

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/30/14
ITEM FROM FINANCE COMMITTEE MEETING OF 07/14/14

ISSUE:

8. Bid No. 14/42/B – Emergency Repair for Operations and Maintenance Contract for Water Division; Alpha Southwest, Inc. (Bill Huey)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 14/42/B for emergency repair for operations and maintenance contract from water division with Alpha Southwest, Inc. in the amount not to exceed \$175,000 plus gross receipts tax. Budget is available in CIP well fund.

FUNDING SOURCE: 52361.530150

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	Chair		
CHAIRPERSON DOMINGUEZ	Excused		

3-17/14/FCMissue

City of Santa Fe, New Mexico

memo

DATE: July 9, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office

VIA: Marcos A. Tapia, Finance Director
Finance Department

ISSUE: Award of Bid # '14/42/B
FY 14/15 RFB for Emergency Repair for Operations and Maintenance

SUMMARY:

On June 17, 2014, two bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>
Alpha Southwest Inc., Albuquerque	
Bid Items TS- 1 to TS- 17	\$257,385.60
NMGRT	\$ 21,073.45
Total Bid	<u>\$278,459.05</u>
RMCI, Inc., Albuquerque	
Bid Items TS- 1 to TS- 17	\$379,108.00
NMGRT	\$ 31,039.47
Total Bid	<u>\$410,147.47</u>

The using department has reviewed the bids and recommends award of bid to Alpha Southwest Inc., Albuquerque in the amount of \$257,385.60 plus NMGRT.

Budget is available in account number 52361.520150 (EXP- Line Extension Maintenance & Service – WIP Construction) in the amount of \$307,420.00.

ACTION:

It is requested that this recommendation of award to Alpha Southwest Inc., Albuquerque in the total amount of \$257,385.60 plus NMGRT, be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 7/2/14**

ISSUE NO. 12

Request for approval of Award of Bid # '14/42/B for FY 2014/2015 for Emergency Repair for Operations and Maintenance Contract to Alpha Southwest, Inc. for a contract period of four years with funding to be approved yearly. Initial funding to cover the remainder of FY 2014/2014 is set at a not to exceed compensation of \$175,000.00 exclusive of NMGR. (Bill Huey)

Public Utilities Committee – 7/2/14
Finance Committee – 7/14/14
City Council – 7/30/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 7/14/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	Not Present		
COUNCILOR BUSHEE	Excused		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: June 20, 2014
TO: Public Utilities Committee / Finance Committee
VIA: Nick A. Schiavo, Interim Public Utilities Department and Water Division Director ^{NS}
FROM: Alex A Puglisi, Interim Source of Supply Section Manager ^{AAP #}
Bill Huey, Water Division Engineer 

ITEM AND ISSUE:

The Public Utilities Department requests approval of Award of Bid #14/42/B for FY 14/15 RFB for Emergency Repair for Operations and Maintenance Contract to Alpha Southwest, Inc. for a contract period of four (4) years with funding to be approved annually. Initial funding to cover the remainder of Fiscal Year 14/15 is set at a not to exceed compensation of one-hundred seventy-five thousand dollars (\$175,000.00) plus New Mexico Gross Receipt Tax (NMGRT).

BACKGROUND AND SUMMARY:

On June 17, 2014, the City of Santa Fe Purchasing Office and the Water Division opened bids for the FY 14/15 RFB for Emergency Repair for Operations and Maintenance Contract (Contract). This is a requirements contract with the Water Division issuing Work Orders (WO) as needed under the contract for work such as furnishing all equipment, labor and materials for the repair, replacement, modification, and demolition services for mechanical and electrical equipment, piping, instrumentation and buildings in the City of Santa Fe and parts of Santa Fe County, for over 21 well sites, 14 ground storage tanks, 2 reservoirs, 15 booster pump station sites, and 1 treatment plant site, in accordance with the drawings, specifications, and other Contract Documents. The initial Contract amount is limited to \$175,000.00 plus NMGRT/per year. The Contract has been written for four (4) years, but funding will be re-authorized yearly as needed.

Two bids were received by the Water Division. Contractors were submitting bids both for Contract selection and, if chosen, to set rates for all line items to be utilized in future Work Orders. The lowest bid was received from Alpha Southwest, Inc. The Water Division requests that this bid be accepted and that the contract be awarded to Alpha Southwest, Inc. The attached Bid Summary summarizes the received bids.

This Contract is strictly an as-needed, on-call contract, with no guaranteed minimum. Funds for this work during the Fiscal Year 14/15 are available in the approved FY 14/15 Budget under business unit/fund number 52361.520150 in the amount of \$175,000.00 plus NMGRT.

ACTION REQUESTED:

Staff requests review and approval of:

- Approval of Award of RFB #14/42/B and Contract to Alpha Southwest, Inc. in the amount of \$175,000.00 plus NMGRT.
- Forwarding and recommendation of approval of award and contract to the Finance Committee on July 14th for their consideration and approval and to the Governing Body on July 30th for their final consideration and approval.

**CITY OF SANTA FE - SANGRE DE CRISTO WATER DIVISION
 FY 14/15 RFB for EMERGENCY REPAIR for O & M CONTRACT, BID 14/42/B
 Request For Bids, Bid Talley**

Bid Date:	June 17, 2014	Alpha Southwest, Inc	RMCI, Inc
Bid Time:	2:00 PM	Albuquerque, NM	Albuquerque, NM
Base Bid:		\$ 257,385.60	\$ 379,108.00
NMGRT:		\$ 21,073.45	\$ 31,039.47
Total:		\$ 278,459.05	\$ 410,147.47

Preferences

Local

Veterans

CITY OF SANTA FE - SANGRE DE CRISTO WATER DIVISION
FY 14/15 RFB for EMERGENCY REPAIR for O & M CONTRACT, BID 14/42/B
Request For Bids, Bid Talley

Bid Item	Bid Date: Bid Time:	June 17, 2014 2:00 PM	Alpha Southwest, Inc Albuquerque, NM		RMCI, Inc Albuquerque, NM	
			Bid Price	Amount	Bid Price	Amount
TS-1						
a	Quantity					
	400		\$ 50.00	\$ 20,000.00	\$ 87.00	\$ 34,800.00
TS-2						
a	300		\$ 63.50	\$ 19,050.00	\$ 153.00	\$ 45,900.00
b	100		\$ 63.50	\$ 6,350.00	\$ 108.00	\$ 10,800.00
TS-3						
a	3000		\$ 7.00	\$ 21,000.00	\$ 6.70	\$ 20,100.00
TS-4						
a	100		\$ 15.00	\$ 1,500.00	\$ 13.00	\$ 1,300.00
TS-5						
a	250		\$ 210.00	\$ 52,500.00	\$ 248.00	\$ 62,000.00
TS-6						
a	6		\$ 1,100.00	\$ 6,600.00	\$ 1,600.00	\$ 9,600.00
TS-7						
a	250		\$ 63.50	\$ 15,875.00	\$ 97.00	\$ 24,250.00
TS-8						
a	250		\$ 65.00	\$ 16,250.00	\$ 134.00	\$ 33,500.00
TS-9						
a	\$2,000		100.00%	\$ 2,000.00	25.00%	\$ 500.00
TS-10						
a	150		\$ 63.50	\$ 9,525.00	\$ 108.00	\$ 16,200.00
TS-11						
a	80		132.00%	\$ 105.60	60.00%	\$ 48.00
TS-12						
a	80		\$ 75.00	\$ 6,000.00	\$ 287.00	\$ 22,960.00
TS-13						
A	250		\$ 15.00	\$ 3,750.00	\$ 26.00	\$ 6,500.00

CITY OF SANTA FE - SANGRE DE CRISTO WATER DIVISION
FY 14/15 RFB for EMERGENCY REPAIR for O & M CONTRACT, BID 14/42/B
Request For Bids, Bid Talley

Bid Item	Bid Date: Bid Time:	June 17, 2014 2:00 PM	Alpha Southwest, Inc Albuquerque, NM		RMCI, Inc Albuquerque, NM	
TS-14						
a	\$5,000		110.00%	\$ 5,500.00	20.00%	\$ 1,000.00
b	10 Days		\$ 250.00	\$ 2,500.00	\$ 586.00	\$ 5,860.00
TS-15						
a	\$10,000		110.00%	\$ 11,000.00	20.00%	\$ 2,000.00
TS-16						
a	100		\$ 75.00	\$ 7,500.00	\$ 93.00	\$ 9,300.00
b	100		\$ 75.00	\$ 7,500.00	\$ 102.00	\$ 10,200.00
c	100		\$ 63.50	\$ 6,350.00	\$ 83.00	\$ 8,300.00
d	100		\$ 63.50	\$ 6,350.00	\$ 121.00	\$ 12,100.00
e	100		\$ 63.50	\$ 6,350.00	\$ 83.00	\$ 8,300.00
f	100		\$ 150.00	\$ 15,000.00	\$ 126.00	\$ 12,600.00
TS-17						
a	80		\$ 63.50	\$ 5,080.00	\$ 139.00	\$ 11,120.00
b	90		\$ -	\$ -	\$ 46.00	\$ 4,140.00
c	30		\$ 125.00	\$ 3,750.00	\$ 191.00	\$ 5,730.00
Total Bid Items TS-1 to TS-17:				\$ 257,385.60		\$ 379,108.00
NMGRT 8.1875%				\$ 21,073.45		\$ 31,039.47
TOTAL BID:				\$278,459.05		\$410,147.47

A. Construction Agreement

CONTRACT

THIS CONTRACT is entered into as of the _____ day of _____, 2014 between, a Alpha Southwest Inc. with principal offices located at 205 Rossmoor Rd SW, Albuquerque, NM (hereafter "Contractor"), and City of Santa Fe, (hereafter "City"). Hereafter, Contractor and City of Santa Fe Water Division are often collectively referred to as "Parties" and singularly as "Party."

A. This Contract is for the Source of Supply; RFB for Emergency Repair for Operations and Maintenance at the fixed unit prices set forth in Exhibit I – Fixed Unit Price Schedule. City and Contractor mutually agree to perform this Contract in strict accordance with the Contract Terms and Conditions (Attachment A), the City of Santa Fe Water Division General Construction Conditions (Exhibit II), and all other exhibits attached to and incorporated by reference in the Contract Terms and Conditions.

B. The Contract documents consist of this Contract and all Attachments and Exhibits thereto and all subsequent changes. The Contract documents are complementary and what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error, or discrepancy in the Contract documents, Contractor will call it to City's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors, or discrepancies, the documents shall be given precedence in the following order: (a) Change Orders, (b) Contract Terms and Conditions, (c) Scope of Work, (d) General Conditions, (e) any other provisions in this Contract, and (f) the Contractor's proposal if incorporated in this Contract by reference.

C. This Contract constitutes and expresses the entire agreement between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby. This Contract may not be modified nor amended except by written instrument executed on behalf of each Party by an officer or other duly authorized representative.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed on the day and year first above written.

CONTRACT TERMS AND CONDITIONS

ARTICLE 1 SCOPE OF WORK

Work involves the installation, replacement, or emergency spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and related work for the City of Santa Fe Water Division.

1.1 The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in the following Exhibits, which are incorporated by reference in this article:

- Exhibit I Fixed Unit Price Bid Schedule – Bid Form
- Exhibit II City of Santa Fe Water Division General Construction Conditions
- Exhibit III Wage Rate Schedule & City of Santa Fe Living Wage Ordinance 2003-8
- Exhibit IV Work Descriptions with Measurement and Payment for Unit Prices
- Exhibit V City of Santa Fe Water Division Construction Specifications
- Exhibit VI Standard Construction Details Water Distribution Systems
- Exhibit VII Standard Project Signs

1.2 Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for WOs or any changes thereto which exceed \$10,000, the City Manager; for all other WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (i) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the

City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

1.3 The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the 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 WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

ARTICLE 2 TERM

2.1 The term of this Contract shall commence on the date listed in the Construction Agreement and **expire on June 30, 2015**. The term may be extended for three (3) additional twelve (12) month periods not to exceed 4 years, by the written agreement of the Parties amending this Contract.

ARTICLE 3 COMPENSATION

3.1 The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed One hundred seventy five thousand dollars (\$175,000.00), plus applicable gross receipts taxes. Payment shall be made for services actually rendered for each Work Order at the fixed unit prices set forth in Exhibit I.

3.2 Contractor shall submit to the City a detailed statement of the quantity of Work completed under all Work Orders during the preceding calendar month, together with an invoice based on such statements. In the event the City shall question any items included in said statement and invoice, the items in question shall be deducted and the remainder of the invoice amount paid in the manner specified and Contractor promptly notified of the amount withheld. When the accuracy of the withheld items is established or adjustment thereof has been agreed upon between the Parties. City shall promptly pay, in the specified manner, the invoice amount for such items agreed upon.

ARTICLE 4
INVOICING AND PAYMENT

4.1 Contractor shall submit invoices to the City which shall reference this Contract number, the WO number (if applicable), with such other documentation as the City may require to:

City of Santa Fe Water Division
Attention: Alex A. Puglisi
Source of Supply Manager
1780 Canyon Road
Santa Fe, New Mexico 87501

4.2 Payment of each invoice is due within twenty-one (21) days of its receipt by the City; provided, however, if the City objects to all or any portion thereof, it shall so notify Contractor of same after receipt, and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

ARTICLE 5
INSURANCE

5.1 Without limiting any liabilities or any other obligations of Contractor, Contractor shall unless otherwise approved in writing, provide and maintain, with forms and insurers acceptable to the City, until all the obligations under this Contract are satisfied, the minimum coverage as follows:

5.2 Worker's Compensation Insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the services, and Employer's Liability Insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00).

5.3 Comprehensive General Liability Insurance, or the equivalent, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) for each occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, and products and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as XCU.

5.4 Comprehensive Automobile Liability Insurance, or the equivalent, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to Contractor's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of the Services.

5.5 The policies required by paragraph 5.3 of this ARTICLE shall be endorsed to include City of Santa Fe as an additional insured.

5.6 Prior to commencing Services, Contractor shall furnish the City with Certificates

of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. Such Certificates of Insurance shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to the City addressed as follows:

City of Santa Fe Water Division
Attention: Alex A. Puglisi
Source of Supply Manager
1780 Canyon Road
Santa Fe, New Mexico 87501

5.7 Costs for coverage maintained by Contractor shall not be charged to the City.

5.8 Contractor shall require that each subcontractor comply with insurance requirements as set forth herein.

ARTICLE 6 REPRESENTATIVES AND NOTICES

6.1 Contractor shall place a Project Manager in charge of the Work. The Project Manager and all other supervisory personnel assigned to the Work shall be permanent employees of Contractor. The Project Manager shall maintain close contact with the City Water Division Engineer Supervisor and shall spend part of his time in the field, as required. All instructions, requests for changes, and other communications to Contractor shall be directed in writing to the Project Manager.

6.2 The City hereby appoints the Engineer Supervisor as the Contract Administrator, who shall have authority to review Contractor's performance of WO's issued hereunder, and approve alterations in plans or specifications, and who shall cooperate with Contractor to the end that the greatest economy and speed consistent with good workmanship may be attained, and to whom all communications from Contractor shall be directed and from whom Contractor shall receive all requests for changes and other communications made on behalf of the City. The City may appoint another Contract Administrator at any time by written notice to Contractor.

6.3 Any formal notice, demand, or request provided for in this Contract shall be deemed properly made if personally delivered, or sent by registered or certified mail, postage prepaid, to the person specified below:

To Contractor: Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

To City:

City of Santa Fe Water Division
Attention: Alex A. Puglisi
Source of Supply Manager
1780 Canyon Road
Santa Fe, New Mexico 87501

6.4 Nothing contained in this article shall preclude the transmission of routine correspondence, messages, and information between the respective Parties hereto, either at the Work site or at their respective home offices, by an official of either Party or their representatives.

ARTICLE 7
WORK ORDER CONDITIONS

7.1 Contractor shall begin work within a period of 10 calendar days from receiving a valid WO from the City. Contractor shall commence construction on the project and diligently carry each WO assignment through to satisfactory completion in strict accordance with this Contract. Each WO shall specify a completion date as agreed upon by Contractor and City Authorized Representative. Contractor shall submit to City Water Division a progress report twice each calendar month on the status of all outstanding WO's. Contractor's report shall include the following items:

- 1)Contract Number and Work Order
- 2)Short Title
- 3)Date Work Order Issued to Contractor
- 4)Percent Completed
- 5)List of any Outstanding Invoices
- 6)Discussion / Identification of Outstanding Issues

If construction exceeds the time limit set forth on the WO or requires rescheduling, the Contractor's justification shall be indicated in the report.

7.2 This project consists of the summation of all of the WO's issued in accordance with the Contract Documents. Actual work depends on the unknown needs of the City Water Division, and others. The dollar amounts used to evaluate the bids are not guaranteed as the final contract amount.

7.3 The fixed unit prices shall apply to the Contract for "Emergency Repair for Operations and Maintenance". Work may be in any location within the Water Division system, dependant upon the demands placed upon the Water Division. The Water Division is located primarily within or near the City of Santa Fe and includes the Buckman Well Field. WOs shall be made up of any combination of bid items required and shall be issued at any time during the term of the Contract.

7.4 In the preparation and issuance of WOs, any and all of the bid items in this Contract may be combined or used interchangeably with any of the other bid items.

7.5 This contract will primarily be used for issuance of WOs for the repair/replacement of water pumps and work on the water production network.

7.6 The City reserves the right at any time to perform maintenance, repair, and related work on any existing facilities either with its own forces, or by force-account, or by separate contract.

7.7 The City reserves the right at any and all times to ask for bids outside this contract on any WO with a construction cost estimate that exceeds \$25,000.

7.8 Prior to issuance, the value of each WO will be estimated by the City using an estimate of the quantities required to do the work and the contract unit prices. The price of any items in the estimated quantity not covered by a unit price in the contract will be negotiated between the City and the Contractor prior to issuing the WO. The City reserves the right to ask for bids outside this contract on any WO when 15 percent or more of the estimated construction cost involves items not covered by bid items contained in this contract.

7.9 The City reserves the right to issue WOs that cover work at a single site or multiple sites.

7.10 Should the City exercise its option to solicit bids on any WO outside this contract, the resulting contract shall be considered as a separate contract from this contract and will relate in no way to the contractual agreements, time, estimate quantities, or money contained in this contract.

7.11 The City of Santa Fe Water Division Construction Specifications make frequent reference to the Developer. For the purposes of this contract, the Contractor shall be deemed as the Developer for purpose of said Construction Specifications.

ARTICLE 8 MATERIAL STOCK AND WORKFORCE REQUIREMENTS

8.1 In order to not delay the completion of projects required under this contract, the Contractor shall be required to keep a sufficient stock of materials on hand for the completion of the more ordinary projects. This is required due to the fact that these items cannot be secured immediately in Santa Fe. Contractor shall keep on hand the items listed below complete with all jointing materials and incidental supplies. Contractor shall, for his convenience, consult the City's Authorized Representative one month prior to the termination of the Contract so that the inventory may be reduced and Contractor may have as few of the items on hand at the completion of the contract as practical.

8.2 The City shall have no responsibility to the Contractor for the purchase of any surplus items remaining at the end of the Contract term. As depletion of the stock occurs below the minimum stocking level, orders must be placed immediately to replace them. Failure to do so may be considered as failure on the Contractor's part to comply with the terms and conditions of the contract.

8.3 The use of any of the items under this Contract shall be prescribed by the City's Authorized Representative. Any deviation from the City's Authorized Representative's plan in the use of fittings due to the Contractor's failure to keep the items listed below in stock shall be at the Contractor's expense.

8.4 The Contractor shall maintain a sufficiently trained work force in sufficient numbers to complete the work under the contract in an efficient and timely manner. Contractor shall also furnish sufficient equipment and tools to complete work in an efficient and timely manner. Work shall not be delayed due to contractor's lack of tools or equipment.

8.5 The Contractor shall maintain a local office and permanent yard within 5 miles of the City of Santa Fe Municipal Boundary during the performance of this contract and shall have personnel available outside of normal business hours to handle emergency or warranty work. Prior to executing the contract, the contractor will be required to supply a local telephone contact that is available 24 hours a day for emergency and warranty call out work.

ARTICLE 9 EMERGENCY REPAIRS

9.1 As a supplement to the Water Division's on-staff work crews, emergency call out unit prices are included in this contract. Most emergency work required to operate the Water Division system will be performed by Water Division crews. If the need arises, the City will contact the Contractor to do emergency repair work. This work will be paid using the Emergency Call Out set forth in the fixed unit prices in Exhibit I.

9.2 The work will be paid using emergency prices only if the job is declared an emergency by the City. A WO will be issued within five (5) working days of the start of the emergency work. Either the Water Division Engineer Supervisor, Transmission and Distribution Supervisor or Source of Supply Supervisor will provide the scope of the work prior to starting.

9.3 The emergency prices shown on Exhibit I will be used in addition to the Base Construction Unit Prices. If an emergency is declared, the work will be paid by the unit prices listed in the Base Construction Unit Prices plus the applicable equipment rate. Any materials not covered by a Base Construction Unit Price will be paid by invoice cost from the supplier plus the material Mark Up rate not to exceed the rate listed in the Bid Form.

9.4 An authorized Representative will notify contractor of an emergency. A City representative will brief the Contractor, at the job site or at the division, 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.

ARTICLE 10
WAGE RATES

10.1 The Contractor shall comply with all wage rates requirements as shown on Exhibit III, Wage Rate Schedule, Contractor shall maintain all records of wages paid and be available to the City or State of New Mexico Department of Finance and Administration for auditing.

ARTICLE 11
NON APPROPRIATIONS

11.1 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

ARTICLE 12
APPLICABLE LAW; CHOICE OF LAW; VENUE

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

ARTICLE 13
NON-DISCRIMINATION

13.1 During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed,

color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

ARTICLE 14
ASSIGNMENT; SUBCONTRACTING

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

ARTICLE 15
THIRD PARTY BENEFICIARIES'

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

ARTICLE 16
GENERAL AND SPECIAL PROVISIONS

16.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

16.2 Unless expressly provided otherwise, terms in this Agreement shall have the same meaning as those in the Conditions of the Contract for Construction.

16.3 The Contractor shall defend, indemnify and hold harmless the City against any and all injury, loss or damage, including cost of defense, and including without limitation, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

ARTICLE 17
NEW MEXICO TORT CLAIMS ACT

17.1 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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

CITY OF SANTA FE:

CONTRACTOR:
ALPHA SOUTHWEST, INC.

Javier M. Gonzales, Mayor

Name & Title

Date

Date

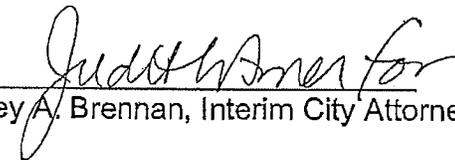
CRS#

City of Santa Fe Business Reg

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:



Kelley A. Brennan, Interim City Attorney 6/19/14

APPROVED:

Marcos A. Tapia, Finance Director

Business Unit / Line Item # 52361.510320

A. Performance Bond

A. KNOW ALL MEN BY THESE PRESENTS, that

_____ *(here insert the name and address or legal title of the Contractor)*
as Principal, hereinafter called Contractor, and

_____ *(here insert the legal title of Surety)*
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of _____ DOLLARS, (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 20014, entered into a contract with the City of Santa Fe for the _____ in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

1. The Surety hereby waives notice of any alteration or extension of time made by the City.
2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:
 - a. Complete the contract in accordance with its terms and conditions or;
 - b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any

amendments thereto, less the amount properly paid by City to Contractor.

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

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

SIGNED AND SEALED ON _____, 20__.

Notary Public

My Commission Expires:

Contractor – Principal

By: _____

Title: _____

Approved as to form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

EXHIBIT II – TECHNICAL SPECIFICATIONS (TS) DESCRIPTION WITH MEASUREMENT & PAYMENT

Payment shall be rendered based on the unit price for each item as set forth in EXHIBIT I Fixed Unit Price Schedule. Such payment shall be full compensation for furnishing all labor, materials, tools, equipment, and any incidental items required to complete the Work in strict accordance with Contract Documents. The following defined measurements shall be used for determination of payment to CONTRACTOR.

Each technical specification (TS item) below describes procedures and payment rates associated with respective work elements. A job performed under a primary TS item will entail additional work described under other TS items. The Contractor will be compensated for work according to the payment rates prescribed under the respective TS items. Technical specifications are as follows:

- 1. TS – 1 Shop Drawings, Reports, O&M Manuals, Calculations, Permits, Scheduling, and Computerized Maintenance Management System (CMMS) Database related tasks:**
 - a. Payment for time applied to the following items shall be as per the TS-1 man-hour rate bid:
 - i. Material and equipment selection calculations.
 - ii. Preparation of cost estimates.
 - iii. Preparation and maintenance of periodic Payment Expenditure Records.
 - iv. Work schedule preparation and maintenance, and associated City meetings.
 - v. Obtaining work permits.
 - vi. Production of shop drawings.
 - vii. Production of reports.
 - viii. Production of Operations and Maintenance (O&M) manuals.
 - ix. Data entry and data transfer for the purpose of maintaining the City's CMMS database of information for the work, materials, drawings, plans, scheduling, etc., that is included under this Contract.
 - b. There shall be no separate payment for billing activities.
 - c. All calculations, reports, and shop drawings submitted to the City shall be accompanied by digital copies readable by PC computers using a current Microsoft Windows OS of the City's choice or in an alternative format requested by the City representative. This electronic transfer of information shall include either direct entry by Contractor personnel into the City CMMS database or the transfer of data from the Contractor in a format that can be easily interacted into the City CMMS database. The above formats may be subject to change at the discretion of the City.
 - d. The Contractor shall provide the City with detailed work schedules containing milestones and completion dates for all work. These schedules shall be updated weekly.
 - e. The Contractor is to prepare fabrication shop drawings, piping and valve installation drawings, as-built drawings, and O&M manuals for replaced equipment and appurtenances. The O&M manuals are to contain a list of all shop and as-built drawings, inspection and evaluation reports, all factory nameplate information, factory and Contractor prepared operating and maintenance procedures, and all warranty information for the above items. The O&M manuals shall include copies of the written reports of inspections described under TS-10.
 - f. If O&M manuals are not provided within 30-days after the installation is returned to the City for service, the Contractor shall provide an on-site oral presentation covering all necessary operation and maintenance procedures. Copies of pertinent notes shall be submitted prior to the presentation. The oral presentation and notes shall be provided at the Contractor's expense. O&M manuals shall be submitted within 90-days after the date of beneficial occupancy.
- 2. TS – 2 Work Site Protection, Cleanup and Disinfection:** - The TS – 2 man-hour rate bid shall apply to all material, equipment and labor applied to the following work, which is more fully described below:

- a. Work site preparation. This shall include dismantling and reassembling of buildings, fences and City owned structures, removal of and resetting electric motor or gear drive, removal and reinstallation of discharge head and associated piping, removal and reinstallation of all other piping and appurtenances for oil dripper, oil motor bearing cooling water, water pressure gauge piping and water well airline gauge ports.
- b. Work site protection, to include disinfection procedures. A tank truck utilized for chlorine solution delivery will be as per TS-9 or TS-14. Payment for chemicals used for well disinfection will be as per TS-11. Payment for Contractor oversight during preparation for securing an open well head under site preparation shall be per the TS-13 job-hour rate bid, unless other work is performed in conjunction with the oversight. Elements of work site cleanup to include cleaning and painting of buildings, piping, or equipment surfaces may utilize TS-14 and TS-15, if authorized by the City representative.
- c. Work site protection. The Contractor shall accept responsibility for the care and condition of all work until final completion and acceptance. This responsibility shall include both sanitary and physical protection procedures discussed below. All methods of protection and disinfection shall be subject to advanced approval by the City. The contractor is to accept only a written City directive prior to and change in a work site protection or disinfection procedure. Any potential safety hazard must be properly barricaded.
- d. Sanitary Protection and Disinfection of the System and Aquifer. The Contractor shall be responsible for protection of the water supply system and of the aquifer from the introduction of bacteria, contaminants, or non-potable water, as a result of his work and being on site. All work shall follow industry standards for sanitary protection and disinfection. The Contractor shall also follow City furnished disinfection procedures before, during, and after pump pulling.
- e. Physical Protection of Work. Contractor responsibility shall include physical protection of facilities and equipment from vandalism, foreign matter, the elements, etc. Any unmonitored well head at which the discharge head has been removed must be properly secured by City approved methods. The City shall provide well caps, keys and locks to the Contractor for this purpose. If a well head is not secured, it shall not be left unattended without City authorized monitoring personnel on-site. All equipment, instrumentation, and open piping (to include pump column pipe in the well), shall be covered while work is in progress. All floor drains shall be covered prior to beginning work and shall remain covered until cleanup is complete. The Contractor shall not allow anything other than water to enter the floor drains.
- f. The Contractor shall provide personnel and equipment necessary to remove the well cap for video survey and logging access upon request. Upon completion of video survey and logging, the Contractor shall also provide the personnel for properly securing the well head with the City furnished well cap.
- g. Work Site Cleanup. The Contractor shall not return a facility to the Water Division for utilization unless he has removed from City property and from all public and private property, all temporary structures, and any light rubbish, debris, and scrap materials resulting from his operations. Within forty-eight (48) hours of returning the facility to the City for acceptance testing all heavy scrap material must be removed. Waste material shall be disposed in an environmentally safe manner.
- h. Within one (1) week after beneficial occupancy all inside surfaces exposed to work accomplished are to be cleaned and painted unless this requirement is waived by the City representative. Residue from cleaning shall be collected and disposed off site. Cleaning methods are subject to approval by the City representative. No job shall be left as complete if there are unpainted exposed metal surfaces, or openings in walls that allow excessive passage of heat or dust. The Contractor shall leave the entire site in a clean and neat condition.

- c. Under some circumstances, well casing may be videotaped and logged by the United States Geological Survey or by City personnel. Contractor payment and procedures under these conditions shall be per TS-2.
7. **TS – 7 Repair/Replacement of Well, Booster Station and Reservoir Equipment:** Payment for labor applied to the following items shall be as per the TS-7 man-hour rate bid:
- a. Repair or replacement of gear drives at gas engine driver sites and water treatment plant pumping equipment.
 - b. Replacement of existing above ground, buried yard valves and treatment plant with new manual and/or electric operated valves including all related piping parts.
 - c. Replacement/repair of flow meters including all related piping and parts and calibration records for each.
 - d. Replacement or modification of pump and station control valves including all related piping and parts.
 - e. Replacement of existing oil dripper units at well sites with new or repaired dripper units and all appurtenances.
 - f. Repair or replacement of auxiliary mechanical or electrical equipment. The City reserves the right to furnish replacement well or booster pump motors or treatment plant equipment.
 - g. Electrical disconnect and hookup of repaired or replacement equipment.
 - h. Repairs or modifications of well heads as required.
 - i. Testing of parts, equipment, or material.
 - j. Measure, set and recheck field pump impeller lateral settings and field verification of pump and equipment operations.
 - k. Demolition or removal of existing structures.
 - l. Non-well rig associated well rehabilitation or abandonment labor.
8. **TS – 8 Fabrication and Machine Shop Work:** This item covers all equipment and labor used in the fabrication and machining of well casing, well screen, chemical feed lines, discharge heads, flanges, shafts, adapters, other piping and parts, etc., and as applied to rebuilding well and booster pumps. Scrap materials from fabrication will remain as the Contractor's property.
- a. Payment shall be as per the TS-8 man-hour rate bid. The cost of all equipment necessary for welding, fabrication, and machine shop work shall be included in this man-hour rate bid, whether the function is performed in the field or in the shop.
9. **TS – 9 Contractor Owned Equipment:** This bid item covers payment for specialized Contractor owned equipment. Such TS-9 equipment is to include only crane, boom truck, backhoe, or tank truck. This equipment will be utilized to disassemble and reassemble buildings, pull and reinstall equipment, chlorinate wells, expose buried pipe, and other necessary uses. Estimates submitted by the Contractor for jobs requiring TS-9 equipment shall include an itemized list of the estimated cost of the equipment.
- a. Contractor payment shall be as per the TS-9 hourly bid percent, not to exceed 100% of the current edition of the Rental Rate Blue Book, published by Equipment Watch, 181 Metro Dr., Suite 410, San Jose, CA 95110, as per this contract document. Any equipment not covered by this Blue

Book shall be negotiated and shall not exceed comparable charges of local vendors. The City shall not be charged for idle machine time.

- 10. TS – 10 Inspection of Work:** This item covers all equipment and labor as applied to inspection, to include disassembly and cleaning for the purpose of inspection. The Contractor shall cause a full and proper inspection of all authorized work, unless expressly waived by the City representative. This is to include, but is not precluded by any assembly, disassembly, shop work, machine work, electrical work, or balance work, whether performed by the Contractor, manufacturer, or subcontractor contributing to work under this contract.
- a. Inspection of pump assemblies shall include shaft inspection and straightening, and inspection of column pipe, inner column, spiders, bearings, impellers, bowls, and gear drives.
 - b. Payment shall be as per the TS-10 man-hour rate bid. The price of cleaning fluids, oils, rags and materials associated with this work shall be included in the labor rate. Payment for producing the written reports of the inspection shall be per TS-1.
 - c. A fully descriptive typewritten report shall follow all physical inspections unless waived by the City representative. The inspection report shall include pertinent qualitative and quantitative information, to include dates, wear or tolerance measurements, observations, and conclusions associated with the condition of the equipment. It shall contain recommended action based upon, or overriding, the inspection.
 - d. Preliminary written reports of inspection shall be forwarded to the City representative prior to corrective or associated action, unless the City representative is fully advised of the inspection and recommendations, and authorizes that the action be performed prior to report submittal.
 - e. The final type-written report of inspection shall include the above preliminary report as well as work completed, an itemized replacement parts list indicating whether replacement parts were new or used, final tolerances, date installation returned to Water Utility Division for service, job completion date, and final billing date. Information specified under TS-11 shall be included. Additional information that the Contractor deems pertinent or as requested by the City representative shall be included. Pump inspection reports shall include field and shop total pump lateral measurements, and field lateral setting measurements.
 - f. One copy of the final type written report shall be attached to any associated O & M manual and one copy shall be submitted to the City representative. The final type written report is to be submitted to the City representative no later than 15 days after installation is returned to the Water Utility Division for service. The City will furnish the Contractor with pump inspection report forms.
 - g. The City representative shall at all times have access to any work whenever it is in preparation or in progress, and the Contractor shall provide proper facilities for such additional inspection. Upon request, the Contractor shall supply to the City for the purpose of inspection, any material to be installed under this contract. The City reserves the right to remove such material from a City facility work site for the purpose of inspection. The Contractor shall advise the City representative at least 24 hours in advance of all inspections.
- 11. TS – 11 Repair Parts, Materials and Replacement Equipment:** This item covers Contractor procurement of parts, material, and replacement equipment for City facilities. The Contractor shall perform material, equipment, and appurtenance selection calculations based on design parameters furnished by the City. The Contractor shall submit shop drawings, selection calculations, and a PPER estimate to the City representative for review and approval prior to procurement and no later than 30 days after the City furnishes design parameters.

- a. Payment shall be the Contractor invoice cost plus TS-11 percent over invoice bid, plus freight. The City reserves the right to contact other major brand parts and equipment suppliers to determine if Contractors costs are reasonable. If cost of repair parts, material, or replacement equipment from other suppliers is 5% or more lower than the Contractors invoice cost, the City shall pay the lower cost, plus TS-11 percent over the lower cost, plus freight.
- b. Unless otherwise specified or authorized by the City representative, all materials incorporated in permanent work shall be new. Workmanship and materials shall meet or exceed industry standards for quality. The Contractor shall upon request, furnish satisfactory evidence as to the kind and quality of materials. Any material used by the Contractor shall be subject to refusal by the City.
- c. Contractor Furnished Pumps. The City shall specify the pumping conditions (TDH, flow rate, and maximum driver horsepower available) required for new or rebuilt pumps and reserves the right to recommend make, bowl, and the impeller size, number, material, and finish based upon manufacturers published curves. It is the responsibility of the Contractor to perform necessary calculations to provide a check on any pump or equipment recommendation made by the City and to submit written recommendations of superior alternatives. Any operating condition that may limit the pump warranty shall be submitted in writing prior to final selection.
- d. The Contractor shall guarantee pump performance within specified tolerances with respect to the manufacturer's published characteristic curve. Acceptable tolerances shall be flow within plus or minus 5% and efficiency greater than minus 2%. Maximum driver horsepower required anywhere on the curve shall not exceed 90% of existing driver rated horsepower unless the City representative is notified of this condition in writing prior to final selection. Characteristic curves for a representative pump of the capacity and type offered, and the data sheet discussed below, shall be submitted to the City prior to final selection of the type of pump.
- e. All Contractor furnished pumps will be factory tested unless specifically waived by the City representative. Factory testing shall conform to Hydraulic Institute Standards, Section E. The test shall include a full set of flow, head, efficiency, and horsepower required points over the full range of the pump. The pump curves resulting from the factory test will be adjusted to 1790 rpm unless requested otherwise by the City representative. The characteristic NPSHR curve theoretically adjusted for rpm and impeller diameter shall be included. Vibration measurements in excess of those indicated on Figure 78 of Hydraulic Institute Standards-Fourteenth Edition, will be corrected at no cost to the owner. The factory test curve shall be submitted to the City representative for acceptance or rejection prior to shipping.
- f. The City shall conduct the field acceptance testing in the presence of the Contractor. Measurements shall be made with City calibrated measuring devices, including pressure gauges, tachometer, volt-amp meter, and level measuring device. Measurement of flow shall be with the well flow meter or by volumetric measurement utilizing the existing reservoir into which the well pumps. The Contractor may furnish such test equipment for the purpose of validation or upon request from the City. Design points shall be modified for actual conditions at time of testing to account for water pumping level, discharge pressure, speed of rotation or other parameters that may affect design points. The City shall make determination of a modified design point.
- g. The Contractor shall pull the pump or pump related equipment, disassemble, and inspect for misalignment, bent shaft, or other pump or installation related deficiencies based upon City interpretation of vibration readings or other observations during the 30 day period following initial acceptance testing. The Contractor shall be responsible for all costs of removal, disassembly, inspection, repair, and reinstallation involved, if physical inspection verifies out of tolerance pump assembly equipment with respect to relevant AWWA or Hydraulic Institute Standards, or if other obvious defects are observed. The Contractor will not be held responsible for unacceptable tolerances due to excessive natural wear conditions such as excessive sand production or

excessively corrosive environments. The City shall pay for all such costs if the pump and related equipment is within industry standard tolerances and vibration measurements or other relevant observations are not greatly improved upon retesting.

- h. If the new pump assembly as indicated from factory or field testing does not meet specified performance tolerances, or if there is insufficient total lateral to allow the factory recommended lateral setting at the design flow and TDH point and at the 80% of design flow and associated increase in TDH on the manufacturer's curve without excessive friction due to up thrust or down thrust, the City may, at the City's sole option, reject the pump and refuse payment to the Contractor for all costs associated with the pump. The total lateral at the 80% condition shall assume total wear through any lateral wear rings in the pump. The total lateral at the design point shall assume no wear of any lateral wear rings. The Contractor shall be responsible for removing the deficient pump and replacing it with a pump that meets specifications. The Contractor shall bear all costs associated with this corrective action.

- i. Pump Assembly Data Supplied with Pumps. Data sheets supplying only the characteristic data within the list below shall be submitted prior to final selection of a pump type and prior to assembly. After pump assembly and any factory testing, the list below shall be fully completed and resubmitted prior to shipment and prior to beginning pump installation. Failure to complete and submit the data sheets in the above manner shall be sufficient cause for rejection of the pump or withholding of payment until compliance is met, at the City's option:
 - i. Name of pump Manufacturer.
 - ii. Type of Pump.
 - iii. Number of stages.
 - iv. Impeller diameter and relative pump curve number, material, finish grade, coatings, treatment,
 - v. Impeller dynamic balance upper test data or limits if test data is inaccessible
 - vi. Factory certified curve for pump supplied, to include flow vs. TDH, efficiency curve, horsepower curve, theoretical NPSH required curve, and shut-off head.
 - vii. Bowl material and pressure rating compared to design and shutoff TDH conditions.
 - viii. Bowl shaft material and diameter.
 - ix. Head and capacity at design point, and shut-off head.
 - x. Maximum horsepower required anywhere on the curve.
 - xi. Total lateral and lateral wear ring depth available in pump to be supplied.
 - xii. Factory calculations showing line shaft elongation, column elongation, and line shaft-column differential for design point, point of 80% of design flow, zero flow rate and a maximum of five other pumping rates to be determined by the City.
 - xiii. Limits on operating conditions affecting the warranty.
 - xiv. Net weight of complete pumping unit.

12. **TS – 12 Well Test Pumping:** This item covers well test pumping utilizing Contractor furnished equipment. The Contractor shall furnish driver equipment of sufficient horsepower rating to pump at the

flow rate, TDH, and bowl setting determined by the City. The Contractor shall, as required, furnish acceptable flow measurement device, pump bowls, column, inner column, discharge head of sufficient size and capacity to perform the test, and discharge piping of size and length required. Contractor shall be responsible for operation of driver equipment, and shall take all field measurements. The City may take independent measurements.

- a. Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.
 - b. Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.
 - c. Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.
13. **TS – 13 Job Site Security:** Payment for job-site security personnel provided shall be per the TS-13 job-hour rate bid. Note that this is not a man-hour rate bid item. Security personnel may be required for protection of Contractor and City owned equipment. Conditions warranting job-site security may include lack of built in security fencing or fencing temporarily removed for Contractor access to work. Estimates submitted by the Contractor for jobs shall include the cost of job-site security. Time logs signed by security personnel must be attached to billing. The Contractor shall provide job-site security at night and on weekends when necessary and also when requested by the City.
14. **TS – 14 Rental Equipment:** This item covers the use of equipment rented by the Contractor. Estimates submitted by the Contractor for jobs requiring rental equipment shall include the estimated cost, and an itemized list, of the rental equipment to be applied to the job.
- a. Payment shall be as per Contractor's invoice cost plus the TS-14 percent over invoice bid. The Contractor shall submit supplier invoices for all rental equipment with billing.
 - b. Contractor shall provide the rental rate per day for a "Bobcat" skid steer and Auger attachment.
 - c. The City reserves the right to contact other local major vendors to determine that a rental cost incurred by the Contractor is reasonable. If the cost of equipment through other suppliers is 5% or more lower than the Contractors invoice cost, the City shall pay the lower cost, plus the bid percent over invoice.
15. **TS – 15 Subcontract Work:** This item covers the utilization of subcontractors. Subcontracted work may include the use of licensed electricians or plumbers, specialized consultants, vibration analysis and dynamic balancing, excavation, material testing, inspection and analysis, specialized laboratory testing, hauling, cleaning, and painting.
- a. Payment shall be Contractor's invoice cost plus percent over invoice bid. Estimates submitted by the Contractor for subcontracted work shall include the estimated cost and type of subcontracted work to include itemized estimates of material, equipment, and labor to be provided by the subcontractor.

- b. The City reserves the right to purchase materials, parts, and equipment to be installed by the subcontractor, under separate contracts. The City reserves the right to contact other major subcontractors, equipment suppliers, and vendors to determine that subcontract costs to be incurred by the Contractor are reasonable. Upon request from the City, the Contractor shall utilize alternative sources or accept the lower charges if found to be 5% or less than Contractor estimates.

16. TS – 16 On-Call Labor: This bid item is to provide workers as requested by the City for specified tasks with defined requirements. Hours listed on Exhibit I are only to select a winning bidder, not in any way a guarantee of any proposed level of work to be expected in any future year. Workers shall provide all normal tools required for each specified class of Laborer:

- a. Electrician
- b. Electrician Journeyman
- c. Field Laborer
- d. Field Laborer Supervisor
- e. Site Preparation
- f. Diver – Specifically to dive Storage Tanks for inspection or valve repair or to dive reservoirs for inspection and or minor repairs. Diver(s) shall be certified and provide all equipment.

17. TS – 17 Per Diem Payment: This bid item is to pay for workers required to work at the work site beyond his normal working hours created by the nature of the work. Only to be paid if agreed by City as necessary for the work. Payment may be sought as approved for the following bid items:

- a. Travel time cost.
- b. Daily Per Diem Cost (no overnight)
- c. Daily Per Diem Cost Overnight.

18. Sample Job Sites: Attached are listings of some of the wells and pump station job sites that exemplify the range of facility types that may be subject to maintenance under this Contract. These listings are for purposes of illustration only in order that prospective Contractors may familiarize themselves with typical facility equipment. These listings shall not be construed as a part of the Contract documents awarded pursuant to this RFB.



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

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

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

2 Name of Contractor Alpha Southwest

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$175,000.00

Termination Date: June 30, 2015

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: Emergency Repair and Ops

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Amend term and comp for. Last year of contract

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

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

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 175,000



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

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

RFP# 14/42/B Date: June 18, 2014

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 Funding Source: CIP Well 9 BU/Line Item: 52361.53012

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

9 Staff Contact who completed this form: maya martinez

Phone # _____ -4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments: