

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 04/29/15
ITEM FROM FINANCE COMMITTEE MEETING OF 04/13/15

ISSUE:

16. Request for Approval of Amendment No. 3 to Capital Improvement Program Agreement Between City and Contractor – Construction Services for FY 2013/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract; TLC Company, Inc. d/b/a TLC Plumbing and Utility. (Stan Holland)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 3 to capital improvement program agreement between City and contractor for construction services for FY 2013/14 wastewater division public owned treatment works, repair, replacement and extension contract with TLC Company, Inc. d/b/a TLC Plumbing and Utility in the amount of \$88,555. Inclusive of gross receipts tax.

FUNDING SOURCE: 52455.520150

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

4-13-15

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 4/1/15**

ISSUE NO. 15.

Request for approval of Amendment No. 3 to extend the existing agreement with TLC, Inc. for the FY 2012/3014 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP # 947 for the amount of \$88,555.00 exclusive of NMGRT. (Stan Holland/Jerry Tapia)

Public Utilities Committee – 4/1/15
Finance Committee – 4/13/15
City Council – 4/29/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 4/13/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: March 16, 2015

To: Public Utilities Committee/Finance Committee/City Council

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

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

From: Stan Holland, Engineer, Wastewater Management Division *SH*

Subject: Approval of Amendment No.3 to Extend the Existing Agreement with TLC, Inc. for the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947.

SUMMARY

The Wastewater Management Division has a contract in its second year with TLC Company, Inc, in the amount of \$88,555.00 for the FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947. This contract is set to terminate on July 1, 2015. The Contract is for on-call emergency and operational repair of the City's sanitary sewer treatment works and collection system. Under Article 5 of the Original Agreement, the term of this Agreement may be extended for up to an additional three (3) years. If this Amendment 3 is approved it will be the second time extension allowed under the Contract.

The Wastewater Division is requesting extension of the existing contract with TLC Company, Inc. for the upcoming fiscal 15/16 year in the amount of \$88, 555.00 under the terms of the original Agreement.

The funds for this project will be available as part of the 15/16 Budget under the Wastewater Division's Repair and Maintenance System Equipment, business unit/line item 52455.520150.

RECOMMENDATION

The Wastewater Management Division recommends:

1. Approval of Amendment No. 3 to the existing FY 13/14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and Extension Contract, CIP 947 with TLC, Inc. to extend the term of the current Agreement for an additional year in the amount of \$88,555.00 including NMGRT and allowances.

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

cc: File

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

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

RECITALS

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

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

1. COMPENSATION.

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

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

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

The Contract sum is determined as follows:

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

2. TERM AND EFFECTIVE DATE.

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

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

3. AGREEMENT IN FULL FORCE.

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

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

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

CITY OF SANTA FE:

CONTRACTOR:
TLC COMPANY

JAVIER M. GONZALES, MAYOR

NAME & TITLE

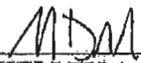
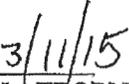
DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIQUEZ, FINANCIAL DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52455.520150



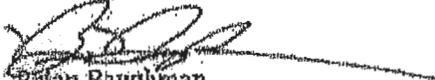
Lic# 51429

February 11, 2015

Stan Molland
City of Santa Fe
Wastewater Division
PO Box 909
Santa Fe, NM 87504

Re: FY13-14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement CIP 947
As this contract is allowed extensions TLC is willing to extend this contract for another year from
6-30-15 to 6-30-16 as requested at the current rates.

Sincerely,



Brian Baughman
On-call Department Manager

www.tlcplumbing.com

5000 Edith Blvd. NE • Albuquerque, NM 87110
Phone (505) 761-9695 • Fax (505) 761-9075

Client#: 813583

TLCPLUMB1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER HUB International Ins Svcs Inc 7770 Jefferson Street NE, 200 P.O. Box 90756 Albuquerque, NM 87199-0756	CONTACT NAME: Becky Moya PHONE (AC, No, Ext): 505-262-9405 FAX (AC, No): 866-487-3972 E-MAIL ADDRESS: becky.moya@hubInternational.com
INSURED TLC Company, Inc. dba-TLC Plumbing and Utility 5000 Edith Blvd NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PPD Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	1466277	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	1466277	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$10,000		1466277	07/01/2014	07/01/2015	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Install Floater Builders Risk		1466277	07/01/2014	07/01/2015	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension Includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.
 Re: Project 13/29/B, FY 13-14 Wastewater Division Publicly Owned Treatment Works Repair, Replacement and (See Attached Descriptions)

CERTIFICATE HOLDER City of Santa Fe Wastewater Div PO Box 909 Santa Fe, NM 87504-0909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert A. Marchese</i>
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**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor TLC, Inc. d/b/a TLC Plumbing and Utility

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$55,102.06

Termination Date: June 30, 2014

Approved by Council Date: June 26, 2013

or by City Manager Date: _____

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

Amendment # 3 to the Original Contract# 13-0512

Increase/(Decrease) Amount \$ 88,555.00

Extend Termination Date to: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

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

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

Inclusive of GRT

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

Reason: Active Contract

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

Reason: No Termination-Funding Increased

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

Reason: No Termination-Term Extended-Active Contract

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 177,110.00



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

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

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

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

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

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

(Memo may be attached to explain detail.)

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

Phone # 955-4637

10 **Certificate of Insurance attached, (if original Contract)**

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

EXHIBIT I
UNIT ITEM BID SHEET
CITY WIDE SEWER LINE SPOT REPAIR CONTRACT
BID '13/29/B
CIP #947
(TO BE FILLED OUT BY THE CONTRACTOR)

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
10.	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth (City supplied pipe and couplings)	Each	1	1800 ⁰⁰
11.	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth (City supplied pipe and couplings)	Each	1	2500 ⁰⁰
12.	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe	Per Vert. Foot	1	250 ⁰⁰
13.	8" diameter SDR 35 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	18 ⁰⁰
14.	10" diameter SDR 35 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	20 ⁰⁰
15.	12" diameter SDR 35 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	24 ⁰⁰
16.	15" diameter SDR 35 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	35 ⁰⁰
17.	18" diameter SDR 35 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	55 ⁰⁰
18.	24" diameter SDR 35 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	80 ⁰⁰
19.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	18 ⁰⁰

EXHIBIT I
UNIT ITEM BID SHEET
CITY WIDE SEWER LINE SPOT REPAIR CONTRACT
BID '13/29/B
CIP #947
(TO BE FILLED OUT BY THE CONTRACTOR)

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
20.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	21 ⁰⁰
21.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	30 ⁰⁰
22.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	Per Vert. Foot	1	10 ⁰⁰
23.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	19 ⁰⁰
24.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	22 ⁰⁰
25.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	32 ⁰⁰
26.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	Per Vert. Foot	1	10 ⁰⁰
27.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	19 ⁰⁰

EXHIBIT I
UNIT ITEM BID SHEET
CITY WIDE SEWER LINE SPOT REPAIR CONTRACT
BID '13/29/B
CIP #947
(TO BE FILLED OUT BY THE CONTRACTOR)

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
28.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	23 ⁰⁰
29.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	33 ⁰⁰
30.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	Per Vert. Foot	1	10 ⁰⁰
31.	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	Linear ft.	1	70 ⁰⁰
32.	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	Linear ft.	1	70 ⁰⁰
33.	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	Linear ft.	1	80 ⁰⁰
34.	Traffic Control Residential -per Street -per Day	Per Street Per Day	1	500 ⁰⁰
35.	Traffic Control Non-Residential Major Collectors and Arterials -- per Street -- per Day	Per Street Per Day	1	1000 ⁰⁰
36.	Asphalt Removal, Disposal & Replacement including 6" Base Course and 4" Asphalt	Square Yard	50	130 ⁰⁰ x 50 = \$6500 ⁰⁰

EXHIBIT I
UNIT ITEM BID SHEET
CITY WIDE SEWER LINE SPOT REPAIR CONTRACT
BID '13/29/B
CIP #947
(TO BE FILLED OUT BY THE CONTRACTOR)

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
37.	Curb/Gutter Removal, Disposal and Replacement	Linear Foot	1	55 ⁰⁰
38.	Sidewalk Removal, Disposal and Replacement	Square Yard	1	50 ⁰⁰
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	EA.	1	2500 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	EA.	1	3000 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	EA.	1	3500 ⁰⁰
42.	Additional Cost for depth greater than 16' depth for 4' Diameter Manhole	Per Vert. Foot	1	150 ⁰⁰
43.	Concrete Manhole Collar where none exists in Dirt Road or Easement area	Each	1	650 ⁰⁰
44.	MH Wall Rehabilitation	Per Vert. Foot	1	350 ⁰⁰
45.	MH Inverts & Shelf Rehabilitation	Each	1	600 ⁰⁰

EXHIBIT I
UNIT ITEM BID SHEET
CITY WIDE SEWER LINE SPOT REPAIR CONTRACT
BID '13/29/B
CIP #947
(TO BE FILLED OUT BY THE CONTRACTOR)

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
46.	MH Inverts & Base Replacement	Each	1	800 ⁰⁰
47.	Sewer Service Connection as part of a Point Repair/Open Trench	Each	1	250 ⁰⁰
48.	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	Each	1	650 ⁰⁰
49.	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement.	Each	1	1000 ⁰⁰
50.	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth including Asphalt Replacement.	Per Vert. Foot	1	100 ⁰⁰
51.	MH Cleaning (i.e. debris, roots, etc.)	Each	1	600 ⁰⁰
52.	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	Each	1	800 ⁰⁰
53.	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar(City Furnished F&C & Barrels)	Each	1	1000 ⁰⁰
54.	Easement Clearance and Grading for Access & Repair Work.	Square Yard	1	8 ⁰⁰
55.	Rip Rap & Wire Mattress --New Installation	Cubic yard	1	300 ⁰⁰

EXHIBIT I
UNIT ITEM BID SHEET
CITY WIDE SEWER LINE SPOT REPAIR CONTRACT
BID '13/29/B
CIP #947
(TO BE FILLED OUT BY THE CONTRACTOR)

ITEM	DESCRIPTION	UNIT	QTY	AMOUNT
56.	Gabion Basket -New Installation	Cubic yard	1	300 ⁰⁰
57.	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep -Core Drill	Each	1	1200 ⁰⁰
58.	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep -Core Drill	Per Vert. Foot	1	120 ⁰⁰
59.	Manhole Inside Drop Bowl Installation, 0 to 8 feet Deep (Owner Supplied Bowl and Brackets)	Each	1	1500 ⁰⁰
60.	Manhole Inside Drop Bowl Installation, 8 feet and Greater in Depth in 4 foot intervals (Owner Supplied Bowl and Brackets)	Per Four Foot Vert. Interval	1	100 ⁰⁰
61.	Materials Testing - Allowance	Lump Sum	1	\$1,000
62.	Permits - Allowance	Lump Sum	1	\$5,000

All prices listed below are for a complete project and include all mobilization, demobilization, labor, materials, equipment, bonding, insurance, etc.

Base Unit Item Bid Exhibit I (Items 1 thru 62)

FIFTY THOUSAND NINE HUNDRED
THIRTY TWO DOLLARS AND NO CENTS (\$ 50,932⁰⁰)
(use words)

Gross Receipts Tax FOUR THOUSAND ONE
(8.1875%) ~~HUNDRED SEVENTY DOLLARS~~ (\$ 4170⁰⁰)
SIX CENTS (use words)

TOTAL BASE UNIT ITEM BID EXHIBIT I PLUS TAX AND ALLOWANCES

FIFTY FIVE THOUSAND ONE HUNDRED
TWO DOLLARS SIX CENTS (\$ 55,102⁰⁶)
(use words)

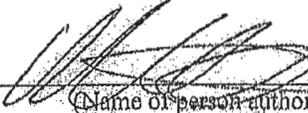
N.M. RESIDENT PREFERENCE NUMBER (if applicable): L1214291520

NOTE: BID COMPARISONS WILL BE
BASED UPON THE BASE UNIT ITEM BID
EXHIBIT I AMOUNT

C. A CORPORATION

By: TLC, INC. aka TLC PUMPING & UTILITY
(Corporation Name)

NEW MEXICO
(State of Incorporation)

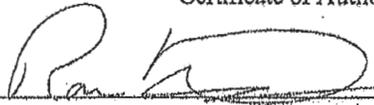
By: 
(Name of person authorized to sign)
DALE DEM STRONG
PRESIDENT
(Title)

If a New Mexico Corporation:

1604974
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest: 
(Secretary)
RON EVERETT

Business address: 5000 EDITH BLVD NE ALBUQ, NM 87107

(SEAL)

Telephone: (505) 761-9696

D. A JOINT VENTURE

By:

(Name)

Address:

By:

(Name)

(SEAL)

Address:

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (if none, write none)

NM License No.: 51429 Classification: A-98, B-98, C-98, E-98, NM-

NM Taxation and Revenue CRS No.: 02-226090-000

City of Santa Fe Business Registration No.: 37270

NM Resident Preference Number (if applicable): U214291520

Labor and Industrial Division Enforcement Fund Contractor Registration Number:

0191742011629

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$60,000, must be listed on Subcontractor Listing.]

**TWO COMPLETE COPIES OF THE BID
SUBMITTAL ARE REQUIRED**

EXHIBIT II

CITY OF SANTA FE WORK DESCRIPTION WITH MEASUREMENT AND PAYMENT FOR THE WASTEWATER DIVISION PUBLICLY OWNED TREATMENTS WORKS REPAIR, REPLACEMENT AND EXTENSION CONTRACT CIP # 947 BID# '13/29/B

1. DESCRIPTION

- 1.1 This work shall consist of furnishing all mobilization, demobilization, labor, material, equipment and services, unless otherwise specified, necessary for the repair, replacement, operation or extension of the sanitary sewer treatment plant and collection system and appurtenances. Work will include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to include such items as pavement removal and replacement, traffic control, etc. all as required to extend, replace, repair or operate the Wastewater sanitary sewer collection and treatment system and appurtenances and to complete the Work authorized under an Individual Job Authorization (IJA). Any pipe damaged by contractor shall be replaced with new pipe at Contractor's expense.
- 1.2 Work will take place on city streets and sewer easements in various locations throughout the City. Majority of streets are local or residential. 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, Wastewater Division Project Engineer or Wastewater Division Director based on the bid prices submitted on the Bid Sheet 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 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 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 I.J.A., 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--INDIVIDUAL JOB AUTHORIZATION (I.J.A.)

- 4.1 The City of Santa Fe may at any time, by a written order, and without notice to sureties, if any, make changes in an I.J.A. 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 items not specifically covered in the bid items or as a bid item that are necessary and within the scope 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 I.J.A., whether changed or not changed by any such order, or otherwise affects any other provision of an I.J.A. 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 I.J.A. as may be so affected, and the I.J.A. 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 I.J.A.

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' 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 I.J.A.'s from the City authorizing the Contractor to commence construction on the project and to diligently carry each and every I.J.A. assignment through to satisfactory completion in strict accordance with these specifications. Each I.J.A 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 I.J.A.'s Contractor's report shall include the following items:

1. Contract Number or Name, I.J.A. Number and I.J.A. Name (if applicable)
2. Short title.
3. Date I.J.A. 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 I.J.A. Construction of these lines shall start within seven (7) days of the receipt of the material.

6.2 The CIP No. 947 Project consists of the summation of all of the I.J.A.s 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 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 (Exhibit I) shall apply to the work for this project CIP No. 947 as set forth in the bid sheet, the construction drawings and the I.J.A.s 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. I.J.A.s 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 I.J.A.s, 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).
- 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 have 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 discontinued 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 placed 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 drinking and 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 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 street 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.**

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 410 South Guadalupe Street, Santa Fe, N.M.

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

- 21.1 Payment will be rendered based on the fixed unit price for each item as set forth in the Exhibit I 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 4000 psi design mix.

POINT REPAIR - SEWER MAIN:

Point repairs are utilized to replace a section of sewer pipe, usually between five (5) feet in length and 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 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 (City supplied pipe and couplings) 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, removal, disposal and replacement of the existing pavement with six (6) inches of base course and four (4) inches of Type B or C asphalt. If the point repair is not within a paved area, the unit bid price for asphalt removal and replacement will be deducted based upon an agreed area excavated reduction. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vacators, 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 and sewer services Not Included)

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 50 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 I.J.A. 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).

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 greater than 100 feet. 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:

Depth of Cover (Feet) Minimum SDR of Pipe

0 - 16.0

17

>16.1

TO BE DETERMINED

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 ultraviolet 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.

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.

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. Vacators, 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.

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.

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 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 INTERIOR DROP BOWL: Payment for the installation of the new type A or B inside drop bowl, pipe, fittings and brackets to a manhole shall be made at the

fixed unit price per each. Contractor will be provided with City furnished bowls and stainless steel brackets, screws, washers and anchors. The Contractor shall supply all Sch. 35 PVC pipe and elbows and bowl/wall interface sealant. The inside drop bowls are manufactured by RELINER/Duran Inc. Inside drop bowls shall be installed per manufacturer's instructions. Wall pipe mounting brackets are required every 4 foot interval minimum with a bracket required at the top and bottom of each wall pipe. Payment will be made at the unit price for the installation of the interior drop bowl, wall mount pipe and brackets and fittings for manholes 0 to 8 feet deep and per each four (4) vertical increment, i.e. 8 to 12 feet, 12 to 16 feet. The four (4) foot vertical increment unit bid will be paid in addition to the 8 foot unit bid price.

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 bid 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 I.J.A. except in an emergency. The Contractor shall coordinate final grade adjustment of manhole(s) with the City and the paving contractor prior to the I.J.A. final inspection. The Contractor shall complete adjustment of manhole to final grade no later than thirty (30) days after the I.J.A. 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 Manger 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
.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. 1800-2400 psi, 24 hrs.
B.	Bond (ASTM C-321)	30 psi, 1hr. 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.

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.

- 21.2 Payment for I.J.A.'s shall normally be made within three weeks of receipt of the invoice. To expedite payment the approved invoice should be mailed to:

Wastewater Management Division
Administrative Services Section
73 Paseo Real
Santa Fe, NM 87505

The Division should also be contacted regarding any questions concerning payment.

22. BUDGET AMOUNT

\$105,000.00 (One Hundred Five Thousand Dollars) has been budgeted to accomplish the work assigned. The amount of work actually performed may be substantially less than \$105,000.00. The city does not guarantee expenditure of any portion of the budgeted amount.

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, 2013. 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 (Dave Pike 955-2134) 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

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

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

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

The City and the Contractor agree as follows:

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

The Contract sum is determined as follows:

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

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

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

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

6. **TERMINATION:**

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

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

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

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

7. **PAYMENT & PROGRESS PAYMENTS:** Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

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

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

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

City does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

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

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

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

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

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

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

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

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

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

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

18. **RECORDS AND AUDIT:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance

and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

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

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

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

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

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

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

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

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

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

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

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

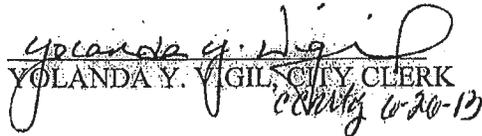
CITY OF SANTA FE:



DAVID COSS, MAYOR

DATE: 7/2/13

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
0-20-13

CONTRACTOR:
TLC Co. Inc.

By: 

(Name & Title)

DATE: 7/2/13

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY 5/16/13

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

APPROVED AS TO FORM:



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

BUSINESS UNIT/LINE ITEM 52455.510300

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

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

RECITALS

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

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

1. COMPENSATION.

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

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

The Contract sum is determined as follows:

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

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
TLC Company, Inc.



DAVID COSS, MAYOR

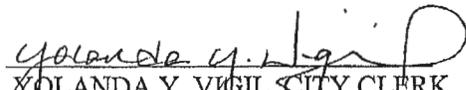


NAME & TITLE

Date: 1-14-14

Date: 1-16-14

ATTEST:



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

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY
10/30/13

APPROVED:



MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52455.510300

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

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

RECITALS

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

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

1. COMPENSATION.

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

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

The Contract sum is determined as follows:

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

2. TERM AND EFFECTIVE DATE.

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

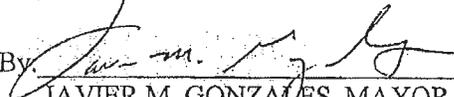
A. This Agreement shall be effective starting July 1, 2014 and terminate June 30, 2015 unless sooner pursuant to Article 6, Termination. The term of this Agreement may be extended for an additional period of two years by a written amendment(s) in accordance with the terms of this Agreement.

3. AGREEMENT IN FULL FORCE.

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

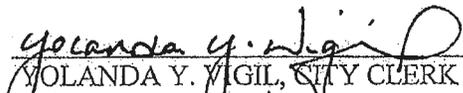
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Capital Improvement Program Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: 
JAVIER M. GONZALES, MAYOR

Date: 10/6/14

ATTEST:


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

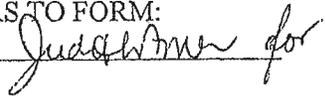
CONTRACTOR:
TLC Company, Inc.

By: 
(Name and title of signer)

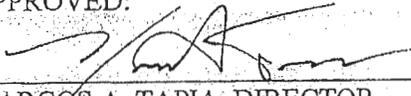
Signature: Burr Dickinson

Date: 6/12/14

APPROVED AS TO FORM:


KELLEY BRENNAN, INTERIM CITY ATTORNEY 4/3/14

APPROVED:

 6/2/14

MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52455.520150