

**CITY OF SANTA FE**  
**CAPITAL IMPROVEMENTS PROGRAM**

**AGREEMENT BETWEEN  
CITY AND CONTRACTOR**

**PUBLICLY OWNED TREATMENT WORKS (POTW) ON-CALL REPAIR,  
REPLACEMENT, EXTENSION AND REHABILITATION OF SEWER COLLECTION  
SYSTEM PRICE AGREEMENT CIP #962**

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the "City," and **ALLIED 360 CONSTRUCTION, LLC., SUB SURFACE CONTRACTING, INC. AND TLC PLUMBING, INC.**, hereinafter referred to as the "Contractor(s)" and is effective as of the date set forth below upon which it is executed by the Parties.

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

A. The Contractor shall perform the following work:

- 1) The City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call' to the requests when such requests are originated and authorized by the City of Santa Fe.

The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to 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 complete Work authorized under a Work Order and in accordance with the drawings, specifications, and other Contract Documents.

B. The Work to install fully functioning, warrantied sewer lines and manholes and other work issued by a Work Order includes, but is not limited to the following:

1. Installation of all specified sewer lines, sewer manholes and service connections, etc.
2. Earthwork, grading and compaction for the restoring the driving surface over disturbed

- areas.
3. Coordination with Public Service Company of New Mexico (PNM) as required
  4. Coordination with the New Mexico Gas Company as required
  5. Coordination with Century Link as required
  6. Coordination with New Mexico NM811 and/or contracting with utility location providers as required.
  7. Coordination with the City's Wastewater Division for periodic review of system installations.
  8. Any other related work associated with this work, as drawn and specified in the WO.
  9. Provide all required materials testing.
  10. Provide 12 month Contractor's warranty on installed sewer collection systems, parts and labor.
  11. Provide Manufacturer's warranties on miscellaneous parts and labor.
- C. The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders:
- The Contractor shall be responsible for State CID requirements and permit.
  - The Contractor shall be responsible for verifications
  - of all existing conditions, measurements and dimensions before signing each WO.
  - The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- D. The Contractor shall perform all the work required by the Wastewater Management Division, as required, on each Work Order (WO) in the Contract Documents (attached) for the City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement.
- E. The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.
- F. The 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.
- G. The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.
- H. The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

- I. **Incorporation by Reference.** All exhibits, addenda, schedules of ITB 21/46/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed **BASED UPON THE ATTACHED PRICE SHEETS, DELIVERABLES, MILESTONES, AND COMPLETED WORK ORDERS (WO)** including gross receipts tax.

**The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.**

**The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

E. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and



employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond.**

- A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:
- 1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
  - 2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
- B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

**8. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**9. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**10. Release.**

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

**11. Confidentiality.**

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

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Change Orders.**

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by

Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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

**16. Merger.**

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

**17. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**18. Penalties for violation of law.**

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

**19. Equal Opportunity Compliance.**

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

**20. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**21. Workers Compensation.**

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

**22. Professional Liability Insurance.**

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

**23. Other Insurance**

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

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, ~~with~~ a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy



or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**24. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**25. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**26. 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.

**27. Invalid Term or Condition.**

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

**28. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**29. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To the City:**

City of Santa Fe  
Wastewater Management Division  
73 Paseo Real  
Santa Fe, New Mexico 87507  
(505) 955-4650

**To the Contractor(s):**

- 1) Allied 360 Construction, LLC  
Contact: Patrick Herrera, Managing Member/Owner  
P.O. Box 1913  
Española, NM 87532  
Ph: (505) 470-5779  
Email: [patrickherrera@ymail.com](mailto:patrickherrera@ymail.com)
- 2) Sub-Surface Contracting, Inc.  
Contact: Neal J. Keiper / Owner-President  
27 Paseo de River  
Santa Fe, NM 87507  
Ph: (505) 473-1000  
Email:
- 3) TLC Plumbing, Inc.  
Contact: Eddie Padilla, Chief Dev. Officer  
5000 Edith Blvd. NE  
Albuquerque, NM 87107  
Ph: (505) 761-9696  
Email:

**30. Authority.**

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

City of Santa Fe Central Purchasing Office

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

**CITY OF SANTA FE:**



ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

**ATTEST:**



KRISTINE BUSTOS MIHELICIC, 

CITY CLERK  
GB MTG 12/08/2021

**CITY ATTORNEY'S OFFICE:**



Marcos Martinez (Jul 28, 2021 09:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

**APPROVED FOR FINANCES:**



MARY MCCOY, FINANCE DIRECTOR

5000362.520150; 5000367.520150

Org. Name/Org#. AJH  
AJH

**CONTRACTOR:**

**TLC PLUMBING, INC.**

NAME: Eddie C. Padilla

TITLE: Chief Development Officer

DATE: 8/23/21

CRS# 02-226090-000

BRN# 222153

City of Santa Fe Central Purchasing Office

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

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

DATE: Dec 9, 2021



ATTEST:

  
KRISTINE BUSTOS MIHELICIC,   
CITY CLERK  
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Jul 28, 2021 09:10 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
MARY MCCOY, FINANCE DIRECTOR  
5000362.520150; 5000367.520150  
Org. Name/Org#.   
AJH

CONTRACTOR:

SUB SURFACE CONTRACTING, INC.

NAME: 

TITLE: PRESIDENT

DATE: 8-26-21

CRS# 02-104256-000  
BRN# 46991



City of Santa Fe Central Purchasing Office

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

CITY OF SANTA FE:

*Alan Webber*  
ALAN WEBBER, MAYOR

DATE: Dec 9, 2021

ATTEST:

*Kristine Bustos Mihelcic*  
KRISTINE BUSTOS MIHELICIC, *JB*  
CITY CLERK  
GB MTG 12/08/2021

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*  
Marcos Martinez (Jul 28, 2021 09:10 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Mary McCoy*  
MARY MCCOY, FINANCE DIRECTOR  
5000362.520150; 5000367.520150  
Org. Name/Org#. *AJH*  
AJH

CONTRACTOR:

Allied 360 Construction, LLC.

NAME: *Patrick Herrera*  
TITLE: *Managing Member*  
DATE: *9/16/2021*

CRS# 03-14757600-0  
BRN# 231055

CITY OF SANTA FE  
PURCHASING OFFICE  
200 Lincoln Ave Room 122 Santa Fe, NM 87505  
Fran Dunaway, CPO  
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
1	Point Repair, 6" to 8" pipe, remove and replace, 0' to 6' in depth including PVC pipe	\$4,200.00	\$3,550.00	\$6,345.00
2	Point Repair, 6" to 8" pipe, remove and replace, 6' to 10' in depth including PVC pipe	\$4,400.00	\$4,650.00	\$9,235.00
3	Point Repair, 6" to 8" pipe, remove and replace, 10' to 16' in depth including PVC pipe	\$5,000.00	\$8,300.00	\$7,365.00
4	Point Repair Additional Cost for remove and replace, greater than 16' depth for 6" to 8" pipe including PVC pipe	\$197.00	\$1,685.00	\$220.00
5	Point Repair, 10" to 15" pipe, remove and replace, 0' to 6' in depth including PVC pipe	\$5,700.00	\$4,450.00	\$7,500.00
6	Point Repair, 10" to 15" pipe, remove and replace, 6' to 10' in depth including PVC pipe	\$5,200.00	\$6,700.00	\$10,390.00
7	Point Repair, 10" to 15" pipe, remove and replace, 10' to 16' in depth including PVC pipe	\$6,200.00	\$9,350.00	\$13,945.00
8	Point Repair Additional Cost for excavation greater than 16' depth for 10" to 15" pipe including PVC pipe	\$239.00	\$1,875.00	\$220.00
9	Point Repair, 18" to 24" pipe, remove and replace, 0' to 6' in depth including PVC pipe	\$7,600.00	\$4,975.00	\$11,250.00
10	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth including PVC pipe	\$8,600.00	\$7,100.00	\$13,255.00
11	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth including PVC pipe	\$9,500.00	\$10,500.00	\$16,810.00
12	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe including PVC pipe	\$347.00	\$1,875.00	\$220.00
13	8" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$105.00	\$75.00	\$43.95
14	10" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$115.00	\$85.00	\$58.90
15	12" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$130.00	\$95.00	\$75.65
16	15" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$167.00	\$105.00	\$100.50
17	18" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$196.00	\$125.00	\$138.45
18	24" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	\$250.00	\$140.00	\$229.85
19	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	\$25.00	\$65.00	\$64.20
20	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	\$35.00	\$85.00	\$74.90
21	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	\$47.00	\$125.00	\$109.20
22	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	\$45.00	\$255.00	\$18.20
23	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	\$60.00	\$75.00	\$64.20
24	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	\$75.00	\$90.00	\$74.90
25	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	\$95.00	\$140.00	\$109.20
26	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	\$110.00	\$265.00	\$19.85
27	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	\$110.00	\$80.00	\$64.20

CITY OF SANTA FE  
PURCHASING OFFICE  
200 Lincoln Ave Room 122 Santa Fe, NM 87505  
Fran Dunaway, CPO  
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
28	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	\$112.00	\$95.00	\$74.90
29	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	\$125.00	\$165.00	\$136.50
30	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	\$125.00	\$275.00	\$21.85
31	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	\$227.00	\$498.00	\$70.00
32	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	\$255.00	\$585.00	\$70.00
33	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	\$300.00	\$610.00	\$85.00
34	Traffic Control Residential –per Work Zone –per Day	\$1,800.00	\$1,220.00	\$80.00
35	Traffic Control Non-Residential Major Collectors and Arterials – per Work Zone –per Day	\$2,000.00	\$1,395.00	\$530.00
36	Asphalt Removal, Disposal & Replacement including 6" Base Course and 4" Asphalt	\$2,250.00	\$17,000.00	\$7,550.00
37	Curb/Gutter Removal, Disposal and Replacement	\$31.00	\$80.00	\$65.30
38	Sidewalk Removal, Disposal and Replacement	\$41.00	\$225.00	\$98.45
39	New Manhole, 4' Diameter, type "C" or "E", 6' deep or less, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	\$6,800.00	\$6,500.00	\$12,115.00
40	New Manhole, 4' Diameter, type "C" or "E", over 6' to 10' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	\$7,800.00	\$8,500.00	\$14,360.00
41	New Manhole, 4' Diameter, type "C" or "E", over 10' to 16' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	\$1,400.00	\$12,000.00	\$18,815.00
42	Additional Cost for depth greater than 16' depth for 4' Diameter Manhole	\$1,100.00	\$975.00	\$560.00
43	New 12 inch thick Concrete Manhole Collar where none exists in Dirt Road or Easement area	\$2,200.00	\$1,550.00	\$1,700.00
44	MH Wall Rehabilitation	\$100.00	\$600.00	\$330.00
45	MH Inverts & Shelf Rehabilitation	\$2,100.00	\$2,400.00	\$3,600.00
46	MH Inverts & Base Replacement	\$6,200.00	\$4,450.00	\$20,370.00
47	Sewer Service Connection as part of a Point Repair/Open Trench	\$4,250.00	\$950.00	\$4,320.00
48	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	\$9,700.00	\$1,450.00	\$4,320.00
49	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement	\$1,100.00	\$1,825.00	\$4,320.00
50	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth including Asphalt Replacement	\$395.00	\$4,800.00	\$430.00
51	MH Cleaning (i.e. debris, roots, etc.)	\$4,400.00	\$1,275.00	\$3,000.00
52	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	\$4,200.00	\$2,400.00	\$3,800.00
53	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar (City Furnished F&C & Barrels)	\$2,200.00	\$2,850.00	\$4,255.00
54	Easement Clearance and Grading for Access & Repair Work	\$47.00	\$250.00	\$10.00
55	Rip Rap & Wire Mattress –New Installation	\$5,000.00	\$675.00	\$800.00
56	Gabion Basket –New Installation	\$1,100.00	\$710.00	\$650.00
57	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep –Core Drill	\$1,200.00	\$1,800.00	\$3,415.00
58	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep –Core Drill	\$2,400.00	\$2,300.00	\$340.00
59	Rock Excavation	\$65.00	\$375.00	\$140.00
60	Select Fill Material-Delivered	\$3,200.00	\$1,295.00	\$2,730.00

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	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
61	Smoke Testing-Supervisor	\$14,000.00	\$4,800.00	\$10,000.00
62	Smoke Testing-Helper	\$8,000.00	\$3,600.00	\$4,240.00
63	Smoke Testing Traffic Control Allowance	\$5,000.00	\$5,000.00	\$5,000.00
64	Materials Testing - Allowance	\$2,000.00	\$2,000.00	\$2,000.00
65	Street Cut Permits - Allowance	\$2,000.00	\$2,000.00	\$2,000.00
	<b>Total Base Bid Incl: allowances, mobilization, Demobilization, labor, materials, equipment, bonding, insurance, etc.</b>	<b>\$163,971.00</b>	<b>\$166,293.00</b>	<b>\$244,863.15</b>



# **GENERAL CONDITIONS & SPECIAL CONDITIONS**

# **GENERAL CONDITIONS**

## **1. DEFINITIONS**

Wherever used in any of the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof unless another meaning is clearly specified:

**ADDENDA** - Written or graphic instruments issued prior to the execution of the Contract Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

**ARCHITECT/ENGINEER (A/E)** – New Mexico registered architect or registered professional engineer or the Architect's or professional engineer's designated representative, who is working directly under the direct supervision of the architect or professional engineer. For design/build delivery projects, the Architect/Engineer (A/E) shall mean the New Mexico licensed architect or registered professional engineer who is retained by or teamed with the Contractor to develop the design and construction plans for the project.

**BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER** - Any person, firm or corporation submitting a Bid for the Work.

**BONDS** - Bid, Performance, and Labor and Materials Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

**CALENDAR DAY** – Each and every day shown on the calendar, Beginning and ending at midnight.

**CHANGE ORDER** - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

**CITY** - City of Santa Fe, New Mexico.

**CONSULTING ENGINEER** – New Mexico registered professional engineer, or the designated representative, who is working under the direct supervision of the consulting engineer, who has designed the technical aspects of this project for the City of Santa Fe.

**CONTRACT DOCUMENTS** - The Construction Contract and those additional documents identified and incorporated by reference therein.

**CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents and as specifically set forth in the Construction Contract.

**CONTRACT TIME** - The time period stated in the Contract Documents for the completion and acceptance of the Work by the Project Manager. This time may be defined as a specified fixed date, given number of work days, or a given number of calendar days

**CONTRACTOR** - The person, firm or corporation possessing the proper New Mexico Contractors license (s) with whom the City has executed the Construction Contract.

**ENGINEER** - The City of Santa Fe Wastewater Management Division Engineer, or designated representative, assigned to manage the project contract. Engineer shall mean New Mexico registered professional engineer.

**EXTRA WORK** – 1) an item of work ordered under the contract for which there is no unit bid price, or 2) when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or 3) when, in the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or of unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site any of which will require the Contractor to significantly alter the method, prosecution and progress of the work, or 4) when the original contract quantity of a major item is adjusted by more than twenty-five percent (25%).

**FIELD ORDER** - A written order effecting a change in the Work which does not involve an adjustment in the Contract Price or an extension of the Contract Time, issued by the Project Manager to the Contractor during performance of the Work.

**HOLIDAYS** – Holidays will be observed as follows unless otherwise provided by the City Council:

New Years Day

Martin Luther King Jr.'s Birthday

Presidents Day (observed the day following Thanksgiving Day)

Memorial Day

Independence Day (4<sup>th</sup> of July)

Labor Day

Santa Fe Fiesta (1/2 day)

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**NOTICE OF AWARD** - The written notice of the acceptance of the Bid from the City to the successful Bidder.

**NOTICE TO PROCEED** - Written communication issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

**PLANS** - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the City.

**PROJECT** - The undertaking for which the Work is to be performed as provided in the Contract Documents.

**PROJECT MANAGER** - The person designated by the City or its Engineer to be responsible for supervising the performance of the Work by the Contractor and compliance with the Contract Documents.

**SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated, performed or installed.

**SPECIFICATIONS** - Written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

**SUBCONTRACTOR** - An individual, firm or corporation approved by the City and having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**SUBSTANTIAL COMPLETION** - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

**SUPPLIER** - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**WORK** - All labor necessary to produce the construction or services required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project as more specifically described in the Contract Agreement.

**WORKING DAY** - Each day, exclusive of Saturdays, Sundays, and holidays, as set out in Subsection 1 HOLIDAYS, on which work can be effectively prosecuted for six hours or more. The determination of whether a working day will be charged will be made by the Project Manager or Engineer at the beginning of the work day. No time will be charged if the weather improves after a non-working day has been declared, unless the contractor chooses to perform work, and only if that work is performed for six (6) hours or more. No time will be charged for work done to preserve and protect existing work during non-working days. A working day will be charged when work is effectively prosecuted for six (6) hours or more on any contract item that requires inspection or testing by the City on a Saturday, Sunday or holiday. The contractor may elect to observe a national holiday in lieu of observing the City holiday, as defined in HOLIDAYS in which case, for the purpose of assessing working days, the city holiday will no longer be considered a holiday.

**WRITTEN NOTICE** - Any notice to any party of the Construction Contract relative to any part of this Contract Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the said party's last given address, or delivered in person to said party or the said party's authorized representative on the Work.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

The Contractor may be furnished additional instructions and detail drawings, by the Project Manager, as necessary to carry out the Work required by the Contract Documents.

Additional drawings and instructions thus supplied to the Contractor by the Project Manager will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.



### **3. SCHEDULES, REPORTS AND RECORDS**

The Contractor shall submit to the Project Manager such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable in a format approved by the Project Manager for the Work to be performed. The construction schedule shall be submitted to the Engineer before the Pre-construction meeting.

With each such partial payment application, the Contractor shall submit to the Project Manager updated construction progress schedule showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

- A. The dates at which special detail drawings will be required; and
- B. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit to the Project Manager prior to commencing the Work, a schedule of payments that Contractor anticipates it will earn during the course of the Work.

The Contractor shall provide a two-week advance written notice to the Project Manager on any planned road closures with the dates and times of the length of the anticipated closure.

### **4. PLANS AND SPECIFICATIONS**

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials (except for materials specified to be furnished by the City), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Work in an acceptable and professional manner, ready for use, occupancy or operation by the City. The original set of plans will be kept at the Wastewater Treatment Plant during the construction of this project.

### **5. SHOP DRAWINGS**

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer, Project Manager or the Project Manager's designated representative, shall promptly review all Shop Drawings. The approval of the Engineer, Project Manager or the Project Manager's designated representative of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer or Project Manager's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer, Project Manager or the Project Manager's designated representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager upon request.

## **6. MATERIALS, SERVICES AND FACILITIES**

It is understood that, except as otherwise may be specifically stated in the Contract Documents, the Contractor shall provide and pay for the costs and associated taxes for all materials (except for materials specified to be furnished by the City), labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment furnished by the Contractor shall be in accordance with samples submitted by the Contractor and approved by the Engineer or Project Manager.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor, subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

The Owner may hire and pay for an independent testing company and testing laboratory to complete verification testing for work completed by the Contractor. The Contractor shall be responsible for quality control of all work for the project and is responsible for ensuring that all work is completed in accordance with the Contract Documents including associated compliance testing. Any costs associated with quality control of completing the required work in the contract documents including compliance testing shall be considered incidental to the cost of completing the work.

Inspections, tests or approvals by the Engineer or Project Manager, or others shall not relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer, Project Manager and the Project Manager's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer, Project Manager or the Project Manager's representatives, it must, if requested by the Engineer, Project Manager or the Project Manager's representatives, be uncovered for the Engineer, Project Manager or the Project Manager's representative's observation and replaced at the Contractor's sole expense.

If the Engineer or Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer or Project Manager's request, will

uncover, expose or otherwise make available for observation, inspection or testing as the Engineer or Project Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

## **8. PATENTS**

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly provides such information to the Project Manager.

## **9. SURVEYS, PERMITS, REGULATIONS**

The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes. When it becomes necessary by reason of construction to remove or obliterate any triangulation station benchmark, corner, monument, stake, witness mark or other survey reference mark, it shall be the duty of the Contractor to cause, at the Contractor's sole expense, the mark to be re-established by a registered surveyor in accordance with New Mexico State Statute 61-23-28.

Unless otherwise stated in the Contract Documents or agreed to in writing by the City all permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in Section 14, Changes in the Work.

## **10. PROTECTION OF WORK, PROPERTY AND PERSONS**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, landscaping, irrigation systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with and provide all notices required by all applicable laws, ordinances, rules, regulations and orders of every public body having jurisdiction over the Contractor, the City or the Project. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the City or the Engineer or Project Manager, or any one employed by either of them or anyone for whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Project Manager or City, shall act to prevent threatened damage, injury or loss. Contractor will give the Engineer or Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

## **11. PROTECTION OF UTILITY RIGHTS-OF-WAY AND SERVICES**

Where the Contractor's operations are adjacent to railways or utilities or are adjacent to other properties, damage to which may result in considerable expense, loss or inconvenience, work shall not commence until the Contractor has made all arrangements necessary to protect these facilities.

The Contractor shall cooperate with the owners of underground or overhead utility lines in their removal and rearrangement operations in their removal or relocation in order to eliminate duplication of effort by utility owners and to prevent interruption of service.

If water or utility services are interrupted due to accidental breakage or as a result of being exposed or unsupported during the Contractor's operations, the Contractor shall provide continuous repair work until the service is restored. No work shall be commenced around fire hydrants until provision for service has been approved by the local fire authority.

The contractor agrees and recognizes that there are ongoing operations of City facilities at and around the project site. It shall be the responsibility of the Contractor to coordinate work with said City facility operations.

## **12. PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out the provisions of these specifications or in exercising powers or authority granted to them by or within the scope of the contract, there shall be no liability upon the City's Engineer, Project Manager, or their authorized representatives, either personally or as officials of the City, it being understood and agreed that in such matters they act solely as agents and representatives of the City

## **13. CHANGES IN THE WORK**

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the Construction Contract. If such changes increase or decrease the amount due under

the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Contract Change Order.

The Engineer or Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer or Project Manager, unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer or Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City.

#### **14. CHANGES IN CONTRACT PRICE**

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum.
- C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work covered by the Change Order. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of such Work to cover the cost of bonds, insurance, and profit.

#### **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and it is important that the Work be vigorously pursued to completion. The cost to the City of the administration of the contract, including engineering, inspection and supervision, will be increased as the time occupied in completing the work is increased. The operation of City facilities is subject to detriment and inconvenience when full use cannot be made of an incomplete project.

The Contractor will proceed with the Work at such rate of progress to insure full completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work described herein is a reasonable time, and that in submitting a bid on the Project and executing the Construction Contract the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

Should the Contractor fail to complete the Work within the Contract Time, or such extension of contract time as has been granted by the City, then the Contractor agrees to the following schedule of liquidated damages representing inconvenience and monetary damage to the City and the operation of its facilities:

<b>Original Contract Amount</b>			
<b>From More Than</b>	<b>To And Including</b>	<b>Charge Per Calendar Day</b>	<b>Charge Per Work Day</b>
\$ 0	\$ 100,000	\$ 250	\$ 350
\$ 100,000	\$ 500,000	\$ 600	\$ 600
\$ 500,000	\$ 1,000,000	\$ 800	\$ 1,100
\$ 1,000,000	\$ 2,000,000	\$ 1,150	\$ 1,600
\$ 2,000,000	\$ 4,000,000	\$ 1,350	\$ 1,900
\$ 4,000,000	\$ 8,000,000	\$ 1,725	\$ 2,450
\$ 8,000,000	\$ <i>no limit</i>	\$ 1,925	\$ 2,750

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may, in its sole discretion, determine that such event has delayed the critical path of the Work or overall completion of the Work after considering the advice of the Project Manager, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Project Manager and City, not more than 10 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress narrative report to the Project Manager. Within thirty days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay shall be waived by the Contractor.

Except as otherwise provided below, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, when such hindrance or delay is the result, directly or indirectly, of the Contractor's action or inaction or the action or inaction of the Contractor's agents, representatives or subcontractors or when such delay was foreseeable or avoidable. In the event that a hindrance or delay in the orderly progress of the Work was not, directly or indirectly, the result of the Contractor's action or inaction, and when such delay was not foreseeable or avoidable, the City may pay the Contractor for any additional costs or expenses directly incurred as a result of the delay that cannot reasonably be avoided or reduced, which the Contractor demonstrates to the satisfaction of the City. Except as provided above, Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the City's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed



as compensable delays, it being acknowledged that the Contract Price includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

## **16. CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all Work rejected by the Engineer or Project Manager for failure to comply with the Contract Documents, whether incorporated in the Project or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without any expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's sole expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City may remove or correct such Work and store the materials at the sole expense of the Contractor. If at the time the City removes or corrects such Work and stores materials and any amount of the Contract Price is then due and owing to the Contractor, the City may deduct from the amount owed to the Contractor, the costs incurred by the City for such removal, correction and storage.

## **17. SUSPENSION OF WORK, ORDERED BY THE ENGINEER**

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt of the request, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or its subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and the City will modify the contract in writing accordingly.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this section to the extent that performance would have been suspended or delayed by other causes, or for which an adjustment is provided for or excluded under other terms or conditions of this contract.

## **18. DEFAULT OF CONTRACT**

The Contractor is in default of the Contract if the Contractor:

- A. Fails to begin work under the contract within the time specified in the "Notice to Proceed," or:
- B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or:

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or:

D. Discontinues the prosecution of the work, or:

E. Fails to resume work which has been discontinued within a specified (minimum 14 calendar days) time after notice to do so, or:

F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or:

G. Allows a final judgment, in a suit filed in connection with this contract, to stand against him unsatisfied for a period of thirty (30) calendar days, or:

H. Makes an assignment, in connection with this contract, for the benefit of creditors, or:

I. For any other cause, except as provided in the Construction Contract, fails to carry on the work in an acceptable manner.

The Project Manager will give notice in writing to the Contractor and the Contractor's surety of such delay, neglect, or apparent default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the City may, upon written notification from the Engineer of the fact of such delay, neglect, or apparent default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract to declare the Contractor in default and take the prosecution of the work out of the hands of the Contractor and demand compliance by the surety of the terms, conditions and obligations contained in the Performance Bond executed by the surety and Contractor.

Upon the default of the Contractor as set forth above, the surety shall take charge of said work and complete the contract at its own expense pursuant to the terms of said contract, receiving, however, any balance of funds due and owing Contractor in the hands of the City under said contract. In the event the surety fails to take charge of the project upon the demand of the City to do so, the City may undertake to complete the project with its own forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the City, together with the cost of completing the work under contract, will be deducted from the contract funds, which are due or may become due the defaulting Contractor. If such expense exceeds the sum which would have been payable under the contract, then the defaulting Contractor and the surety shall be jointly and severally liable for the amount of such excess expense.

## **19. TERMINATION OF CONTRACT – NO FAULT OF CONTRACTOR**

After ten (10) days from delivery of a Written Notice to the Contractor from the Project Manager, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Construction Contract. In such case, the Contractor shall be paid for all Work executed in conformance with the Contract Documents and any expense sustained plus reasonable profit.

## **20. PAYMENTS TO CONTRACTOR**

Payments to the Contractor by the City shall be as specified in the Construction Contract, and as specified in the Special Conditions.

Prior to Substantial Completion, the City, with the approval of the Project Manager and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

The City shall have the right to enter the premises where the work is being performed for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the Work, the Project Manager shall issue a certificate attached to the final payment request that the Work has been accepted by the Project Manager under the conditions of the Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

## **21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Materials Payment Bond.

## **22. ASSIGNMENTS**

Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Construction Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

## **23. SUBCONTRACTING**

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The City must approve the use of any Subcontractor.

The Contractor shall not award Work to Subcontractor(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.

At the Pre-construction conference, the Contractor shall submit a list of all subcontractors and material suppliers to be utilized on the Project. For design/build delivery projects, the Contractor shall list the Architect/Engineer and the manufacturer for the building or pre-engineered structure on the Bid Form. The Contractor shall also comply with provisions of the Contractors Fair Practice Act.

The Contractor shall be fully responsible to the City for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts that require Contractor to make prompt payment in accordance with the Retainage Act (NMSA 1978, 57-28-1, etseq.)

Nothing contained in this Contract Agreement shall create any contractual relation between any Subcontractor and the City.

## **24. DUTIES OF THE CONTRACTOR**

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any of the conditions of the Contract. The Contract requires performance of services entirely at the Contractor's risk and Contractor has agreed to indemnify the City from all claims, demands and actions, arising from the Contractor's actions, errors or omissions.

The Contractor will supervise and direct all work to be performed pursuant to this Agreement. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain at the project site a qualified superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the services provided pursuant to this Agreement.

Construction Surveying will be provided by the Contractor.

## **25. JOB SITE ADMINISTRATION**

Except as provided in the Instructions to Bidders, the outdoor storage and staging yard must be obtained by the contractor at his/her sole expense. The Contractor shall erect a security fence to enclose the storage and staging area and be responsible for orderly use of the storage sites and clean up of all areas affected by the project to the original condition. Construction materials and equipment such as tools, scaffolds, forms and excess material not in use shall be stored or stacked in neat order at the contractor's storage site.

Services performed pursuant to this Agreement are not to interfere with the city's normal operation and maintenance. All areas affected by this project are to be kept continually clean and free of debris. Areas where welding is occurring are to be shielded to prevent flying sparks and debris.

Contractor shall be responsible for all areas of the site used by the Contractor, subcontractors, suppliers or other involved in performance of the services to be performed in the Contract. Contractor shall have the right to exclude all persons who have no purpose or function related to the performance or inspection of the services, except personnel employed by the city or other governmental agencies. Contractor may require all persons on the site of the work to observe all regulations the Contractor requires of the Contractor's employees. Contractor will exert full control

over the site and personnel with respect to use, safety and preservation of property and the existing facilities, except for controls as reserved to City or others.

Contractor shall at all times keep the site free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the services to be performed in the Contract, Contractor shall remove Contractor's waste materials and rubbish from and about the project, as well as all Contractor's tools construction equipment, machinery, and surplus materials, and shall clean all surfaces.

Volatile, hazardous or dangerous wastes shall be properly stored and disposed of daily in covered metal containers. The Contractor shall promptly remove all spilled or splattered materials from surfaces to prevent marring, staining, or their damage. All wastes shall be disposed in compliance with applicable anti-pollution laws and local ordinances. Adequate clean-up will be evaluated prior to all applications for progress payment.

The Contractor shall be responsible for and shall pay all landfill disposal fees related to this project.

## **26. PROJECT MANAGER'S AUTHORITY**

The Project Manager or the Project Manager's designated representative shall act as the City's representative, acting under the direction and supervision of the Engineer, during the performance of the Work in connection with the Project. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager, will make visits to the site and determine if the Work is proceeding in accordance with Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Manager shall promptly make decisions relative to interpretation of the Contract Documents.

## **27. CLAIMS FOR ADJUSTMENT – DISPUTE RESOLUTION**

The Contractor may make claims for additional compensation or time extension only when the Engineer disallows time extension requests which have been properly submitted by the Contractor, or for disputes alleging that work requested to be performed is extra work.

The Contractor is barred from filing claims after the Engineer has determined the work ordered is extra work.

To make a claim, the Contractor shall notify the Engineer, through the Project Manager, in writing of the intention to make a claim for such additional compensation before the Contractor begins the work on which the Contractor bases the claim, or in the case of Termination of Contract – No fault of Contractor, within thirty (30) days of the effective termination date.

If the timely notification is not given, and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby

waives claims for such additional compensation. Such notification by the Contractor, and the fact that the Project Manager has kept account of the cost as previously stated, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after review by the Project Manager and Engineer is found to be just, the Engineer shall originate a change order and submit the change order for approval.

All notifications of claim shall be made in writing to the Engineer, through the Project Manager, who shall either accept or deny the claim within thirty (30) calendar days.

If the claim is denied, or if the Contractor and the Owner cannot negotiate a satisfactory basis of payment or time extension, then the Contractor may proceed with litigation in a court of competent jurisdiction. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District and any action or suit commenced in a federal court shall be brought in the United States District Court for the District of New Mexico.

## **28. LAND AND RIGHT-OF-WAY**

Prior to issuance of Notice to Proceed, the City shall obtain all land and right-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise specifically provided in the Contract Documents.

The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at the Contractor's own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

## **29. GUARANTY**

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance of final payment of the Contract Price. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance of final payment of the Contract Price of the Work that the completed Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

The Contractor shall provide the City with all certificates of long term guaranty or warranty regarding mechanical equipment, structural systems, paint, coating or finish.

## **30. MISCELLANEOUS**

**TAXES** - Contractor shall be responsible for the payment of all applicable taxes levied on the Contract Price paid under this Agreement, including but not limited to the State of New Mexico gross receipts tax.



**INDEPENDENT CONTRACTOR** - The nature of the Contractor to the City shall be that of an independent contractor. The Contractor, and all employees and subcontractors of the Contractor, shall not be deemed agents, employees or servants of City. This Agreement shall not be construed as a joint venture or partnership between the parties hereto. The City will not withhold taxes, F.I.C.A. or the like from the payment for the Work. Nothing in this Agreement burdens the City with the duties of an employer concerning Contractor, or any employee or subcontractor of the Contractor, under any state workers' compensation laws, any state or federal occupational health and safety laws or any other state or federal laws. The Contractor and all employees or subcontractors of Contractor shall not participate in any of the "fringe benefits" generally made available by the City to its officers or employees. The City shall not provide the Contractor office space, clerical help, supplies or the like. The Contractor shall not have the benefit of an expense account, but the City shall reimburse the Contractor for extraordinary expenses incurred by Contractor in connection with the performance of the Construction hereunder, where the City agrees in advance to do so.

**CONTRACTOR'S AUTHORITY** - Contractor shall not enter into any agreement with any person which binds, or is intended to bind, City to any duty or obligation unless the City has given Contractor prior written consent to represent the City in such matter. Nor shall Contractor make representations to any person which indicate that Contractor is acting on behalf of the City, without the City's prior written authorization.

**CONTRACTOR'S RIGHT TO CONDUCT BUSINESS** - Nothing in the Contract Agreement or Contract Documents shall preclude or limit the Contractor from pursuing unrelated business opportunities; provided, however, that Contractor shall at all times during the term of the Contract Agreement, maintain the ability to perform its obligations hereunder in a professional and timely manner. Nor shall City limit or interfere with the Contractor's ability to manage its business or employees.

**SANITARY, HEALTH, AND SAFETY PROVISIONS** - The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements of the State and local Boards of Health or of other bodies having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards.

The Contractor shall provide on site, for the duration of the work, restroom facilities for the use of the Contractor's employees.

**CLEAN AIR AND WATER POLLUTION CONTROL ACTS** - During the performance of this Agreement, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

Any facility to be utilized in the performance of any non-exempt contract or subcontract is not to be listed on the list of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USE 1857c-8 and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring entry, reports and information, as well as all other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Contractor and all subcontractors will notify the City of any notification received from the Direct, Office of Federal Activities, EPS, indicating that a facility utilized, or to be utilized for performance of the obligations under the Contract, is under consideration to be listed on the EPA list of Violating Facilities.

Contractor will include, or cause to be included, the criteria and requirements in Section 25.6 of these General Conditions to the Agreement in every subcontract, and Contractor will take such action as the owner, or any governmental authority with jurisdiction, may direct as means of enforcing such provisions.

## **SPECIAL CONDITIONS**

### **1. AMERICANS WITH DISABILITIES ACT COMPLIANCE:**

The Contractor will comply with all relevant provisions of the Americans with Disabilities Act, as well as with the New Mexico Human Rights Act, and all other applicable local, state and federal laws governing the rights of the disabled.

### **2. WAGE RATE DETERMINATION:**

Issuance of the following wage rate determination is done pursuant to Section 13-4-11 N.M.S.A. 1978, as amended, or such successor statute and with duly adopted rules and regulations properly registered with the Supreme Court, as required by law, and other statutes pertaining to public works in New Mexico.

Each certified payroll shall have the correct Wage Rate Decision Number printed clearly on the first page. The Contractor and all Subcontractors shall also submit certified payrolls. Prior to the issuance of a Certificate of Payment, the Contractor shall determine that a certified payroll has been submitted to the State Labor Commission as provided for by State law and that all other provisions applicable to and relating to the payment of wages to artisans, draftsmen, and laborers has been abided by and that said payments have been made in accordance with established scales as furnished by the State Labor Commission for this particular contract. In addition, the Contractor will not be allowed to split an individual worker(s) time/wages between crafts/laborer classifications.

### **3. SCHEDULE OF VALUES**

Before the Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, once mutually agreed upon between the Engineer and the Contractor shall become the basis for the Contractor's Applications for Progress Payments.

### **4. APPLICATION FOR PROGRESS PAYMENT:**

Contractor shall submit (but not more often than once a month), to the Project Manager for review an Application for Progress Payment filled out and accompanied by such supporting documentation as is required by the Contract Documents and also as the Project Manager may reasonably require. The City shall have seven (7) days to review the Application for Progress Payment either to accept or reject. If application is accepted then City shall have twenty-one (21) days from day of receipt to process payment. If application is rejected, Contractor has to resubmit a new Application for Progress Payment. Once application is resubmitted the twenty-one (21) day timeframe is reinstated. These Applications for Progress Payments shall be on the basis of estimates made by Contractor and shall be as specified in the Contract Agreement. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, satisfactory to City as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Application for Progress Payment shall include an affidavit of Contractor stating

that all previous payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Progress Payment. All Applications for Progress Payment shall be submitted on an Application and Certification for Payment form as approved by the Project Manager. Contractor shall obtain from all suppliers of services and materials a release and waiver of all liens. Such releases and waivers shall be submitted with the Contractor's Application for Progress Payment.

**5. CONTRACTOR'S WARRANTY OF TITLE**

Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

**6. WARRANTY**

Contractor shall pay City, or make at the Contractor's own expense, all repairs, replacement or payments necessitated by defects in materials or workmanship supplied under the terms of the Contract which exist within one year after the date of final acceptance of the Work or such longer period of time as may be prescribed by applicable law or regulation in a reasonable and timely manner.

The Contract shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter.

Contractor shall be fully responsible for all direct, indirect and consequential costs to the City approximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by a subcontractor or supplier. Contractor shall also hold the City harmless from liability of any kind arising from damage due to said defects.

Contractor shall make all repairs and replacements or payments promptly upon receipt of written order from the City. If Contractor fails to make the repairs, replacements or payments promptly, City may do the work and Contractor and the Contractor's Surety shall be liable for cost thereof, including but not limited to, fees and charges of engineers, architects, attorneys and other professionals.

**7. PROVISIONS FOR SAFETY:**

The Contractor will be required to make whatever provisions necessary, to provide for the safety and welfare of the public and City employees during construction.

**8. PRE-CONSTRUCTION CONFERENCE**

A pre-construction meeting shall be scheduled between the Owner and the Contractor and shall be conducted at the time and location specified in the Notice of Pre-construction Meeting which will be presented to the Contractor after execution of the construction contract. At this meeting the Engineer and Project Manager will discuss administrative matters with the Contractor and the Sub-contractors and further orient the Contractor to the requirements of the Contract Documents. The Contractor shall introduce responsible personnel (to be in attendance), present and discuss the

construction schedule, and discuss approach and construction methods to complete the work and utility coordination, as applicable.

**9. CONTRACTOR PERSONNEL INFORMATION:**

The Contractor will provide the following information to the Project Manager:

- A. Contractor's Project Manager: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
- B. Contractor's Superintendent: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_  
  
FAX No.: \_\_\_\_\_ e-mail: \_\_\_\_\_
- C. Architect/Engineer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
FAX No.: \_\_\_\_\_ e-mail: \_\_\_\_\_
- D. A/E's Project Representative: \_\_\_\_\_
- E. Testing Laboratory: \_\_\_\_\_
- E. Emergency contact phone numbers  
(1) Person/Address \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
(2) Person/Address \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
(3) Person/Address \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
- F. List of authorized signatures for:  
Certified payrolls; Payroll affidavits; Change orders; Progress payment certifications:  
\_\_\_\_\_  
\_\_\_\_\_  
E. Project Safety Officer: \_\_\_\_\_  
F. Equal Employment Opportunity Officer: \_\_\_\_\_  
G. List of tentative suppliers: \_\_\_\_\_

The person listed in "B." will become the Contractor's Superintendent of Record. The Contractor will not be allowed more than one (1) Superintendent. The Contractor's Superintendent shall supervise the project and be available at all times that construction is in progress.

## **APPENDIX A**

### **REQUIRED INSURANCE**

#### **A.1 Contractor's Required Insurance**

A.1.1 **General Requirements:** Contractor shall not commence nor continue to perform any of the Work unless he, at his own expense, has in full force and effect all Required Insurance as set out in this Appendix A. The Contractor shall not permit any Subcontractor to perform work on the Project unless the Workers' Compensation/Employer's Liability Insurance and Liability Insurance requirements have been complied with by such Subcontractor as provided herein. The types of insurance the Contractor (and Subcontractors) shall obtain and maintain are set forth herein. All insurance policies carried by the Contractor or its Subcontractors pursuant to this Appendix A shall be **primary** and **non-contributory** as to any insurance carried by the City of Santa Fe.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through any warranty period.

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

Unless otherwise provided herein, the Contractor shall be responsible (without any reimbursement from the City) for payment of the amount of any deductible under any of the insurance policies.

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

In addition to the Certificates of Insurance, Contractor will deliver to the City Representative with the signed Contract Declaration pages for each of the insurance coverages. Certified copies of the (1) Project Specific Builder's Risk Insurance Policy; and (2) the Workers' Compensation and Employer's Liability Insurance Policies (and all endorsements pertaining to such coverages) shall be delivered to the City Representative not later than 7 days after Notice of Award of the Contract by the City (and in any event prior to the commencement of any work at the Project Site).



Due to proprietary and competitive concerns, as to the Commercial General Liability Policy (CGL); the Automobile Liability Policy (Auto); the City and Contractor have agreed to the following procedures:

- (1) In the event any claim (or notice of claim) is submitted under any such policies, and the insurance carrier denies coverage, or fails to adjust and resolve such claims in a timely manner, or fails to procure and pay for the defense of such claim, or provides a defense under a reservation of right, then certified copies of the policies (and all endorsements thereto) shall promptly be provided to the City of Santa Fe.

The Liability (and Employer's Liability) insurance herein may be satisfied by excess coverage policies that comply with the Required Insurance under this Appendix A. Exhibit A is the coverage Contractor has agreed to provide to meet the Required Insurance.

If the City is damaged by Contractor's failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the City for all costs, expenses, and damages resulting therefrom. All insurance policies to be furnished by Contractor under this Agreement shall be subject to approval by the City. All insurance policies shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the City and any Additional or Named Insured from claims by third parties, including employees of the Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Contract.

A.1.2 Workers' Compensation and Employer's Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et. seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain through Final Completion of the Contract and any warranty period Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Applicable Law in the amounts required by Applicable Law or as set out herein. Such insurance shall include coverage permitted under Applicable Law for safety devices. Contractor shall also provide Employer's Liability coverage of \$1,050,000 (including excess coverage) each person, such combined insurance is to cover claims for damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of the Contractor while engaged in the performance of any portion of the Work or services or labor under the Contract.

A.1.3 Liability Insurance: The Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein through Final Completion and any warranty period as will protect the Contractor and the Additional Insured from claims which may arise out of or result from Contractor's activities, operations, omissions, and actions concerning the Project, the Work, or the Contract (including activities, operations, omissions, or actions by any Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractors, or by anyone for whose acts any of them may be liable). The Contractor shall procure, pay for, and maintain, from the execution of the Contract through Final Completion (and through any warranty period), Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

\$ 4,000,000 General Aggregate

\$ 1,050,000 Personal Injury  
\$ 1,050,000 Each Occurrence

The CGL policy of Contractor shall be A broad form@ coverage and must include liability coverage in the amount of \$1,050,000 per occurrence for the following:

Bodily Injury and Property Damage;  
Premises/Operations;  
Independent Contractors Protective;  
Contractual Liability covering the Contract;  
Broad Form Property Damage including Completed Operations;  
Personal Injury/Advertising Injury with Employment Exclusion deleted;  
Explosion, Collapse, and Underground (XCU)

The Commercial General Liability Insurance shall include an endorsement stating that the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents are named additional insureds (Additional Insureds) under the policy. Such policy shall also contain an appropriate crossclaim provision and severability of interest provision so that appropriate claims asserted by the City against the Contractor may still be covered. The Contractor's Commercial General Liability Insurance (and Automobile Liability Insurance) shall be deemed the primary insurance coverage for all covered losses.

The Contractor shall procure and maintain, from the execution of this Agreement through Final Completion and any warranty period, Automobile Liability Insurance. The limits shall be: \$1,050,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor or any of its Subcontractors in performance of the Work.

A.1.4 Builder's Risk Insurance: **BUILDER'S RISK IS NOT REQUIRED FOR BID 21/46/B** At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named Insured. The City of Santa Fe shall be named as Additional Insured under the policy. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for business interruption, equipment and machinery, delay in opening, and testing shall be included.

Contractor shall also carry equipment coverage insurance on an “all risk” basis covering equipment owned, leased, or used by Contractor.

With respect to correcting defective workmanship, the coverage shall include the cost of repairing damage caused thereby.

The Builder’s Risk policy shall provide coverage for “soft costs” incurred by the City for any covered loss (up to an aggregate limit of \$250,000.00).

A.1.5 Contractor’s Liability Not Limited by Insurance: Nothing contained in this Appendix A is to be construed as a limitation of the liability of Contractor or Contractor’s surety under the Contract.

A.1.6 All insurance policies carried by the Contractor (and its Subcontractors) shall include a waiver of subrogation in favor of the Additional Insureds under either the CGL or the Builder’s Risk sections of this Appendix A.

A.1.7 Forms of Policies. The Commercial General Liability Policy shall be substantially equivalent to most current version of ISO CG 0001. The Automobile Liability Policy shall be substantially equivalent to most current ISO CA-00-01.

## Exhibit A

### **Minimum Insurance Coverage**

The Contractor shall obtain, pay for and maintain the insurance coverage listed below in connection with the Work:

Commercial General Liability –	<u>Combined Single Limit</u>
General Annual Aggregate Limit	\$4,000,000
Personal Injury Limit	\$1,050,000
Each Occurrence Limit	\$1,050,000
Workers' Compensation	
Coverage A	Statutory limits
Employers Liability:	
Bodily Injury by accident	\$1,050,000 each accident
Bodily Injury by disease	\$1,050,000 each employee
Bodily Injury by disease	\$1,050,000 policy limit
Automobile Liability	
Limit for Each Accident	\$1,050,000
Coverage to include all owned, non-owned, and hired vehicles	
Project-Specific Builder's Risk Coverage – "All Risk"/Special Form	Amount Equal to Actual Cash Value of Project

*Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system  
Price Agreement  
Bid 21/46/B*

**“STANDARD SPECIFICATIONS”  
FOR  
CITY OF SANTA FE**

The New Mexico State Highway Department Standard Specifications, 2000 Edition or most up to date version, shall govern construction of this project except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The New Mexico Standard Specifications for Public Works Construction and 2006 EDITION or most up to date version shall govern construction of manholes and related appurtenances, except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The most recent version of the City of Santa Fe Wastewater Division Standard Specifications shall govern construction of water utilities and related appurtenances, except where revised or amended by the General Conditions, Special Provisions, and Supplemental Technical Specifications.

If there is a conflict between Standard Specifications and the General Conditions, Special Provisions or Supplemental Technical Specifications, the stricter requirement shall govern.



## SPECIAL PROVISIONS

### 1.01 INSPECTION, TESTING OF MATERIAL AND SUBMITTALS

A. **The contractor shall provide to the owner two (2) sets of submittal sheets for all material and products used in this project.** All Work shall be monitored by the City's Authorized Representative for compliance with all applicable specifications, codes, and standards. The Contractor shall provide access to all facilities for inspection purposes. Contractor shall notify City's Authorized Representative prior to commencing Work, should said Work be performed after normal working hours. Failure of Contractor to provide proper access of inspection of Work or to notify City of Work to be performed after normal working hours may result in said Work being unacceptable to City.

B. Observations, inspections, tests, or approval by the Owner or Owner's representative will be completed as part of verification testing for the benefit of the Owner to ensure that all work is being completed in accordance with the Contract Documents by the Contractor and shall not relieve the Contractor from Contractor's obligation to perform the work in accordance with the requirements of the Contract Documents.

C. See General Conditions and Supplemental Technical Specifications for additional requirements.

### 2.01 NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

A. All requirements outlined in the Federal Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), New Mexico Clean Water Act and the City of Santa Fe Storm Water Division shall be strictly adhered to during the course of constructing this project. Exposed areas of disturbance shall be kept to a minimum to perform project construction. **It is not anticipated that this project will be disturbing one (1) acre or more under each Work Order and an NPDES permit is not expected to be necessary. Compliance with these NPDES or the City of Santa Fe Storm Water Division requirements shall be incidental to the Work. As such, no separate payment will be made.** The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector for the City.
- Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

This work will include preparing and submitting a storm water pollution prevention plan (SWPPP) as well as the appropriate monitoring, reporting and certification of the approved SWPPP as required by the NPDES permit or The City of Santa Fe Storm Water Division.

### 3.01 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract.
- B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.
- C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street, vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.
- D. The Contractor will take the necessary precautions to prevent damage to properties adjacent to the Work. The Work will be performed in the vicinity of many historic buildings and features. The use of non-vibratory compaction equipment is required by the City and State near these areas. Compliance with this Section is the Contractor's responsibility and is incidental to the Work as such no separate payment will be made

### 4.01 PROTECTION OF UTILITIES AND PROPERTY

- A. Locations, elevations and dimensions of existing utilities, water line or sewer lines, manholes and associated structures are shown according to the best information available at the time of the preparation of the plans, but do not purport to be absolutely correct and are approximate. The Contractor will be responsible for verifying locations, elevations, and dimensions of all existing utilities which pertain to and affect the construction of this project. **All work associated with verifying location of existing utilities, sewer lines or manholes shall be considered incidental to the work and no additional payment will be made for these activities.**
- B. During performance of the Work, Contractor shall protect all utilities and property from damage. All utilities shall be spotted prior to any excavation Work by Contractor. Contractor shall call Bluestake One-Call System @ 811 and request utilities' locations forty-eight (48) hours prior to excavation in strict accordance with Bluestake One-Call System operating procedures. The Contractor will be responsible for locating all utilities Owned by the City of Santa Fe as part of construction activities. **Compliance with this Section is the Contractor's sole responsibility and is incidental to the Work. As such, no separate payment will be made.**

#### 5.01 INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

- A. The Contractor shall be required to arrange his construction/work schedule with the intent to minimize the impact on surrounding businesses and residences and to minimize the disruption of City traffic.
- B. The Contractor shall notify and obtain City's approval for any connections to existing wastewater facilities or collections system prior to the scheduling of any construction.
- C. Any work by the Contractor required outside the normal working hours of 7:00 am to 5:00 pm, Monday through Sunday, to minimize disruption to the City's businesses, residents and vehicular traffic shall be considered incidental to the work and no separate payment will be made.
- D. See Supplemental Technical Specifications for additional requirements regarding scheduling of work.

#### 6.01 CONSTRUCTION WATER – NON-POTABLE

- A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City's fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this Section (see 6.02).
- B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).
- C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.
- D. Reclaimed Water Use Rate: \$3.37/1,000 gallons (subject to change).
- E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:
  - 1. Construction dust control.
  - 2. Construction compaction+/-.
  - 3. Irrigation of landscaping under "restricted access conditions" (e.g., at construction sites and roadway medians).
- F. Uses Not Permitted:

1. Water used in a construction “process” (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.
2. Dust control on unpaved residential streets.
3. Street sweeping.

G. Other Provisions:

1. Signage: All haul vehicles must have the following visible on at least three sides—“Caution: Non-Potable Water, Do Not Drink”—and “Peligro: Agua Inbebestible, No Es Para Beber.”
2. Water tank must have lid.
3. Vehicle must have 1 ½ cup of bleach per 1000 gallon capacity.
4. Discharge must occur under gravity flow or under low pressure to minimize misting and when public contact is not likely to occur. If misting occurs, the area must be 100 feet from areas accessible to the public.
5. Discharge area must be 300 feet from potable water supply wells.

H. Permitting:

All reclaimed water users must obtain a “Reclaimed Water Use Application and Permit” from the Wastewater Management Division, City of Santa Fe. Compliance with the terms and conditions of reclaimed water use shall be the sole responsibility of the reclaimed water user. Questions should be directed to NMED/Ground Water Quality Bureau, 827-2900.

- I. For More Information, Contact: Matilda Shamy, Wastewater Management Division, 955-4651.

**J. All costs associated with the use of reclaimed water shall be incidental to the work.**

6.02 CONSTRUCTION WATER – POTABLE

**A. THIS SECTION 6.02 DOES NOT APPLY FOR THIS BID**

For the purpose of sewer line cleaning, potable water obtained from the City of Santa Fe fire hydrants may be used. The Contractor should contact Dora Marquez @ 505-955-4264 to obtain an application and to obtain current rates. A \$1200.00 deposit is required that is refundable upon project close-out. The charge for the meter rental is

\$195.13 per month. Water use rate is \$6.06/1000 gallons (1<sup>st</sup> 112,000 gal. Sept thru April), \$21.72/1000 gallons thereafter 112,000 gal. Sept thru April. \$6.06/1000 gallons (1<sup>st</sup> 160,000 gal. May thru August), \$21.72/1000 gallons thereafter 160,000 gal. May thru August. Conservation charge is \$1.00/1000 gallons for May thru October. Compliance with the terms and conditions of the potable water use agreement shall be the sole responsibility of the potable water user.

**B. All costs associated with the use of potable water shall be incidental to the work.**

#### 7.01 SUPERINTENDENCE BY CONTRACTOR

At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor.

#### 8.01 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished to the City by the Contractor for all material that has specifications requirements listed in the Contract. Certificate of Compliance shall be signed and notarized by the material Manufacturer stating that the materials supplied for Work under the Contract meet all required specifications.

#### 9.01 CORRECTION OF WORK

Should any of the materials of construction or work fail to meet the City's or City's Authorized Representative's approval they shall be forthwith reconstructed, made good, replaced, and corrected by the Contractor at his own expense.

#### 10.01 GENERAL GUARANTEE

A. The Contractor shall remedy any defects in the work and pay for any damages within a period of one year from date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

B. Items of warranty shall include, but not limited to spalling, cracking, shrinkage, and failure due to improper compactions. Items of warranty shall also include failures or the need for additional work resulting from the Contractor's application of sewer line replacement, repair, extension or rehabilitation technology.

#### 11.01 PUBLIC RELATIONS

The Contractor shall cooperate with the City or City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites. **The use of door hangers (written in both English and Spanish)** and/or personal visits to each affected residence informing them of the Work at least two days prior to beginning the Work is required. The Contractor shall prepare a brief and concise Fact Sheet of the proposed street closures for submittal to the City's Public Information Officer of the planned construction activities one week in

advance of the construction activity. The Contractor may be required to contact public/private agencies at the direction of the City's Office of Public Affairs. The Contractor shall provide the City's Authorized Representative with a copy of each Fact Sheet that is sent to the City's Office of Public Affairs. **The preparation and delivery of the door hangers, visits, and Fact Sheet will not be a separate pay item but shall be considered incidental to the work in executing the construction contract.**

## 12.01 TRAFFIC CONTROL

A. The Contractor shall provide traffic control including, but not limited to, changeable message sign boards (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the proposed traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required. **The Contractor shall be reimbursed for the direct rental cost of the CMSB plus ten (10) % based upon a paid invoice from the supplier or a pricing method as mutually agreed by the Contractor and City.**

F. Flagmen: The Contractor shall be responsible for providing Flagmen as required and when approved by the City. **The Contractor shall be reimbursed for the direct cost of the Flagmen plus ten (10) % based upon a paid invoice from the sub-contractor or a pricing method as mutually agreed by the Contractor and City.**

G. All items A through F, Section 12.01 – Traffic Control, shall be considered incidental to the work for the Unit Bid Item for Traffic Control in executing the construction contract.

### 13.01 PERMITS

Contractor shall obtain permits and pay for fees from the City of Santa Fe as outlined below:

#### A. Right-of-Way Access, Excavation and Restoration Permit

The Contractor shall complete and submit to the City a Right-of-Way Excavation and Restoration Permit. A permit along with a \$200.00 fee will be required for each street cut excavated and/or traffic control plan for access to the street right of way. In addition to the Right-of-Way Excavation and Restoration Permit and fee, a New Pavement Penalty of \$20.00 per square foot shall be charged for excavation where new pavement (within five years) has recently been placed by the City. This penalty is an addition to the \$200.00 permit fee. Reimbursement for permit fee, including new pavement penalty, paid by the Contractor shall be from the lump sum bid allowance as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's Project Manager for the purpose of determining the number of street cuts required for determination of permit fees.

#### B. Permit to Construct Driveway on City Right-of-Way

Contractor shall complete and submit to the City and Application for Permit to Construct Driveway. This permit shall be for all new and reconstructed driveways. A permit along with a \$200.00 fee will be required for each new or reconstructed driveway. Reimbursement for the fee paid by the Contractor shall be from the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's Project Manager for the purpose of determining the number of driveway permits required for determination of permit fees.

#### C. Sewer Service Permits and Inspection Fee

Contractor shall obtain, complete, and submit sewer connection permits for those sewer services that are to be reconnected. A \$50 fee will be required for each reconnected service. Reimbursement for the fee paid by the Contractor shall be from

the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. No permit or fee is required for the abandonment of a sewer service.

**D. Parking Meter Covers**

Contractor shall coordinate with the Parking Division one week in advance for the placement of covers over any parking meters and spaces that will be affected by the work. There is no charge from the Parking Division relating to the covering of meters.

**E. Agency and Permits**

<b>AGENCY</b>	<b>PERMIT/LICENSE</b>
Construction Industries Division –State of New Mexico	Building Permit for City owned property
Federal Aviation Administration or City of Santa Fe Municipal Airport	For any construction equipment that may effect airport operation, e.g. a crane
City of Santa Fe – Land Use	Prairie Dog Clearance
City of Santa Fe – Land Use	Building Permits
City of Santa Fe – Land Use	Dust Control Permit
EPA	NPDES Permit
City of Santa Fe- Wastewater Management Division	Reclaimed Water Permit
City of Santa Fe-Water Division	Water Utility Service

**All permit fees referenced in 13.01 Permits shall be reimbursed to the Contractor from the respective permit and inspection fee allowance in the bid submittal. Contractor's time required in obtaining permits is incidental to the work.**

**14.01 SUBMITTALS**

After checking and verifying all field conditions and measurements, Contractor shall submit to the Project Manager or Engineer for review a minimum two (2) copies of all



submittals which shall have been checked by and stamped with the approval of the Contractor. The Contractor shall prepare and complete submittal in a form as approved by the City's Project Manager or Engineer and include it with each submittal. The data shown on the submittals will be complete with respect to dimensions, calculations, design criteria, materials of construction, manufacturer and the like to enable Project Manager or Engineer to review the information as required.

The Contractor shall also submit to the Project Manager or Engineer for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor; identified clearly as to material, manufacturer, and pertinent catalog numbers; and the use for which intended.

At the time of each submission, the Contractor shall in notify the Project Manager or Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Documents.

The Project Manager or Engineer will review with reasonable promptness submittals but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Project Manager or Engineer and shall return the required number of corrected copies of submittals for review. The Contractor shall direct specific attention in writing or on resubmitted submittals revisions other than the corrections called for by the Project Manager or Engineer on previous submissions. The Contractor's stamp of approval on any submittal or sample shall constitute a representation to the Owner and the Project Manager or Engineer that the Contractor has either determined and verified all quantities, calculations, dimensions, field construction criteria, materials, catalog numbers and similar data or he/she assumes full responsibility for doing so and that he/she has reviewed or coordinated each submittal or sample with the requirements of the Work and the Contract Documents.

Where a submittal is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by the Project Manager or Engineer. A copy of each reviewed submittal and each reviewed sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager or Engineer.

The Project Manager or Engineer's review of submittals or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Project Manager or Engineer's attention to such deviation at the time of submission and the Project Manager or Engineer has given written approval to the specific deviation, nor shall any review by the Project Manager or Engineer relieve the Contractor from responsibility for errors or omissions in the submittal.

#### 15.01 PROJECT RECORDS

The Contractor shall maintain in a safe place at the project site one (1) record copy of all Specifications, Submittals, Drawings, Addenda, Modifications, TV Video Logs, and Shop Drawings which are currently annotated to show all changes made during the construction process. These documents shall be available to the Project Manager or Engineer for reference during the construction process. These documents shall be delivered in good condition to the Project Manager or Engineer upon completion of the Project. Final contract payment will not be released until these items have been received, inventoried, and reviewed for correctness and completeness by the Project Manager or Engineer. If deficiencies are found in the Project Records submitted, the Contractor will be required to correct such deficiencies and resubmit to the Project Manager or Engineer. All survey information and record information including manhole rim elevations, invert elevations, pipe diameters, and related information shall be shown by the Contractor on the as-builts and provided in electronic format when required by the Contract Documents.

#### 16.01 SEQUENCE OF WORK

- A. The sequence of work will be determined with the Contractor after the award of the contract. It is intended that the Contractor and City mutually establish a work sequence that benefits both and uses the expertise of both parties in establishing a work sequence. The Contractor is obligated to work. The City shall have the final approval of the sequence of work without any additional compensation to the Contractor
- B. The Contractor shall complete all work in one work area ( a work area is defined as the area referenced in an Individual Job Authorization - I.J.A.) or as Owner determines before beginning work in another work area such that the public right-of-way disruption throughout the City is minimized as much as possible. Completion of work shall include the sewer line rehabilitation or replacement, rehabilitation or replacement of manholes, reconnection of all sewer service lines, and the replacement of all curb, gutters, sidewalk, drive pads, and asphalt/concrete pavement.
- C. Work on more than one work area at a time will be allowed if authorized in writing by the Owner. Any special schedule requirements for multiple “work area” work will be noted on the written authorization.

#### 17.01 CONSTRUCTION STAGING – STORAGE AREAS

The Contractor may use, with the City’s approval, those areas of City land within the City of Santa Fe Wastewater Treatment Plant or other City properties as a staging-storage area for equipment and materials directly related to performance of this contract. The Contractor is solely responsible for all personnel, equipment and material stored within these areas.

#### 18.01 MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed Unit Item Bid Sheet as set forth in the Bid Proposal and in accordance with the Contract Documents. All items required for this Project shall be considered incidental to the Contract and no additional payment shall be made unless unanticipated conditions are discovered. Whether conditions are unanticipated shall be in the sole discretion of the Owner, in which case a field change order incorporated into the Individual Job Authorization (I.J.A) shall be prepared for review and approval by the Owner and/or Owner's Representative prior to commencing any work. The Contractor shall not be paid for performing any work not specifically required by the Contract or written field change orders approved by the Owner and/or Owner's Representative. The cost of performing work must be agreed upon by both parties to the Contract, unless a written notice to proceed is used by the Owner prior to initiation of the construction on changed work.

**A. TRAFFIC CONTROL AND BARRICADING**

Measurement will be based on the percentage complete for each bid item where Traffic Control is required.

**WORK DESCRIPTION WITH MEASUREMENT AND PAYMENT  
FOR  
Publicly Owned Treatment Works (POTW) On-call repair,  
replacement, extension and rehabilitation of sewer collection system  
Price Agreement  
Bid 21/46/B**

**1. DESCRIPTION**

- 1.1 The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to 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 complete Work authorized under a Work Order and in accordance with the drawings, specifications, and other Contract Documents.
- 1.2 Work will take place on city streets and sewer easements in various locations throughout the City or within the Wastewater Facility. The above is only a general description and is not intended to describe project completely.
- 1.3 Work performed under this Contract shall be authorized in writing by an Individual Job Authorization (I.J.A.) signed by one of the following authorized representatives (hereafter "Authorizing Representative"): Wastewater Division Collection Manager/Supervisor,

Wastewater Division Project Engineer or Wastewater Division Director based on the bid prices submitted on the Unit Item Bid Sheets by the Contractor to the City of Santa Fe. Contractor shall not honor any I.J.A. signed by other than the City of Santa Fe's Authorizing Representative. Each I.J.A. shall set forth (a) the I.J.A. which shall define the Scope of Work to be performed, (b) the period of performance, (c) other data as necessary. Contractor shall, upon acceptance of the I.J.A., provide all supervision, labor, supplies, materials, and facilities including all vehicles and transportation, except as may be provided by the City of Santa Fe, for the performance of the Work authorized herein. Verbal authorizations may be given by the City of Santa Fe in emergency situations, but shall be confirmed in writing by the City of Santa Fe within five (5) days of the verbal authorization to Contractor.

2. **EMERGENCY REPAIRS**

**An Authorized City Representative will notify contractor of an emergency. A City representative will brief the Contractor, at the job site or at the Wastewater Facility, prior to beginning emergency work. The Contractor shall provide supervision at the emergency location within two (2) hours after contact by the city, and labor and equipment to get underway with the work within six (6) hours of being contacted or as agreed by an Authorized City of Santa Fe representative. There is no additional compensation for emergency repairs.**

3. **COMPENSATION**

- 3.1 Upon completion and acceptance of all work per Work Order the amount due to the Contractor under this Work shall be paid on a monthly basis upon the presentation of a properly executed invoice and after Contractor shall have furnished to the City of Santa Fe with a release of all claims against City of Santa Fe arising by virtue of this bid, other than claims in stated amounts as may be specifically excepted by Contractor from the operation of the release.

4. **CHANGES—WORK ORDERS (WO)**

- 4.1 The City of Santa Fe may at any time, by a written Work Order, and without notice to sureties, if any, make changes in an issued Work Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipment or packing; (iii) place of delivery; (iv) the amount of city-furnished property and (v) Work Orders not specifically covered in the Unit Bid items or a bid item that is necessary and within the scope of work for the repair, replacement, maintenance, operation or extension of the sanitary sewer treatment plant and collection system and appurtenances. If any such change requires the inclusion of a rate of any additional category of labor or unit bid item, or an increase or decrease in any hourly rate, or in the ceiling price provided for in a Work Order., whether changed or not changed by any such order, or otherwise affects any other provision of an Work Order an equitable adjustment shall be made in the (i) ceiling price, (ii) hourly rates, (iii) delivery schedule, (iv) unit bid rates (v) additional unit bid rates and (vi) in such other provisions of the Work Order as may be so affected, and the Work Order shall be modified

in writing (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if city decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a Work Order

**5. MISCELLANEOUS PROVISIONS**

- 5.1 The City will require that any sub-contractor performing work in connection with the work for which Contractor is providing, hold harmless, indemnify and defend city, and each of their directors, officers, agents and employees from any and all liability, claims, losses, damages and costs, including attorneys' fees, arising out of or alleged to arise from the sub-contractor's performance of the work described in the construction contract documents.
- 5.2 The City will require the sub-contractor to provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure the sub-contractor's indemnity, as above required; and such insurance shall include city, Contractor, their consultants, and each of their directors, officers, agents and employees as additional insurers.
- 5.3 The insurance afforded to these additional insurers shall be primary insurance. If the additional insurers have other insurance that might be applicable to any loss, the amount of the insurance provided under this article shall not be reduced or prorated by the existence of such other insurance.
- 5.4 The City agrees that in accordance with generally accepted construction practices, the Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the work, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours.
- 5.5 In the performance of its work, Contractor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Contractor's proposals, contracts or reports.

**6. SPECIAL CONSTRUCTION CONDITIONS**

- 6.1 The Contractor shall begin work within a period of ten (10) calendar days from and after the date of receiving valid Work Order from the City authorizing the Contractor to commence construction on the project and to diligently carry each and every Work Order assignment through to satisfactory completion in strict accordance with these specifications. Each Work Order shall specify a completion date as agreed upon by the Contractor and the city's authorized representative. Contractor shall submit a progress report once each calendar month on the status of all out-standing Work Order Contractor's report shall include the following items:
1. Contract Number or Name, Work Order Number and Name (if applicable)
  2. Short title.

3. Date Work Order issued to Contractor.
4. Scheduled acceptance.
5. Percent (%) completed.
6. Actual acceptance date.
7. If construction exceeds time limit set or requires re-scheduling, Contractor's reasons shall be indicated.

For sewer lines greater in diameter than 10 inches, Contractor shall confirm that the pipe has been ordered within seven (7) days of the issuance of the Work Order. Construction of these lines shall start within seven (7) days of the receipt of the material or as mutually agreed by the City and Contractor.

- 6.2 The CIP No. 962 Project consists of the summation of all of the Work Orders issued in accordance with the project. Actual work depends on owners, City and others, for new sewer lines and for collection system and treatment plant repair, replacement, operation or extension needs. **The attached estimated quantities in the Unit Bid are not guaranteed as final, nor is the Work amount selected by the City for the purpose of determining the low bidder guaranteed as the final Contract amount.**
- 6.3 The attached fixed unit bid item price schedule shall apply to the work for this project CIP No. 962 as set forth in the fixed unit bid sheet, the construction drawings and the Work Orders issued. Work may be in any location or locations within or near the City of Santa Fe, dependent upon the demands placed upon the City. Work Orders shall be made up of any combination of bid items required and shall be issued at any time during the term of the project. **Contractor is advised that some bid items include City supplied material. Contractor is responsible for pick-up and delivery of City supplied material to the job site with no additional compensation.**
- 6.4 In the preparation and issuance of Work Orders, any or all of the unit bid items in this project may be combined or used interchangeably with any of the other unit bid items.
7. **REFERENCED CONSTRUCTION SPECIFICATIONS AND CONSTRUCTION DRAWINGS.**

The following specifications and drawings shall be included as a part of reference:

- 7.1 American Water Works Standard Specifications (AWW Specifications) or latest published revision.
- 7.2 New Mexico Standard Specifications for Public Works Construction, 2006 Edition (APWA Specifications) or latest published revision.
- 7.3 New Mexico State Highway Department Standard Specifications (NMSHD Specifications - 2000) or latest published revision.

7.4 Current City of Santa Fe Sanitary Sewer Standard Construction Details or as modified or provided by the Wastewater Division Project Manager.

7.5 Drawings as issued with each I.J.A. as referenced in the I.J.A..

8. **ACCESS TO INSPECTION**

All work shall be monitored by city's authorized representative for compliance with all applicable specification, codes and standards. The Contractor shall provide access to all sewer system facilities for inspection purposes and notify city's authorized representative prior to commencing work, should said work be performed after normal working hours. Failure of Contractor to provide proper access for inspection of work or to notify City of Santa Fe work to be performed after normal working hours may result in said work being unacceptable to the city. The authorized representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and record.

9. **INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK**

9.1 Contractor shall be required to arrange his construction schedule with the intent of maintaining continuous service to sewer users to the fullest extent possible from existing facilities. Should a conflict between the contract work and service occur, Contractor shall, as directed by the city's authorized representative, discontinue the work.

9.2 Contractor shall obtain city's approval for any sewer by-pass and connections to existing mains prior to the scheduling of any construction.

9.3 Contractor, **without additional compensation, may be required to do work outside of normal working hours**, if city's authorized representative determines it is necessary for the convenience of the general public. In the case where Contractor is required to perform any wet connections where notification of discontinued usage will be made, Contractor shall notify each household, office, or any sewer user that a discontinue usage may be made, giving full details. Also, Contractor and city's authorized representative shall determine when discontinued use will be made so that a notice, as agreed to the parties, may be place in the local newspaper. These actions shall be taken to give the sewer users ample time to arrange for a temporary supply of water.

10. **CONSTRUCTION WATER**

Contractor will provide water for compaction. For work done under this Contract, water for compaction will be furnished by the Contractor using effluent obtained from the Wastewater Treatment Plant. The Contractor is to provide the equipment necessary to transport the effluent from the Plant to the job site. All equipment used for transport is subject to inspection and approval by the Wastewater Management Division.

**11. BARRICADES AND SIGNS**

Contractor shall provide warning signs and barricades to safely mark any hazards or detours caused by the work. All such warning signs and barricades for work in, or affecting city streets, access roads, and state highways shall meet all applicable requirements as stipulated in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD) published by the U.S. Department of Transportation and as approved by the City of Santa Fe Public Works Department.

**12. PROTECTION OF UTILITIES AND PROPERTY**

During performance of the work, Contractor shall protect all utilities and property from damage. Contractor shall spot all utilities prior to any excavation work. Contractor shall call Blue Stake One Call System, and request utility locations as soon as possible for emergency repairs and within forty-eight (48) hours for non-emergency work prior to excavation in strict accordance with Blue Stake One Call System operation procedures.

**13. TRAFFIC CONTROL**

- 13.1 Contractor shall maintain traffic flow(s) and accessibility to private property(s) as close to normal condition as possible. Contractor shall notify residents, city and state officials, as appropriate, of any driveway or road closure.
- 13.2 The contractor shall abide with the New Mexico State Highway and Transportation Department's Standard Specifications for Road and Bridge Construction, 2000 Edition and as amended and shall also abide with the Manual on Uniform Traffic Control Devices, 2000 Edition Part VI and as amended. Contractor shall also provide sufficient flag persons to assist with traffic control during operation.
- 13.3 **Traffic control is paid on a per work zone per day basis** and typically includes all work within the street from intersection to intersection (i.e. there may be two manholes being raised on same section of street) or within the total work area or work zone. **Traffic control will only be paid for consecutive days worked unless additional days are agreed to by the City and Contractor.**

**14. WORK IN STREET RIGHT-OF-WAY**

- 14.1 All of contractor's construction work in street right-of-ways shall be done in strict accordance with the applicable controlling public agency's construction specifications, rules, and regulations.
- 14.2 Contractor shall coordinate with the proper public officials and receive approval from said officials prior to any street closings or detouring required due to the work to be performed.



Contractor shall protect existing vegetation from removal or damage wherever possible. Contractor shall confine construction work to specified construction limits as shown on the drawings or defined in the specifications. Should Contractor damage or remove any vegetation outside the construction limits, Contractor shall restore the affected area to its original state at no expense to the city.

**15. CLEAN -UP**

After all work under each task phase of the work is completed, the Contractor shall remove all loose debris and other materials not incorporated in the work from the site of the work. Any clean up or restoration to private property will be the responsibility of the Contractor.

**16. PUBLIC RELATIONS**

The Contractor shall cooperate with the City in maintaining a high degree of sensitivity to the needs of property and business owners along the project route. Contractor to distribute written public work notices to businesses and residences when required by the City.

**17. TESTING**

A testing lab shall do testing for soil compaction density requirements, proctor analysis, and any other material testing with all material testing to be certified by professional engineer registered in the State of New Mexico. Test locations and intervals shall be at the direction of the city, and shall be Contractor's responsibility to also comply with all testing necessary for all work done in public right-of-way per the controlling agency's requirements. A copy of all testing shall be mailed from the testing lab directly to city. **The direct cost of testing shall be reimbursed to the Contractor with the submittal of an approved invoice.**

**18. WORK IN SANTA FE SOUTHERN RAILWAY INC. RIGHT-OF-WAY**

18.1 Construction Work within the railroad right-of-way shall be done in strict accordance with applicable railway standards and directions.

18.2 At least a 48-hour notice to the Railway Company in advance of construction is required. The notice shall be given to the Santa Fe Southern Railway Inc. representative located at 430 W Manhattan Ave A, Santa Fe, NM 87501

18.3 An executed copy of the pipeline license agreement will be given to the contractor. Contractor shall have the license in its possession of the railroad-crossing site during any construction work within the railway right-of-way.

**19. WORK IN NEW MEXICO STATE HIGHWAY DEPARTMENT (NMSHD) RIGHT-OF-WAY**

All construction work in NMSHD right-of-way shall be done in strict accordance with applicable NMSHD requirements as specified in "Regulations, Policy, and Procedure Governing Occupancy of State Highway System Right-of-Way Public Utility Facilities. "Traffic signs, warnings, and barricades, shall be provided by Contractor and shall conform to NMSHD requirements. Work within NMSHD construction projects shall meet all applicable project specifications and requirements. Contractor shall be responsible for obtaining necessary permits for work conducted on state highways. The City in agreement with the Contractor may incur additional costs associated with construction work done on state highways resulting from street cut permits, traffic control plans, or asphalt paving requirements.

20. **CERTIFICATE OF COMPLIANCE**

Contractor shall furnish a Certificate of Compliance to City for all material that has specifications requirements listed in the bid. Certificate of Compliance shall be signed and notarized by the material manufacturer stating that the material supplied for Work under the Contract meets all required specifications.

21. **MEASUREMENT AND PAYMENT**

**Payment will be rendered based on the fixed unit price for each item as set forth in the Unit Item Bid Sheet.** Such payment shall be full compensation for furnishing all mobilization, labor, materials, tools, equipment, removal and disposal, permit fees, and all incidental items required to complete the work in strict accordance with the bid documents and issued I.J.As. The following defined measurements or specifications shall be used for the determination of payment to Contractor.

**CONCRETE:**

All concrete to be a minimum 3000 psi design mix.

**POINT REPAIR -SEWER MAIN:**

Point repairs are utilized to replace a section of sewer pipe, up to 10' maximum, to correct localized pipe defects or retrieve sewer maintenance equipment, etc. Payment for a sewer line point repair shall be based upon the pipe size and depth increment (0'-6' 6'-10', 10'-16') as shown in the respective bid items. Payment shall include all mobilization, labor, equipment, sewer pipe (SDR35 PVC) and materials for the excavation down to the pipe, backfill, compaction, removal and disposal of the existing pipe, removal and disposal of the existing asphalt or concrete pavement, installation of up to 10 linear feet of new pipe including any couplings or fittings and pipe bedding material (minimum of 6 inches compacted base course under pipe), and other appurtenances to make the connection, soil and asphalt density testing as required by the City,. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).**

**REMOVE AND REPLACE EXISTING PIPE – OPEN TRENCH:**

Open trench pipe replacement shall be utilized for pipe replacement between manholes and in lengths typically greater than 20 feet. Payment shall be made at the fixed unit price per lineal foot of pipe installed per depth increments (0'-6' 6'-10', 10'-16') at a location prescribed per Work Order. Measurement shall be along the new pipe installed from center of fitting to center of fitting. Work includes trench excavation, removal and disposal of existing sewer pipe, backfilling, compaction, pipe bedding material, placement of contractor supplied pipe (SEPARATE BID ITEM). Contractor to verify asphalt removal and replacement amounts with City authorized representative prior to starting work. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).**

**SEWER SERVICE RECONNECTION AS PART OF A POINT REPAIR OR OPEN TRENCH PROJECT :**

Sewer service reconnections to include removal and replacement of the existing service line, new saddle and installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line pipe replacement. The sewer service reconnection shall be an additional bid item when encountered in the work necessary for a point repair of the sewer line. **The service connection is to be done by the contractor within the excavated trench area necessary for the point repair or open trench work; as such, no additional payment for asphalt removal and replacement will be made under this bid item.** The fixed price for service connections shall include all items associated with the making of a service connection to existing or new sewer lines, including mobilization, excavation, backfill and compaction, saddles and straps, couplings and non-shear couplings and pipe. The fixed unit price shall include payment for the disposal of wastewater, location of utilities to be connected, cutting into existing lines or new lines, and any necessary removal and reinstallation of existing sewer pipe to make the service connection. The notification of customers of the interruption of services, and any other construction costs shall be included for payment in the unit bid price of a service connection. When such service connections and their excavations are made, Contractor shall provide all necessary precautions so that no damage shall be done to the sewer system, employees, or any other property or persons. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. No separate payment will be made for the proper disposing of surplus excavations or the disposing of wastewater, so that no inconvenience will be caused in the street or the adjoining properties. The cost thereof shall be included in the various fixed unit prices. Surplus excavations shall be disposed of as soon as possible in an approved place.

**PIPE DISPLACEMENT (BURSTING - 6" THRU 10" PIPE DIAMETER)**

Pipe bursting of existing sewer lines shall be determined per inch per pipe diameter of replacement pipe for pipe bursting services. The unit price per inch per diameter of

replacement pipe shall be valid for a 6" through 10" diameter pipe range. Pipe bursting services for pipe diameters larger than 10" will be determined and negotiated on an as needed basis. Contractor can anticipate pipe bursting lengths 200 feet or greater. Work associated with pipe bursting services shall include any other incidental items including mobilization and all materials, labor, equipment, cost of insertion, jacking or recovery pits, machine pits, by-pass pumping, testing, and incidentals required to complete the replacement process. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).** Any pipe damage incurred to existing sewer by the Contractor not associated with pipe bursting shall be replaced with new pipe at the Contractor's expense. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted.

PART 1 - GENERAL

1.01 DESCRIPTION

This section addresses the procedures to be employed for replacing the existing sewer pipes with new polyethylene pipe. In general, any appurtenant work not specifically designated herein shall conform to 2006 New Mexico Standard Specifications for Public Works Construction (APWA).

1.02 QUALIFICATIONS

A. The Contractor/Subcontractor shall be trained by the Manufacturer of the pipe bursting equipment in the use of the pipe bursting equipment. The Contractor may be required to provide certification from the Manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor's employees trained and certified by the Manufacturer shall be allowed to operate the equipment during the project.

B. The Contractor/Subcontractor shall be trained by the Manufacturer of the polyethylene pipe butt-fusion equipment in the use of the fusion equipment. The Contractor may be required to provide certification from the Manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor's employees trained and certified by the Manufacturer shall be allowed to operate the equipment during the project.

1.03 SUBMITTALS

A. Submit Manufacturer's specific technical data with complete information on physical properties of pipe and pipe dimensions pertinent to this job. A certificate of "Compliance with Specification" shall be furnished for all materials to be supplied.

B. Complete calculations including lists of parameters, all formulas, and all other data which are necessary for the design of the new pipe and the axial resistance for the design of the manhole anchorage system including the required number of electrofused restraint saddles.

C. Detail drawings and written descriptions of the entire construction procedure to install pipe, by-pass sewage flow and sewer service reconnections.

D. Certification of workers' proficiency for the pipe fusion for polyethylene pipe and pipe bursting equipment and procedures for both types of pipe.

E. SDR rating calculation for the new polyethylene pipe to be installed.  
Pipe Dimension Ratios: The minimum wall thickness of the polyethylene pipe will meet the following, as based on the deepest portion of a particular pipe pull, typically between manholes:

<b><u>Depth of Cover (Feet) Minimum SDR of Pipe</u></b>	
<b>0 - 16.0</b>	<b>17</b>
<b>&gt;16.1</b>	<b>TO BE DETERMINED</b>

#### 1.04 LICENSE AGREEMENTS

When requested by the City, the Contractor shall submit evidence acceptable to the City, such as a certified copy of a license or agreement that it has the authority from the Patent Owner to use and/or install patented equipment and materials. The Contractor agrees to defend, indemnify, and hold harmless the City and the Project Manager or Engineer against all claims, suits, and actions brought because of any person or property arising out of patent infringement by the Contractor or the Contractor's employees, agents, suppliers, or any tier of subcontractor involved in the work.

#### 1.05 MEASUREMENT AND PAYMENT

A. Payment for the work in this section will be based on the unit price per linear foot for each size of existing pipe burst to each new size pipe as measured for the actual footage of new pipe installed in the field. New pipe shall be measured between the centerlines of the manholes.

B. The unit price bid for replacing the sewer pipes by pipe bursting shall be full compensation for all mobilization, materials, labor, equipment, cost of insertion jacking or recovery pits, machine pits, surface restoration at the pits, by-pass pumping, testing, and incidentals required to complete the replacement process. Connection of new sewer line to existing manhole is considered incidental to the pipe bursting cost as such no separate payment will be made.

C. The cost for traffic control and reconnecting service lines shall be paid in accordance with the bid items established in the Bid Proposal. **Pre and post Video Inspection will be provided by the City of Santa Fe. Traffic control, not covered by bid items, for major street closures and detours will be negotiated**

#### PART 2 - MATERIALS

##### 2.01 POLYETHYLENE PIPE (HDPE)

###### A. MATERIAL

1) The pipe material shall be manufactured from a high density high molecular weight polyethylene compound which conforms to ASTM F-714, and ASTM D-1248 and meets the requirements for Type III, Class C, Grade P-34, Category 5, and has a PPI rating of PE 3408. Inside color shall be white or an alternative light color suitable for illumination during television inspection. Outside color may be different provided the pipe is a homogeneous material and all colors are integral to the HDPE material (not painted or coated). Contractor shall follow the written recommendations of the pipe Manufacturer regarding installation and storage, including protecting the pipe from damage from ultra-violet light. As a minimum, pipe shall be completely covered in its stored location until ready for splicing and installation.

2) The pipe produced from this resin shall have a minimum cell classification of 345434C under ASTM D3350. The Project Manager or Engineer at no extra cost to the City may also accept a higher numbered cell classification limit that gives a desirable higher primary property, per ASTM D3350. The value for the Hydrostatic Design Basis shall not be less than 1600 psi (11.03 MPa) per ASTM D-2837.

**B. DIMENSIONS**

1) Dimensions and workmanship shall be in accordance with ASTM F714 and ASTM D2122

2) The minimum internal diameter of the new sewer pipe shall be as approved by the City's Project Manager. The Contractor shall submit the manufactures specifications for approval by the City's Project Manager prior to installation

3) The physical appearance of deformities such as concentrated ridges, discoloration, excessive spot roughness, pitting, varying wall thickness, etc. shall constitute sufficient basis for rejection. The pipe shall be homogeneous throughout, free from visible cracks, foreign inclusions, and any other defects. Pipe with gashes, nicks, abrasions, or any such physical damage that may have occurred during storage and/or handling, which are larger/deeper than 10% of the wall thickness shall not be used and must be removed from the construction site.

**C. PIPE JOINTING**

1) Sections of polyethylene pipe shall be assembled and joined on the job site above ground. Jointing shall be accomplished by the heating and butt-fusion method in strict conformance with the Manufacturer's printed instructions.

2) The butt-fusion method for pipe jointing shall be carried out in the field by operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by the pipe manufacturer. These joints shall have a smooth, uniform, double rolled-back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. All joints shall be inspected by the Project Manager or Engineer before insertion.

3) All new polyethylene pipes shall be laid along streets, not across streets, so as not to block traffic. If the pipe laid along one street would block traffic on a cross street, then Contractor shall lay the pipe around corners or provide a ramp/bridge to allow traffic to safely cross the pipe with no damage to the pipe. Private property, including landscaping, shall be protected during pipe bursting operations including the preparation and layout of the pipe.

**D. MANHOLE ANCHORAGE**

1) Each end of the HDPE pipe at the connection with a manhole will be anchored with an electrofusion restraint saddle. A minimum of two (2) saddles will be required on each end to prevent the movement of the HDPE pipe due to creep caused by thermal variations.

2) Electrofusion restraint saddles shall be as manufactured by Central Plastics, or approved equal.

### 3.03 PIPE INSTALLATION

A. If determined by the Contractor that pipe bursting is not an appropriate rehabilitation method for a specific reach of pipe due to the possibility of damage to the adjacent structures, pavement, and/or underground utilities, the Contractor shall suggest another trenchless pipe rehabilitation method and obtain approval of that method from the City.

B. The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe section into the surrounding soils as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline.

C. Equipment used to perform the work shall be located away from buildings so as not to create noise or vibration impact. Provide a silent engine compartment with the winch to reduce machine noise as required meeting local requirements.

D. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit.

E. The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for contraction.

F. Following the relaxation period, the void between new pipe and manhole wall shall be sealed. Sealing shall be made with material approved by the City's Project Manager and/or representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.

### **SEWER SERVICE RECONNECTION AS PART OF A PIPE BURSTING PROJECT:**

Sewer services to include removal and replacement of the existing service line, new saddle and installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line replacement. The sewer service reconnection shall be an additional bid item when encountered in the work necessary for pipe bursting of the sewer line. The fixed price for service connections shall include all items associated with the making of a service connection to new sewer lines, including mobilization, excavation, backfill and compaction, **asphalt removal and replacement with 4 (four) inches asphalt and 6 inches base course**, Geneco saddles and straps or Inserta Tee service connections as approved by the Project Manager, installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line, couplings and/or non-shear couplings. The fixed unit price shall include payment for the disposal of wastewater, location of utilities, cutting into existing lines or new lines, and any necessary removal and reinstallation of existing sewer service pipe to make the service connection. The units for measurement and payment for sewer service reconnections are for depths from 0 to 6 foot in depth,

greater than 6 foot to 10 foot in depth and greater than 10 foot in depth per each additional vertical foot. The additional vertical foot payment will be in addition to the payment for the 6 foot to 10 foot in depth bid item. The notification of customers of the interruption of services, and any other construction costs shall be included for payment in the unit bid price of a service connection. When such service connections and their excavations are made, Contractor shall provide all necessary precautions so that no damage shall be done to the sewer system, employees, or any other property or persons. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. No separate payment will be made for the proper disposing of surplus excavations or the disposing of wastewater, so that no inconvenience will be caused in the street or the adjoining properties. The cost thereof shall be included in the various fixed unit prices. Surplus excavations shall be disposed of as soon as possible in an approved place.

**ROCK EXCAVATION:**

Rock Excavation as defined in Section 550.021, APWA, will be measured by the cubic yard of rock in its original position within the trench width limits as specified in Section 550.05, APWA. Work shall include excavation, removal, and disposal of rock. This measurement of rock excavation shall be in addition to the measurement for trenching, back filling, and compaction. No measurement shall be made for rock excavation outside the specified trench width limits.

**SELECT FILL:**

**Select fill shall be paid by the cubic yard delivered to site.** The type of select fill material shall be approved by the City prior to delivery.

**MANHOLE CLEANING:** shall include primarily removal of debris and roots from the manhole interior wall and base, compliance with confined space requirements and all other incidental items including disposal.

**MANHOLE SEWER SERVICE CONNECTION:** Payment for new 4 inch or 6 inch sewer service connection to a manhole shall be made at the fixed unit price per each. Each new sewer service connection to the manhole shall be core drilled and sealed. The new connection shall be made at the top of or slightly below the top of the existing shelf in the manhole. The units for measurement and payment for sewer service connections to a manhole are for depths from 0 to 8 foot in depth and greater than 8 foot in depth per each additional vertical foot. The additional vertical foot payment will be in addition to the payment for the 0 to 8 foot in depth bid item.

**MANHOLE(s):**

Payment for new manholes/replacement manholes shall be made at the fixed unit price per each manhole, complete in place. Work shall include removing existing concrete collar and barrel sections when needed. Work shall include mobilization, setting manhole to grade, new concrete collar and base, steps and all other incidental items. **Contractor will be**



**provided with City furnished concrete barrels, cones, doughnuts and manhole frames and covers.** Contractor to reuse manhole barrels and frame and covers when possible. **Work does not include asphalt removal and replacement.** Asphalt removal and replacement is a separate bid item. Contractor to verify asphalt removal and replacement amounts with City authorized representative prior to starting work.

**MANHOLE ADJUSTMENTS:**

Payment for manhole adjustments will be made at the fixed unit price per each manhole adjusted to grade. Work shall include mobilization, all necessary excavation, backfill and compaction, removal of existing concrete collar, installation of new concrete collar, cleaning of material from inside of manhole to ensure unit is clear, and any other incidental work including removal and disposal of debris. **Work does not include asphalt removal and replacement.** Asphalt removal and replacement is a separate bid item. Separate unit bids items based upon depth are to be made on manhole adjustments requiring work on the existing frame and cover and adjustment rings involving depths from the existing finish grade/manhole rim to 24 inches deep and for adjustments involving depths from the existing finish grade/manhole rim to depths **greater than 24 inches** and involve the adjustment, removal or addition of a manhole barrel section. **The Contractor will be provided with City supplied manhole frames and covers (when required), adjustment rings, donuts and barrels. The Contractor can anticipate a minimum number of three (3) manhole adjustments per Work Order except in an emergency.** The Contractor shall coordinate final grade adjustment of manhole(s) with the City and the paving contractor prior to the Work Order final inspection. The Contractor shall complete adjustment of manhole to final grade no later than thirty (30) days after the Work Order start date. **The contractor will reuse existing manhole frames and covers where possible.** The contractor will save and transport to the Siler Yard site for use by the City any existing manhole frames and covers replaced in the field. **Bid prices will be for manholes and concrete collars installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications or as directed by the City's authorized Project Manager.**

**CONCRETE COLLAR(s):**

Unit bid item is for installing a concrete collar in a dirt road or cross country easement area for an existing manhole **where no concrete collar exists.** Payment for concrete collars shall be made at the fixed unit price per each collar complete in place. Work shall include removal and disposal of debris, all necessary excavation, backfill and compaction. Bid price will be for a concrete collar installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications.

**MH REHABILITATION:**

**DESCRIPTION**

This specification shall govern all work, materials, and equipment required for new manhole lining or manhole rehabilitation for the purpose of eliminating infiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity

of the manhole as a result of applying a monolithic fiber-reinforced cementitious liner to the wall and bench surfaces of brick, concrete, or any other construction material. In addition this specification will cover the construction of a new Portland cement concrete manhole floor in existing manholes without floors or floors with severe structural damage.

Procedures for MH preparation, cleaning, application and testing are described. The applicator, or approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a cementitious mix to form a monolithic liner of minimum 1/2-inch thickness using a machine specifically designed for the application. All aspects of the installation shall be in accordance with the manufacturer's recommendations and with the following specifications that include:

The elimination of active infiltration prior to making the application.  
Repair and sealing of the invert and benches.

The removal of any loose and unsound material, including roots, rocks and/or debris  
The spray application of a cementitious mix to form a monolithic liner.

#### SUBMITTALS:

The Contractor shall submit the proposed patch mix, infiltration control (if required), grouting mix and liner mix with all performance data which are to meet the requirements in Part 2 of this section.

#### MEASUREMENT AND PAYMENT

Measurement will be made by the vertical foot for each existing manhole wall rehabilitated, each for manhole floor built in an existing manhole, and each for existing floor rehabilitated. Payment for the above mentioned work will be made at the unit price as set forth in the Unit Bid Proposal. The Contractor is responsible for furnishing all traffic control, labor, materials, equipment, by-pass pumping, and incidentals necessary to rehabilitate the manhole wall, floor, or build a manhole floor.

#### MATERIALS

PATCHING MIX—Strong-Seal QSR or equivalent as approved by the City's Project Manager shall be used as a patching mix, shall be applied according to manufacturer's recommendations and shall have the following minimum requirements:

- |    |                                     |                                     |
|----|-------------------------------------|-------------------------------------|
| A. | Comprehensive Strength (ASTM C-109) | 15 min. 200 psi<br>.6 hrs. 1400 psi |
| B. | Shrinkage (ASTM C-596)              | 0% at 90% R.H.                      |
| C. | Bond (ASTM C-321)                   | 28 days, 145 psi                    |
| D. | Cement                              | Calcium Aluminate                   |
| E. | Density, when applied               | 105 plus or minus pcf               |

## INFILTRATION CONTROL

Strong Plug or equivalent shall be used to stop minor water infiltration and shall be applied according to manufacturer's recommendations and shall have the following minimum requirements:

- |    |                                   |   |
|----|-----------------------------------|---|
| A. | Compressive Strength (ASTM C-109) | 400-600 psi, 1hr.<br>1800-2400 psi, 24 hrs. |
| B. | Bond (ASTM C-321)                 | 30 psi, 1hr.<br>80 psi, 24hrs.              |

## GROUTING MIX

Strong-Seal Grout or equivalent as approved by the City's Project Manger shall be used for stopping very active infiltration and filling voids according to manufacturer's recommendations. The Grout shall be volume stable, and have a minimum 28 day compressive strength of 250 psi and a 1 day strength of 50 psi.

## LINER MIX

Strong-Seal MS-2 or equivalent as approved by the City's Project Manger shall be used to form the monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements at 28 days:

- |    |                                     |                  |
|----|-------------------------------------|------------------|
| A. | Comprehensive Strength (ASTM C-109) | 8000 psi, 28 day |
| B. | Tensile Strength (ASTM C-496)       | 800 psi, 28 day  |
| C. | Flexural Strength (ASTM C-293)      | 1200 psi, 28 day |
| D. | Shrinkage (ASTM C-596)              | 0% at 90% R.H.   |
| E. | Bond (ASTM C-882 or C-952)          | 1500 psi         |

Strong-Seal MS-2C shall be used with the above mixes without prior approval or recommendations from the manufacturer.

## OTHER MATERIALS

No other materials shall be used with the above mixes without prior approval or recommendations from the manufacturer and City's Project Manager.

## EXECUTION

### BUILD NEW MANHOLE FLOOR

On 4' diameter manholes where the existing floor is not made of concrete or has severe structural damage and requires a new concrete floor to be built, the Work will require that existing unsuitable materials be removed and disposed without excavating the exterior of the manhole. This includes any debris, roots, rubble, and saturated soils. The existing sewer lines and manhole blocks, bricks, and risers shall be supported to prevent settling or movement during the Work. Stainless steel threaded rod, approximately 6 inches long

and 3/8-inch diameter, on 12-inch centers, will be drilled and epoxy glued into the manhole wall such that when the new Portland Cement Concrete base is poured that the rod is embedded at least 3 inches into the new concrete. Portland Cement Concrete shall be 4000 psi minimum. **Alternate base designs must have prior City approval by an authorized City representative.** The new concrete floor shall be shaped with the appropriate shelves, benches, and inverts similar to a new manhole. The minimum base thickness shall be 8" not including benches or shelves and shall include rebar in the concrete base.

## REHABILITATE MANHOLE FLOOR AND/OR WALL

**PREPARATION**--Place covers over invert to prevent extraneous material from entering the sewer lines. All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1200-psi). Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Large voids shall be filled with quick setting patching mix.

**MIXING**-- The material shall be mixed at such that the nozzle can spray in a continuous manner without interruption until each application is complete.

**SPRAYING**—Prior to spraying, the surface shall be damp without noticeable free water droplets or running water. Materials shall be applied by spraying a minimum uniform thickness to insure that all cracks, crevices, and voids are filled and a smooth surface remains after light trowel work. The trowel work shall compact the material into voids and set the bond.

The second application of material shall not begin before the first application has achieved an initial set (disappearance of surface sheen that could be 15 minutes to 1 hour depending upon ambient conditions). The minimum total finished thickness shall not be less than 1/2 inch. The second application trowel work shall be a smooth finish being careful not to over trowel and bring additional water to the surface thereby weakening it. Material shall not be applied to frozen surfaces or if freezing is expected to occur within the manhole for 24 hours after application. If ambient temperatures are in excess of 95 degrees F, precautions shall be taken to keep the mix temperature at time of application below 90 degrees F. If necessary, use ice or chilled water during mix.

Ambient manhole conditions are adequate for curing so long as the manhole is covered. It is imperative that the manhole be covered as soon as possible after the application has been completed.

The final application shall have a minimum of four (4) hours cure time before being subjected to active flow.

### D. MATERIAL TESTING

At some point during the application, at least two (2) 3-inch diameter by 6-inch long cylinders shall be collected from each day's work, for compression strength testing as described in ASTM C-39.

**PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT (ASPHALT)**

Payment for pavement removal, disposal and replacement shall be made at the fixed unit price per square yard of pavement removed and replaced. Work consists of pavement cutting as marked in the field, removal and disposal of pavement and debris and pavement replacement with four (4) inches of type B or C asphalt and 6" of base course. Tack coat required at edge of new and existing asphalt. **Prior to the removal and/or replacement of any asphalt paving, the Contractor shall review the work with the City's Project Manager and the quantity of asphalt for removal/replacement shall be agreed prior to the start of work.**

**CONCRETE CURB AND GUTTER / SIDEWALK REMOVAL AND REPLACEMENT:**

Payment for removal, disposal and replacement shall be made at the fixed unit price per linear foot of concrete curb and gutter or square yard of concrete sidewalk removed and replaced with four (4) inch thick concrete sidewalk. Work consists of saw cutting along marked lines, removal and disposal of concrete, and replacement of concrete sidewalk or curb and gutter. All curb and gutter and sidewalk removal and replacement to include all incidentals necessary for installation. All concrete shall be 4000psi minimum.

**EASEMENT CLEARANCE AND GRADING FOR ACCESS AND REPAIR WORK:**

Payment for sewer line easement clearance and access for repairs shall be made at the fixed price per square yard of material removed, replaced and/or graded so as to facilitate repair work by the contractor and/or access for city maintenance crews.

**RIPRAP & WIRE MATTRESSES / GABION BASKET NEW INSTALLATION**

Payment for new riprap wire mattresses and Gabion baskets shall be made at the fixed price per cubic yard of material installed. Work shall require the contractor to provide all the labor and associated materials (e.g. rock, wire, concrete, filter fabric) to secure such structures in place.

**TRAFFIC CONTROL**

A. The Contractor shall provide traffic control including, but not limited to, changeable message sign boards (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the proposed traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required. **The Contractor shall be reimbursed for the direct rental cost of the CMSB plus ten (10) percent based upon a paid invoice from the supplier or a pricing method as mutually agreed by the Contractor and City.**

F. Flagmen: The Contractor shall be responsible for providing Flagmen as required and when approved by the City. **The Contractor shall be reimbursed for the direct cost plus ten (10) percent of the Flagmen based upon a paid invoice from the sub-contractor or a pricing method as mutually agreed by the Contractor and City.**

G. All items A through F,– Traffic Control, shall be considered incidental to the work for the Unit Bid Item for Traffic Control in executing the construction contract.

## **SEWER AND MANHOLE - SMOKE TESTING**

### **PART 1 – GENERAL**

#### **1.01 Scope of Work**

A. Based upon findings of the 2016 Wastewater Division Master Plan Study, the City has determined it is necessary to investigate its sewer collection system for points of infiltration during a storm event. The City has purchased a new smoker utilizing liquid smoke and wants to engage an experienced Contractor having field experience with the smoke testing process to assist the City in the performance of smoke tests. The work will

be performed by the Contractor with the City's assistance both in personnel and equipment as deemed appropriate.

**B.** It is the intent of this specification to provide for the smoke testing materials and procedures to be used in the investigation of the sanitary sewer collection system as required by the City of Santa Fe Wastewater Division (City). All materials and procedures shall be consistent with these specifications, current industry standards, and as approved by the City.

**C.** The Contractor shall minimize the physical entry of personnel into the sanitary sewer facilities. If required, manhole entry shall be in accordance with Federal, State, and local regulations for confined space entry and other regulations that may apply. The Contractor shall provide all safety equipment required for manhole entry operations, including harnesses, ventilation equipment, etc. Contractor shall provide a copy of their confined space entry program along with a current list of trained personnel. This list must be maintained and updated by the awarded contractor for the duration of the contract.

## **1.02 Personnel Qualifications**

**A.** A single Crew performing the testing shall be no less than two (2) persons; One supervisor and one helper per crew. One person operates the blower and smoke device. The other inspects and documents the run for evidence of smoke. The Contractor may require additional persons to perform the test as agreed by both the Contractor and the City.

**B.** The Contractor's employees performing the smoke testing under the provisions of these specifications shall be properly trained and thoroughly experienced in the use of the equipment and procedures. The supervisor shall have at least one year of previous testing experience obtained in the last four years prior to the date of award unless specifically waived by the City.

**C.** All job supervisors will have cards with contact information for the supervisor and company to provide to residents if requested.

**D.** The Contractor shall take appropriate action to ensure that his employees are polite and responsive to the public in all aspects of the work and that immediate assistance is provided to property owners if needed.

## **PART 2 – PRODUCTS**

### **2.01 Blowers**

**A.** The City shall provide a portable HURCO Super Smoker utilizing the Super Jet Muffler system capable of 12,987 CFM @ 0.001 static pressure or approved equal.

## 2.02 Smoke Production

A. Smoke Fluid shall produce smoke when exposed to the heat of the exhaust system of the motor for the blower. The smoke generated shall be white to gray smoke, leaving no residue, and shall be non-toxic and non-explosive. The **City** shall provide the LiquiSmoke™ for the testing.

## 2.03 Other Equipment

The **Contractor** shall provide all other equipment, tools, and incidentals required to perform smoke testing as required by these specifications and as directed by the City including but not limited to sewer line stoppers, sand bags, cameras, confined space entry equipment, etc. **The City shall provide all door hangers and public information material; the Contractor shall be responsible for distribution. In addition, the City will provide maps for the field documentation. The Contractor will be responsible for documentation.**

## PART 3 – EXECUTION

**3.01 Work Progress** – The work shall generally progress as follows:

A. The City shall select the lines to be tested and issue Work Orders for the sewer line segments to be tested.

B. The Contractor shall obtain traffic control permits for all work to be performed as required.

C. A Work Schedule shall be submitted by the Contractor for review and approval by the City. No field testing or notification may proceed until the schedule has been approved by the City. After approval of the work schedule by the City, the Contractor shall not make any revisions or modifications to it without the approval of the City.

D. Pre-notifications – With the first notification, the contractor shall notify all affected residents that smoke testing will occur no more than two weeks prior and not less than one week prior to the date of the testing. (This timeline for notification is subject to modification by the mutual agreement of the Contractor and the City). The notification will be by using a printed flyer hung on each door of affected homeowners. The flyer and/or press release notice shall include:

1. Contact numbers for the Contractor and the City, if residents want additional information. *(All persons who will be in contact with the public should be well versed in the smoke testing*

*procedures, work schedule and content of all public notices).*

2. Warnings to the homeowner that Individuals with respiratory, heart problems, or others who should never be exposed to smoke, should be removed from the premises prior to the tests. Others, such as house confined invalids, sleeping shift workers and locked in animals should be identified and evacuated before the test. The notice should also request



that homes with these individuals be requested to be registered as “Homes of Special Concern.”

E. Regulatory Notifications – The Contractor shall notify the Local Police and Fire Departments, the City’s Public Information Office and the City Manager’s Office, just prior to distributing the flyers.

F. Daily Notifications – In the Area of Daily Testing, the Contractor shall notify:

1. All providers of emergency services by phone providing the area to be tested during the next day of work. Notification shall be 24 hours in advance of the testing.
2. The Contractor shall notify, by hand delivery of a notification letter, door knob hangtags or other acceptable methods to each address, all residences and businesses in the area to be tested 24 hours in advance of the testing. All notification letters or hangtags shall be bilingual in Spanish and English.
3. The day of the testing, the Contractor shall check with all homes of special concerns to be sure that all persons that may be sensitive to smoke will be out of the home prior to testing.

G. It shall be the Contractor's responsibility to keep adequate records of all notifications to emergency services and to produce them upon request by the City. Failure to comply with this requirement may be cause to suspend the Contractor's operations until compliance is achieved.

### **3.02 Work Schedule**

A. The Contractor shall not commence testing before 8:00 a.m. and shall terminate testing no later than 5:00 p.m. each day without the prior approval of the City.

B. Work times in Commercial areas shall be scheduled prior to the opening of the majority of the businesses in that area.

C. Smoke testing shall not be performed on weekends or on holidays without the prior approval of the City.

D. Contractor shall not perform smoke testing on days that, in the opinion of the City, will hinder the results of the test. (For example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

### **3.03 Performing the Testing**

A. Procedure

1. Safety

(a) The Contractor and his personnel shall be aware of and shall follow all Federal, State, and Local safety laws and regulations.

(b) No entry into any part of the collection system shall be permitted until the Contractor has demonstrated that on-site personnel has been trained in applicable safety procedures and has the

equipment on-site to allow those procedures to be followed.

(c) Traffic Control. The area of work shall at all times be protected by means of an adequate number of cones, barricades, flags, or whatever means is necessary to properly and safely protect

vehicular and pedestrian traffic per MUTCD standards. Further requirements for Traffic control may be imposed by the City.

(d) Any condition deemed to be an unsafe condition shall be immediately corrected by the Contractor. The failure of the City or his representatives to bring a potentially dangerous

situation to the Contractor's attention shall not relieve the Contractor from his responsibility for providing a safe work area.

2. Unless otherwise approved by the City, the sections of sewer subject to testing shall:

(a) Consist of a central manhole, where the blower will be positioned, and an upstream and downstream manhole and the sewer pipe between them. With three (3) manholes and two

pipe sections, lengths should not exceed 800 feet or as mutually agreed by the City and Contractor.

(b) Consist of sections two (2) manholes and one pipe section. This allows a run of 400 to 800 ft of pipe or as mutually agreed by the City and Contractor.

3. Flow Control - It is the intent of this specification that the smoke testing be accomplished without the need for bypass pumping. The Contractor shall provide temporary plugs, sandbags, or flow barriers as required to contain an adequate volume of smoke within the section of sewer being tested, or to limit the extent of sewer subjected to pressurized smoke. The Contractor shall monitor the resulting surcharged sewer at the manhole upstream of the section of sewer being tested, and prevent overflow conditions from occurring by removing the flow barriers. The City shall provide a standby vactor truck when the use of a vactor truck is agreed to by the Contractor and the City.

4. Prior to placing any smoke into a manhole, the Contractor shall first evacuate the system with a blower to ensure that any collection of explosive gas and any odor that may be introduced into the homes and businesses have been dispersed prior to pressurizing the sewer with smoke. Evacuation may be accomplished by removing the manhole covers of all manholes in the run, then placing a vacuum on the manhole where the blower is located, or, then blowing air into the manhole.

5. All smoke testing information shall be accurately and neatly recorded on field worksheets and on maps of suitable scale as provided by the Contractor and/or City. The final report and information may be transferred by the City to a data base together with related digital photographs taken during the project.

6. For each sewer main tested, the Contractor shall prepare a field log identifying each point of smoke exfiltration from:

- (a) Roof gutters.
- (b) Sewer cleanouts
- (c) Leakage in house laterals.
- (d) Patio or area drains.
- (e) Storm drain cross connections.
- (f) Any other source not stated above
- (g) Indicate if roof vents showed evidence of smoke or not.

7. The points of exfiltration, as identified above, shall be referenced and dimensioned to permanent landmarks or house or lot numbers.

8. A photograph of all leaks using a digital camera or approved substitute (video camera) shall be included with the field log. All photographs shall be clearly cross-referenced to the typed and/or computer generated log indicating the location of the leak.

9. The report shall reference the alphanumeric manhole numbers shown on the project maps.

10. The Contractor shall prepare a report on a form provided by the City of the smoke testing as specified. The report shall;

- (a) Clearly identifies each sewer main tested and documented smoke exfiltration.
- (b) Have all field data checked for accuracy.
- (c) Contain the digital data (i.e. photographs) at the end of the project.
- (d) Contain copies of the materials used to make notifications and a log of the daily notifications to the emergency and safety personnel and "Homes of Special Concern."

#### **PART 4 – PAYMENT**

##### **A. Personnel for Smoke Testing**

**1. Payment for Supervisor and for Helper shall be made on an hourly basis for each classification. This pay item shall be for the personnel required to perform the smoke test and shall include all mobilization costs.**

##### **B. Traffic Control for Smoke Testing**

**1. Traffic control will be paid on a cost plus ten (10) percent markup of the actual invoice from the subcontractor providing traffic control for the work authorized in the Work Order. This pay item shall be for traffic control required to perform a smoke test and to include the costs of changeable message sign boards (CMB) and flagmen when required and as approved by the City.**

##### **CITY STREET CUT PERMITS:**

The Contractor will obtain permits for work within city rights-of-way which includes: dirt cuts; gravel road cuts; asphalt or concrete pavement cuts; concrete sidewalk or curb and gutter cuts; and excavation permits. **Street cut permits are reimbursed with the submittal of a paid invoice from the City of Santa Fe Streets Division.**

**22. N/A**

**23. TERM AND RENEWAL CONDITIONS**

The initial term of Work to be performed for this bid shall become effective from the date the contract is signed by the City and terminate on June 30, 2022. The city reserves the right to renew or extend the period of performance with the Contractor for an additional three (3) terms of twelve (12) months each by a written amendment in accordance with the terms of the initial agreement.

**24. WARRANTIES**

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the City accepts satisfactory delivery of equipment or work from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

**25. EROSION CONTROL**

The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector for the City. Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

**All erosion control measures of this section shall be considered incidental to the bid items**

**END OF DOCUMENT FOR  
BID 21/46/B  
CIP 962**