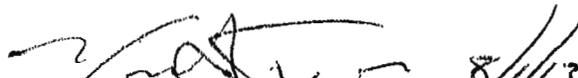
ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
ccm 7-31-13

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY  
6/19/13

APPROVED:

  
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR  
8/1/13

52359.672970  
Business Unit/Line Item



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/17/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Albuquerque NM Office 6000 Uptown Blvd NE Suite 400 Albuquerque NM 87110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (505) 889-6700      FAX (A/C. No.): (505) 884-7831	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> ABC NM Chapter Merit Shop-WC Group TLC Company, Inc. dba TLC Plumbing & Utility 5000 Edith, NE Albuquerque NM 87107 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Midwest Employers Casualty Company <b>NAIC #</b> 23612	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570048422645**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS      SCHEDULED AUTOS HIRED AUTOS      NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB      OCCUR EXCESS LIAB      CLAIMS-MADE OED      RETENTION					EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWCO08469	12/31/2012 12/31/2013	X WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE      \$1,000,000 E.L. DISEASE-POLICY LIMIT      \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) <b>RE: Water Transmission &amp; Distribution System Rehabilitation Project CIP #3028</b>						

Certificate No : 570048422645

**CERTIFICATE HOLDER****CANCELLATION**

Public Utilities Department Maya Martinez City of Santa Fe 801 West San Mateo Santa Fe NM 87505 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# City of Santa Fe, New Mexico BUSINESS LICENSE



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: **TLC SANTA FE**

Location: **2351 FOX RD 600**

Class: **CONTRACTOR - SPECIALTY**

Comment:

Control Number: 0060916

License Number: 13-00113004

Issue Date January 14, 2013

Expiration Date December 31, 2013

**TLC SANTA FE  
5000 EDITH BLVD**

**ALBUQUERQUE NM 87107**

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

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

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE Agreement, dated July 25, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and TLC Plumbing & Utility, Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide City Wide Water Utility Pavement Restoration services to the City.

B. Pursuant to Article 9.21 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TIME OF COMMENCEMENT AND INITIAL TERM OF CONTRACT.

Article 3 of the Agreement is deleted. A new article 3 of the Amendment is inserted to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2014, unless terminated sooner.

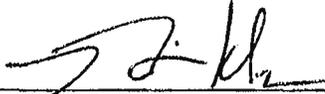
2. AGREEMENT IN FULL FORCE.

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 Professional Services Agreement as of the dates set forth below.

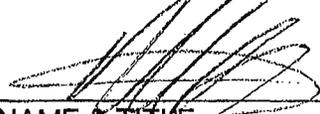
CITY OF SANTA FE:



BRIAN K. SNYDER, CITY MANAGER

Date: 6-18-13

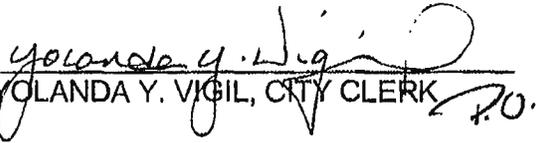
CONTRACTOR:  
TLC PLUMBING & UTILITY



NAME & TITLE

Date: 6/30/13

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY 6/10/13

APPROVED:



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

52359.572970  
Business Unit/Line Item



**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

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2013

Approved by Council Date: June 25, 2012

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

Contract is for: City Wide Pavement Contract 1213

Amendment # 1 to the Original Contract# 12-0684

Increase/(Decrease) Amount \$ na

Extend Termination Date to: June 30, 2014

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

or by City Manager Date: Pending

Amendment is for: Increase term

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

Amount \$ 200,000.00 of original Contract# 12-0684 Termination Date: 06/30/2013

Reason: city wide

Amount \$ 0.00 amendment # 1 Termination Date: 06/30/2014

Reason: term

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

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

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

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

Total of Original Contract plus all amendments: \$ 200,000



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

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

RFP# 12/33/B Date: June 1, 2012

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

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

**7 Funding Source:** water revenues **BU/Line Item:** 52363.5202

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

**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:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/17/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

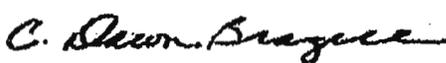
<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Albuquerque NM Office 6000 Uptown Blvd NE Suite 400 Albuquerque NM 87110 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (505) 889-6700 FAX (A/C No.): (505) 884-7811	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> ABC NM Chapter Merit shop-WC Group TLC Company, Inc. dba TLC Plumbing & Utility 5000 Edith, NE Albuquerque NM 87107 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Midwest Employers Casualty Company	NAIC # 23612
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**                      **CERTIFICATE NUMBER: 570048422645**                      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> QED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWCO08469 Excess workers compensati SIR applies per policy terms & conditions	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT                      \$1,000,000 E.L. DISEASE-EA EMPLOYEE              \$1,000,000 E.L. DISEASE-POLICY LIMIT                \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: water Transmission & Distribution System Rehabilitation Project CIP #3028

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Public Utilities Department Maya Martinez City of Santa Fe 801 West San Mateo Santa Fe NM 87505 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 

Holder Identifier: 570048422645 Certificate No.: 570048422645

# City of Santa Fe, New Mexico BUSINESS LICENSE



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: **TLC SANTA FE**

Location: **2351 FOX RD 600**

Class: **CONTRACTOR - SPECIALTY**

Comment:

Control Number: 0060916

License Number: 13-00113004

Issue Date: January 14, 2013

Expiration Date: December 31, 2013

**TLC SANTA FE  
5000 EDITH BLVD**

**ALBUQUERQUE NM 87107**

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

THIS REGISTRATION LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

ITEM # 12-0684

CITY OF SANTA FE  
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR

This Agreement is entered into this 25<sup>th</sup> day of July, 2012, by and between the CITY OF SANTA FE, herein known as the Owner, and TLC Plumbing and Utility, herein known as the Contractor.

For the following:

PROJECT: City Wide Water Utility Pavement  
Restoration Contract

PROJECT NO.: CIP #3040

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 July 25, 2012

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 all the work required by the Contract Documents for City Wide Water Utility Pavement Restoration Contract

The work designated as City Wide Water Utility Pavement Restoration Contract, consists of, but is not limited to replacement of asphalt pavement, concrete curb and gutter, concrete sidewalk, and other incidental work such as traffic control, all as required to restore the driving, walking and drainage infrastructure. 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 be responsible for all permits, fees, and State and City inspections associated with the construction.

ARTICLE 3  
TIME OF COMMENCEMENT AND INITIAL TERM OF CONTRACT

The term of this Contract shall commence on the Date listed on the signed Contract Agreement and **expire on June 30, 2013**. The term may be extended for three (3) additional twelve (12) month periods by the written agreement of the Parties amending this contract, not exceed four (4) years in total.

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 \$ 200,000 per year.

The Contract Sum is determined as follows:

Base Bid	\$ 200,000
Gross Receipts Tax	\$ 16,375
TOTAL	\$ 216,375.

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 Five Hundred dollars (\$500) 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 up to Three Hundred-Sixty-Five (365) 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 Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.
- 9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.
- 9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.
- 9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER

City of Santa Fe  
Sangre De Cristo Water Division  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

CONTRACTOR

TLC Plumbing & Utility  
5000 Edith Blvd, NE  
Albuquerque, NM 87107  
New Mexico License # 51429

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

ARTICLE 10  
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.

This Agreement is entered into as of the day and year first written above.

OWNER:

  
\_\_\_\_\_  
DAVID COSS, MAYOR  
7/30/12  
\_\_\_\_\_  
DATE

ATTEST:

*Yolanda Y. Vigil*  
YOLANDA Y. VIGIL, CITY CLERK  
ccm 7-25-12

APPROVED AS TO FORM:

*Judith W. Menor for*  
GENO ZAMORA, CITY ATTORNEY  
6/20/12

APPROVED:

*Melville L. Morgan*  
DR. MELVILLE L. MORGAN,  
FINANCE DIRECTOR  
52363.520200  
7/30/12

CONTRACTOR:  
TLC PLUMBING & UTILITY

BY: *[Signature]*  
TITLE: President

DATE: 8/10/12

NM TAXATION AND  
REVENUE CRS  
NO. 02-224090-000

CITY OF SANTA FE  
BUSINESS REG.  
NO. 12-00109918