



Date: December 18, 2024

To: Governing Body

From: Zoë Isaacson, River and Watershed Manager 

Via: Regina Wheeler, Public Works Department Director 
Melissa McDonald, Parks and Open Space Division Director 

Subject: Contract No.3203880 Amendment #1 (Arroyo de los Chamisos North Fork Sites 1 & 2)

Vendor Name: EMCO of Santa Fe, LLC

Munis Vendor Number 1361

ACTION:

Request for Approval of Amendment No.1 to Contract No. 3203880, Construction Contract, With EMCO of Santa Fe, LLC, for Construction Services Increasing the Compensation by \$23,460 For a New Total Compensation of \$421,362.50 Excluding Gross Receipts Tax.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203880.

BACKGROUND AND SUMMARY:

This Amendment adds scope and cost to the construction contract for changes in field conditions that arose between final design and the beginning of construction. The dynamic nature of arroyos can significantly alter conditions alter storm events. In this instance, infrastructure essential to the design, was washed out and required repair before completing the erosion control and bank repair project.


This project was initially identified as a priority after damages from the historic 2018 flood were document. As a result, this project was later listed as a priority in the Stormwater Management Strategic Plan, approved by the Governing Body in 2019. The project is currently 50% completed and is expected to be fully constructed by April of 2025.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB no 23/19/B was advertised on December 19th, 2022. The Bid Opening occurred on January 17th with two successful bidders; EMCO of Santa Fe, LLC was ultimately awarded the contract. Munis contract n. 3203880 was approved by the Governing Body and signed by the City Clerk on April 12th, 2023.

Chief Procurement Officer (CPO) / Designee:  _____ Date: Jan 6, 2025
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: CIP NM Environment Dept./RLF
Munis Org Name/Number: Stormwater/2310411
Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins Date: Jan 6, 2025

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes No

Approval _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes No

Approval _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction, Facilities, Furniture, Equipment included? Yes No

Approval _____ Title: _____ Date: _____

Comment/Exceptions: _____

Capital Asset * or Project**? Yes No

Project Ledger: EPM2323102

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval Jessie Bolden Title: Controller Date: Jan 8, 2025

Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes No

Approval _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document:

ITB

Vendor's Bid

Construction Contract

Amendment No. 1

Certification of Liability Insurance (COI) Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
CONSTRUCTION CONTRACT
ITEM# 23-0164**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated April 12, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Espanola Mercantile Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the construction services for the 600C (CWSRF-088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos project:

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$23,460.00 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed four hundred twenty-one thousand three hundred and sixty-two dollars and fifty cents. \$421,362.50 excluding gross receipts tax. The New Mexico gross receipts tax levied on amounts payment under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid:	\$397,902.50
Amendment 1:	\$23,460.00
Gross Receipts Tax (8.1875%):	\$34,499.05
Construction total plus NMGR:	\$455,861.55

The total amount payable to the Contractor under this agreement, including gross receipts tax and expenses, shall not exceed (\$455,861.55). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide services without compensation when the total compensation is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates

set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Dec 17, 2024 17:32 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CONTRACTOR:

Espanola Mercantile Company

Kevin L Harrison
Kevin L Harrison (Dec 17, 2024 16:19 MST)

Kevin Harrison, Project Manager

DATE: Dec 17, 2024

Registration # _____

Santa Fe Engineering Consultants, LLC



Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

October 25, 2024

Zoë Isaacson
River and Watershed Manager
1142 Siler Road, Building C.
Santa Fe, NM 87504

Arroyo De Los Chamisos North Fork Sites 1 and 2 (Arroyo De Los Pinos)

RE: EMCO Change Order #1 – Additional Gabion Baskets

Dear, Zoë.

Santa Fe Engineering Consultants, LLC. has reviewed the attached Change Order #1 request from EMCO, and hereby approves of the costs for additional gabions.

This request for a change is due to existing gabion tie-in points called out in the plans were destroyed and no longer in place in the time since the design survey was performed in April 2020 and the start of construction in 2024.

Sheet 5-1 from the Construction Documents show three “tie to existing gabion” calls and are included herein for clarity as Exhibit 3.

The cost of the work includes all parts, labor, insurance, overhead and profit for the Contractor and their Sub to complete the work.

Please let us know if there are any questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Richard Silva', with a stylized flourish at the end.

Richard Silva
Construction Manager
Santa Fe Engineering Consultants, LLC.

CHANGE ORDER NO.: 1

Owner:	City of Santa Fe	Owner's Project No.:	600C(CWSRF 008)
Engineer:	Eric Cornelius	Engineer's Project No.:	600C(CWSRF 008)
Contractor:	EMCO	Contractor's Project No.:	6661
Project:	Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork -Site 1 & 2		
Contract Name:	600C (CWSRF 008)		
Date Issued:	October 11, 2024	Effective Date of Change Order:	October 11, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

At Site 1, additional gabion baskets were installed on both the east and west sides of the arroyo. On the east side, 42 feet of 9-foot-tall gabion baskets are needed, while the west side needs 10 feet of 9-foot-tall gabion basket. Additionally, 17 feet of fill material will be placed between the east and west gabion structures.

Attachments:

- Exhibit No. 1 Sign Contract
- Exhibit No. 2 Change Order Recommendation/Description/Backup
- Exhibit No. 3 Sheet 5-1 from the Construction Documents.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>430,978.15</u>	Original Contract Times: Substantial Completion: <u>7/22/2024</u> Ready for final payment: <u>1/22/2025</u>
Increase from previously approved Change Orders No. 0 to No.1: \$ <u>25,380.79</u>	Increase from previously approved Change Orders No.0 to No. 1: Substantial Completion: <u>7/22/2024</u> Ready for final payment: <u>1/22/2025</u>
Contract Price prior to this Change Order: \$ <u>430,978.15</u>	Contract Times prior to this Change Order: Substantial Completion: <u>7/22/2024</u> Ready for final payment: <u>1/22/2025</u>
Increase this Change Order: \$ <u>25,380.79</u>	Increase this Change Order: Substantial Completion: <u>7/22/2024</u> Ready for final payment: <u>1/22/2025</u>
Contract Price incorporating this Change Order: \$ <u>456,358.94</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>7/22/2024</u> Ready for final payment: <u>1/22/2025</u>

Recommended by Engineer (if required)

By: Eric Cornelius P.E., C.F.M.

Title: Engineer

Date: 10/9/2024

Authorized by Owner

Zoe Isaacson

River and Watershed Manager City of Santa Fe

10/17/2024

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

Stephanie DuBois

Project Manager

Oct 28, 2024

Stephanie DuBois
Stephanie DuBois (Oct 28, 2024 10:31 MDT)

An Espanola Mercantile Company established 1905



3810 Oliver Road, Santa Fe, NM 87507
Phone: 505 474 3434

NM Lic. # 374873 GA-98, GB-98, GF-98
NM Dol. # 002198720110315

CHANGE REQUEST NO. 1

Date: 10-08-24

To: City of Santa Fe River and Watershed Division From: EMCO of Santa Fe, LLC

1142 Siler Road Building C

3810 Oliver Road

Santa Fe, NM 87507

Santa Fe, NM 87507

Job Name: Arroyo De Los Chamisos North Fork Sites 1&2 Job No. 6661

Site 1 Changes To Be Made: Adding 42ft. of 9ft. tall gabion baskets on the eastern side of the arroyo, 10ft of 9ft tall gabion baskets on the west side of the arroyo and fill in the 17ft. gap between the east and west gabions structure

- 69 C.Y. of Additional Gabion Baskets @ \$340 C.Y.= \$23,460.00
- New Mexico Gross Receipt Tax @ 8.1875%= \$1,920.79

TOTAL= \$25,380.79

Justification: In the time since the original topographic survey was performed for the design of this project in April 2020, the callouts on Sheet 5-1 "tie to existing gabion" are no longer valid as those existing segments were no longer in place at the time of construction.

Reason Change Request: As requested by the owner.

APPROVED BY:

Zoe Isaacson

City of Santa Fe

APPROVED BY:

[Signature]

Santa Fe Engineering

APPROVED BY:

[Signature]

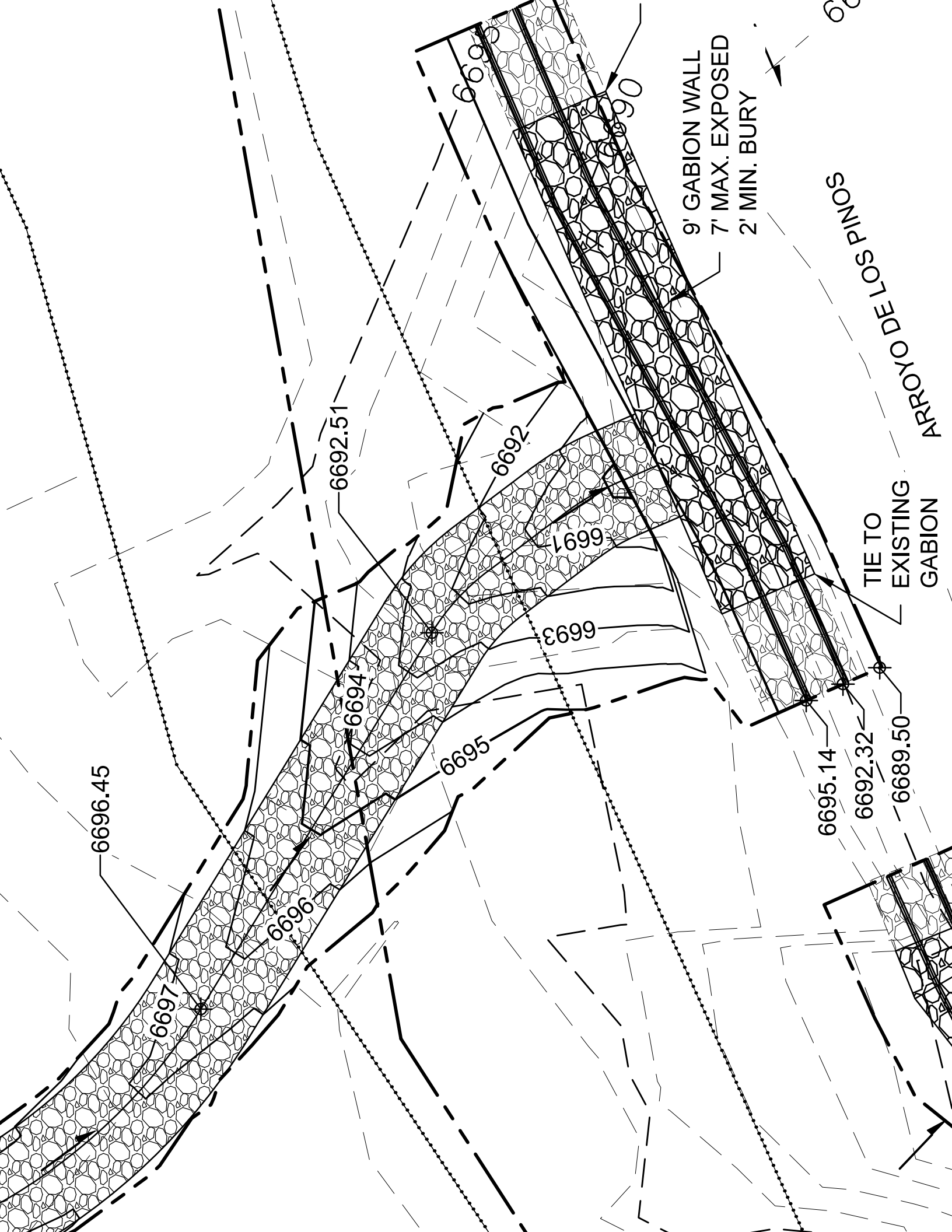
EMCO of Santa Fe, LLC

Date: 10/25/2024

Date: 10/9/24

Date: 10/08/2024

We propose hereby to furnish material and labor complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.



Item# 23-0164

Munis Contract# 3203880

CITY OF SANTA FE
CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and EMCO of Santa Fe, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2022.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number '23/19/B). The work designated 600C (CWSRF 088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

- B. Project: 600C (CWSRF 088)-Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork Sites 1 & 2
- C. City Department: Public Works
- D. Distribution:
 - City
 - Contractor
 - Engineer
 - Architect

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed three hundred ninety-seven thousand nine hundred and two dollars and fifty cents (\$397,902.50) excluding gross receipts tax. The New Mexico gross receipts tax levied on amounts payment under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows: Base Bid	\$ 397,902.50
Gross Receipts Tax (8.3125%)	\$ 33,075.65
<i>Base Bid plus NMGRT</i>	\$ 430,978.15

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$430,978.15). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

4. Termination.

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

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

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

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and

(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

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

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

22. **Other Insurance**

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. **Records and Financial Audit.**

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

24. Indemnification.

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

25. 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.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

To the City: Zoe Isaacson
1142 Siler Rd Bldg. C
Santa Fe, NM 87505
zrisaacson@santafenm.gov

To the Contractor: EMCO of Santa Fe, LLC
3810 Oliver Rd
Santa Fe, NM 87505
gsmith@espmerc.com

29. Authority.

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

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor 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 the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

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

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

CONTRACTOR: EMCO of Santa Fe, LLC

AW

ALAN WEBBER, MAYOR

DATE: May 2, 2023

Katharine C. Fishman

NAME Katharine C. Fishman

Manager
TITLE

DATE: 2/8/2023

CRS# 03245374004

Registration # 225893

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 6, 2023 08:11 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (May 1, 2023 17:44 MDT)

EMILY OSTER, FINANCE DIRECTOR

2310411/572970 AH

Org. Name/Org# ^{AH}

Item# 23-0164

Munis Contract# 3203880

CITY OF SANTA FE
CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and EMCO of Santa Fe, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2022.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number '23/19/B). The work designated 600C (CWSRF 088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

- B. Project: 600C (CWSRF 088)-Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork Sites 1 & 2
- C. City Department: Public Works
- D. Distribution:

City	___X_
Contractor	___X_
Engineer	_____
Architect	_____

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed three hundred ninety-seven thousand nine hundred and two dollars and fifty cents (\$397,902.50) excluding gross receipts tax. The New Mexico gross receipts tax levied on amounts payment under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows: Base Bid	\$ 397,902.50
Gross Receipts Tax (8.3125%)	\$ 33,075.65
<i>Base Bid plus NMGRT</i>	\$ 430,978.15

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$430,978.15). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

4. Termination.

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

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

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

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and

(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

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

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

22. **Other Insurance**

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. **Records and Financial Audit.**

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

24. Indemnification.

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

25. 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, ct. scq. 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.

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

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

28. Notices.

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

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1142 Siler Rd Bldg. C
Santa Fe, NM 87505
zrisaacson@santafenm.gov

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3810 Oliver Rd
Santa Fe, NM 87505
gsmith@espmerc.com

29. Authority.

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

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor 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 the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

CONTRACTOR: EMCO of Santa Fe, LLC

AW

ALAN WEBBER, MAYOR

DATE: May 2, 2023

[Signature]

NAME Katharine C. Fishman

Manager
TITLE

DATE: 2/8/2023

CRS# 03245374004

Registration # 225893

ATTEST:

[Signature]

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

[Signature]

Marcos Martinez (Feb 6, 2023 08:11 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

[Signature]

Emily K. Oster (May 1, 2023 17:44 MDT)

EMILY OSTER, FINANCE DIRECTOR

2310411/572970 AH

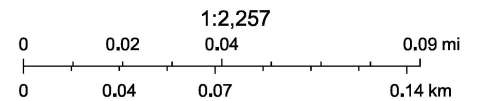
Org. Name/Org# ^{AH}

Erosion Control and Bank Repair Arroyo de Los Chamisos North Fork Sites 1 & 2



1/27/2023, 3:24:47 PM

- Santa Fe County Parcels
- Arroyos
- Major Roads
- Roads
- Address Points





City of Santa Fe, New Mexico

Memorandum



DATE: February 22, 2023

TO: Public Works and Utilities Committee, Finance Committee, Governing Body

VIA: Regina Wheeler, Public Works Director *AW*
 Melissa McDonald, Parks and Open Space Division Director *MLM*

FROM: Zoe Isaacson, River and Watershed Manager *ZRI*

ACTION:

Request Approval of Munis Contract # 3203880 with EMCO of Santa Fe, LLC for Hazard Mitigation Along the Arroyo De Los Chamisos in the Amount of \$430,978.15 Including NMGRT.

Request Approval of a BAR to place funding in the amount of \$430,979 from the Stormwater Clean Water State Revolving Fund Loan in ORG 2130411 Stormwater OBJ 572970 WIP Construction.

BACKGROUND AND SUMMARY:

On September 8th, 2021, the Governing Body approved Ordinance No. 2021-17, authorizing a \$4,000,000 Clean Water State Revolving Fund for use on city stormwater infrastructure projects. Specifically, this 1% interest CWSRF loan, disbursed on a project-by-project basis, funds projects that address outstanding needs highlighted in the Stormwater Management Strategic Plan (2019) - an adopted policy to guide stormwater program development and watershed drainage planning for the City of Santa Fe.

The 600C (CWSRF 088)- Erosion Control and Bank Repair at the Arroyo de Los Chamisos North Fork Sites 1 & 2 is the second project to use this loan. The intent of the project is to mitigate damages to the arroyo and stormwater conveyances caused by severe flooding in 2018.

Site 1 consists of erosion control and bank repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm. Site 2 includes repair or replacement of gabion walls, concrete wing walls, and improvements to the existing plunge basin /energy dissipator. Site 2 is located at the crossing of Arroyo de Los Chamisos at Avenida de las Campanas.

The bid opening took place on January 17th with two successful bidders; EMCO of Santa Fe, LLC was the apparent low bidder and after an extensive review of the bid, the Public Works Department concurs with the recommendation of award.

As the Arroyo de Los Chamisos is an ephemeral channel, work within the waterway is constrained by native flows and localized storm events; therefore, the target date for completion of this work is prior to the 2023 monsoon season.

- Tentative start date: 3/27/2023
- Substantial completion: 6/02/2023
- Final walk-through: 6/26/2023

PROCUREMENT METHOD:

ITB # '23/19/B advertised December 19, 2022.

FUNDING SOURCE:

This project will be funded through an NMED Clean Water State Revolving Fund loan with a 30-year, 1% fixed interest rate.

PROJECT LEDGER ID:

Project: CLEANH20

Fund Name/Number: CIP: NM Environment Dept. Dept/RLF

Munis Organization Name/ Number: Stormwater/2310411

Munis Object Name/Number: WIP Construction/572970

Munis Contract Number: 3203880

ATTACHMENTS:

- Location Map
- Contract No. 320880
- BAR
- ITB '23/19/B
- Bid Tabulation
- EMCO- Certificate of Insurance
- EMCO- Business License
- Summary of Contract
- Procurement Checklist

Reviewed By:

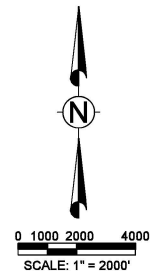
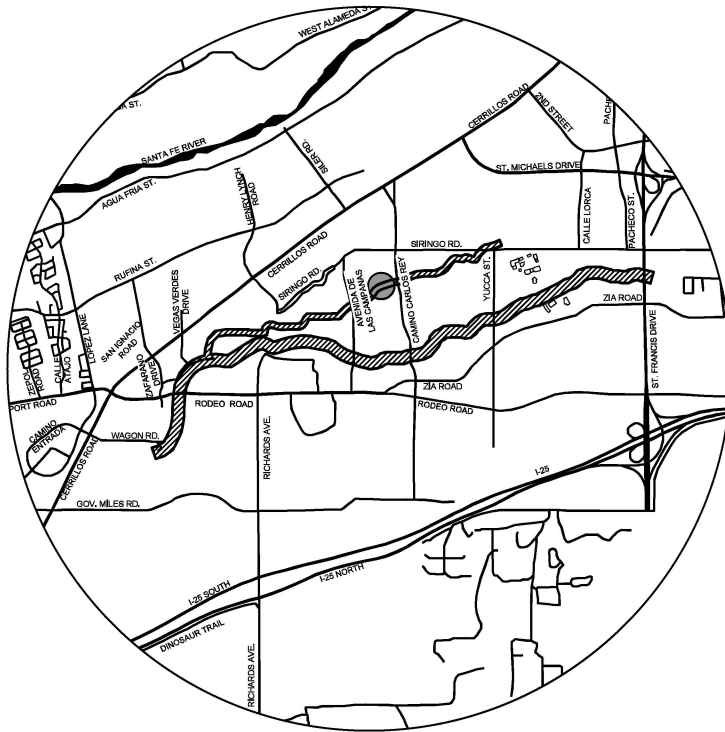
Halona Crowe

Halona Crowe (Feb 27, 2023 13:53 MST)

Halona Crowe

Business Operations Manager

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1



PREPARED FOR:
CITY OF SANTA FE
PUBLIC WORKS DEPT.
500 Market Station, Suite 200
Santa Fe, NM 87501

SANTA FE, NEW MEXICO
LYING WITHIN SECTION 4
T16N, R09E NMPM

**JUNE
2022**

APPROVED BY CITY OF SANTA FE

CITY PUBLIC WORKS DIRECTOR DATE

REVIEWED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION

HISTORIC PRESERVATION DIVISION DATE

APPROVED BY CITY OF SANTA FE

CITY ROADWAY AND TRAILS DIVISION DIRECTOR DATE

APPROVED BY CITY OF SANTA FE MAYORS'S COMMITTEE ON DISABILITY

CITY ADA COORDINATOR DATE



SFE C Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, NM 87505
(505) 982-2845 - Phone
(505) 982-2641 - Fax
<http://www.SFENGR.com>

REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE
APPROVAL OF REVISIONS							
		CITY OF SANTA FE		APPROVED FOR CONSTRUCTION			
				CITY ENGINEER		DATE	
COVER				SHEET 1-1			

CITY OF SANTA FE PROJECT#	SHEET NO.
	1-2

INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
1-1	COVER SHEET
1-2	INDEX OF SHEETS
2-1	SITE PLAN
2-2	GEOMETRICS PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
4-1 TO 4-3	GENERAL NOTES
5-1	GRADING AND DRAINAGE PLAN
5-2	POND SECTIONS
5-3	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN

INDEX OF STANDARD DRAWINGS			
SHEET NUMBER	DESCRIPTION	REVISION DATE	SERIAL
6-1	WIRE ENCLOSED RIPRAP CLASS "A"	11/16/2009	602-01-1/1
6-1	GABION BASKET DETAILS	1/9/2013	602-05-1/2
6-1	GABION RETAINING WALL DETAILS	1/9/2013	602-05-2/2
6-2	TESCM DETAILS	11/29/2004	603-01-1/7 TO 603-01-4/7
6-3	TESCM DETAILS	11/29/2004	603-01-5/7 TO 603-01-7/7

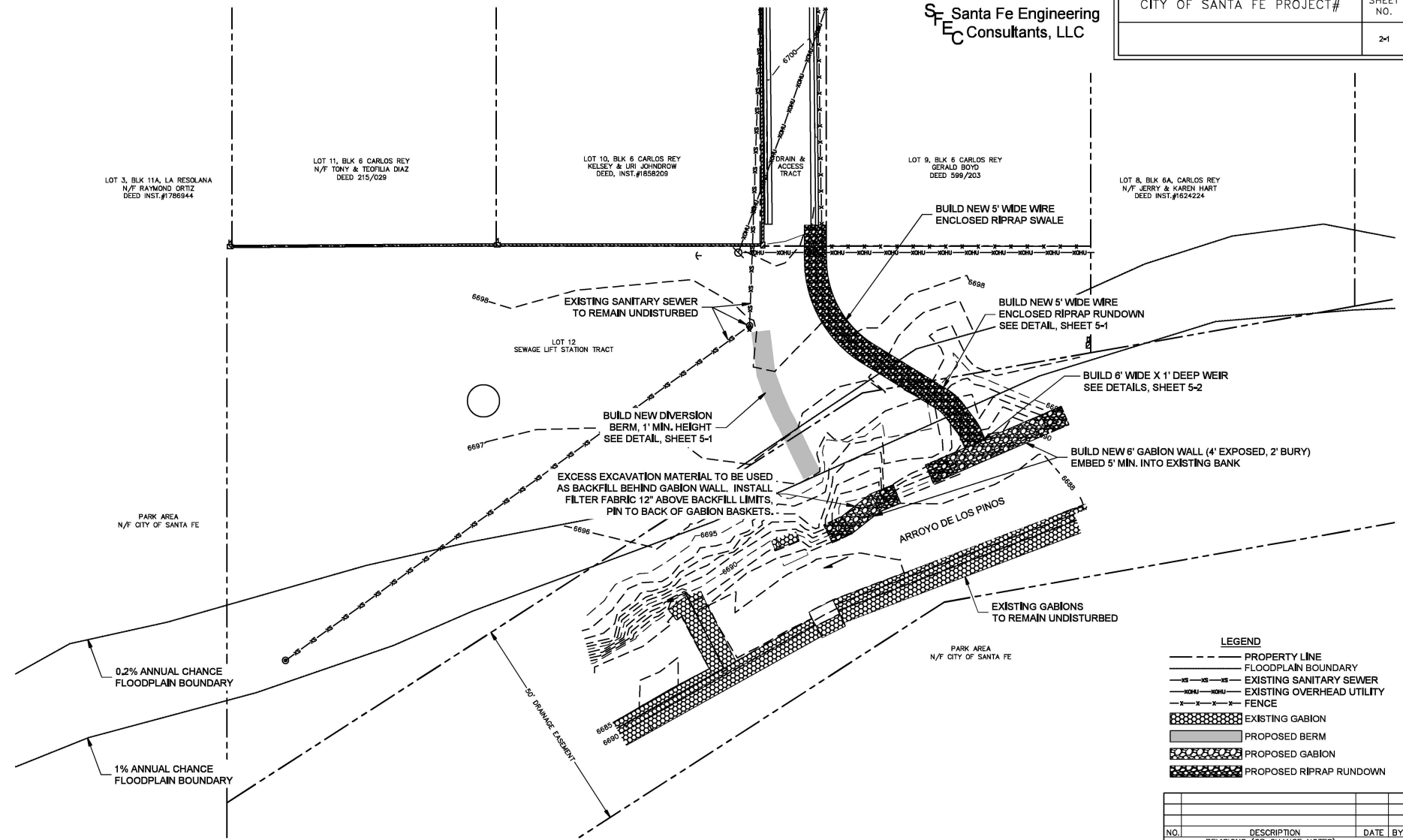


NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 1

INDEX OF SHEETS

DATE: JUNE 2022 SCALE: NOT TO SCALE SHEET: 1-2



LEGEND

---	PROPERTY LINE
---	FLOODPLAIN BOUNDARY
---X---X---	EXISTING SANITARY SEWER
---X---X---	EXISTING OVERHEAD UTILITY
---X---X---	FENCE
[Pattern]	EXISTING GABION
[Pattern]	PROPOSED BERM
[Pattern]	PROPOSED GABION
[Pattern]	PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

**EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1**

SITE PLAN

DATE JUNE 2022	SCALE 1" = 10'	SHEET 2-1
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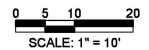
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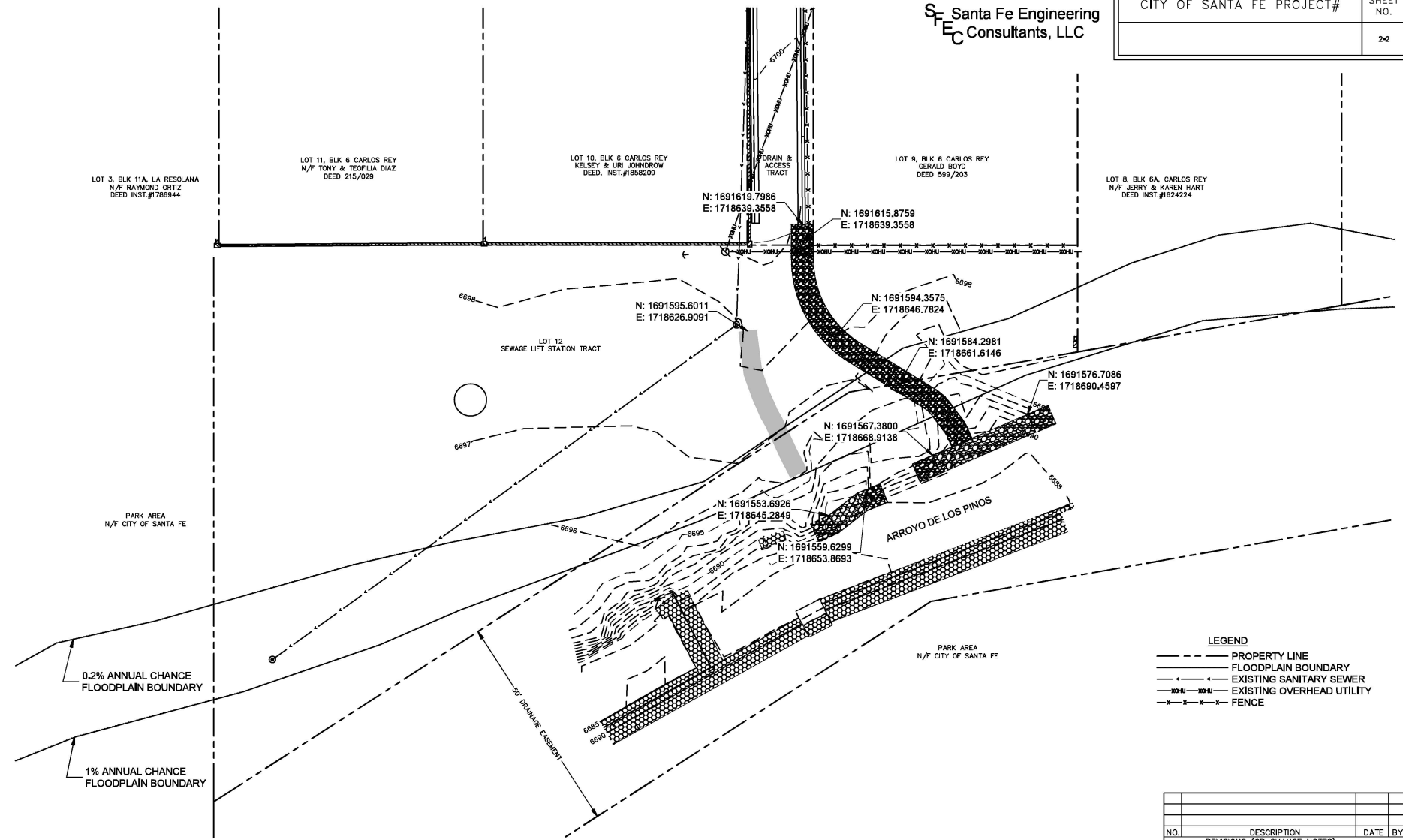
- CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. SEE SHEET 4-3, SPECIAL NOTE 4.

- SITE 1 IMPROVEMENTS INCLUDE:**
- EARTHEN DIVERSION BERM
 - GABION WALLS FOR SEDIMENTATION PONDS
 - RIPRAP SWALE AND RUNDOWN



SITE PLAN
SCALE: 1" = 10'





LOT 3, BLK 11A, LA RESOLANA
N/F RAYMOND ORTIZ
DEED INST.#1766444

LOT 11, BLK 6 CARLOS REY
N/F TONY & TEOFILIA DIAZ
DEED 215/029

LOT 10, BLK 6 CARLOS REY
KELSEY & URI JOHNDROW
DEED, INST.#1658209

LOT 9, BLK 6 CARLOS REY
GERALD BOYD
DEED 599/203

LOT 8, BLK 6A, CARLOS REY
N/F JERRY & KAREN HART
DEED INST.#1824224

N: 1691619.7986
E: 1718639.3558

N: 1691615.8759
E: 1718639.3558

N: 1691595.6011
E: 1718626.9091

N: 1691594.3575
E: 1718646.7824

N: 1691584.2981
E: 1718661.6146

N: 1691576.7086
E: 1718690.4597

N: 1691567.3800
E: 1718668.9138

N: 1691553.6926
E: 1718645.2849

N: 1691559.6299
E: 1718653.8693

0.2% ANNUAL CHANCE
FLOODPLAIN BOUNDARY

1% ANNUAL CHANCE
FLOODPLAIN BOUNDARY

50' DRAINAGE EASEMENT

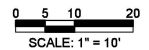
PARK AREA
N/F CITY OF SANTA FE

- LEGEND**
- PROPERTY LINE
 - - - FLOODPLAIN BOUNDARY
 - ← EXISTING SANITARY SEWER
 - X-X-X- EXISTING OVERHEAD UTILITY
 - X-X-X-X- FENCE

NOTE:
AN AUTOCAD DRAWING WILL BE
PROVIDED TO THE CONTRACTOR FOR
DETAILED GEOMETRICS AND GRADING.



GEOMETRICS PLAN
SCALE: 1" = 10'



NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
GEOMETRICS PLAN			
DATE:	SCALE:	SHEET	
JUNE 2022	1" = 10'	2-2	

CITY OF SANTA FE GENERAL NOTES:

1. **EXCAVATION PERMIT:** THE CONTRACTOR SHALL OBTAIN AN EXCAVATION/STREET CUT PERMIT FROM THE CITY OF SANTA FE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THESE PERMITS WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. PERMITS MAY BE OBTAINED FROM THE CITY OF SANTA FE STREETS AND DRAINAGE MAINTENANCE DIVISION, 1142 SILER ROAD, PHONE (505) 955-3000.
2. **REMOVALS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE COMPENSATION FOR UNLISTED REMOVALS.
3. **PUBLIC ACCESS TO LOCAL BUSINESSES AND RESIDENCES:** THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF ANY SCHEDULED ACCESS MODIFICATIONS, AT LEAST 48 HOURS IN ADVANCE, WITH THE PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
4. **UTILITY LOCATIONS:** THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE. THIS INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES. CONTACT NEW MEXICO ONE CALL SYSTEM INC. AT 1-800-321-ALER(T) [1-800-321-2537].
5. **CLEANING OF EXISTING STRUCTURES:** THE CONTRACTOR SHALL CLEAN ALL EXISTING STRUCTURES THAT ARE TO REMAIN OPERATIONAL, PRIOR TO INITIATING STRUCTURE EXTENSION WORK. STRUCTURES SHALL BE CLEAN PRIOR TO FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
6. **SPECIFICATION:** FOR THIS PROJECT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) WILL BE USED. REFERENCES TO THE DEPARTMENT SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT.
7. **QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE:** THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED. QUANTITIES SHOWN IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY.
8. **ALL TRAFFIC CONTROL DEVICES:** SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THESE DEVICES SHALL ALSO COMPLY WITH THE CURRENT EDITION, WITH REVISIONS, OF THE M.U.T.C.D.
9. **CONTRACTOR COORDINATION WITH UTILITIES:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATION WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENTLY WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND IS HEREBY REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6, COOPERATION WITH UTILITIES, AND 107.18, CONTRACTOR'S RESPONSIBILITY FOR WORK, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (2019 EDITION).
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT, REGARDLESS OF THE AVAILABILITY OF WATER. THE COST OF WATER WILL BE INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

11. THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CITY OF SANTA FE NOISE ORDINANCES SFCC 10-2.4 B.(5)(a) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIAL ZONED AREAS BETWEEN THE HOURS OF 5:00PM AND 8:00AM THE FOLLOWING DAY. IN ACCORDANCE WITH SFCC 10-2.8 PERMITS, THE CONTRACTOR MAY REQUEST APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.
12. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS BETWEEN THE HOURS OF 7:00AM TO 8:30AM AND 4:00PM TO 6:00PM, MONDAY THRU FRIDAY SO AS TO NOT IMPEDE RUSH HOUR TRAFFIC. THE CONTRACTOR SHALL COMPLY WITH CITY OF SANTA FE ORDINANCES, AS REQUIRED, REGARDING WORKING HOUR LIMITATIONS. AT ALL TIMES, ACCESS SHALL BE PROVIDED TO PROPERTIES AND BUSINESSES.
13. POSSIBLE STAGING ACCESS AREAS IDENTIFIED IN THE PLANS FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING/ SECURING THEIR OWN STAGING/ ACCESS LOCATIONS AND ENSURE ALL YARD SITES AND ACCESS ROUTES COMPLY WITH NPDES REGULATIONS. CONSTRUCTION YARD AND INSTALLATION/ MAINTENANCE OF PROPER NPDES CONTROLS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 621000 – "MOBILIZATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
14. ALL DIMENSIONS ON PLANS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THIS WORK.
15. **CPM SCHEDULE:** THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE AT THE PRECONSTRUCTION CONFERENCE. THE CRITICAL PATH PROJECT SCHEDULE IS TO INCLUDE LOGIC POINTS, OR PRODUCTION LEVELS, USED IN ITS DEVELOPMENT. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
16. **LANDFILL FEES:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES. THESE FEES SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
17. THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR RIGHT-OF-WAY LIMITS. PARKING OF PRIVATE VEHICLES SHALL NOT BE ALLOWED ALONG CONSTRUCTION AREAS THROUGHOUT THE CONSTRUCTION LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, ACROSS, OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.
18. **PROTECTION OF SURVEY MONUMENTS:** THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK", NATIONAL GEODETIC SURVEY, MARCH 1990, CONTACT: NGS MARK PRESERVATION CENTER – NOAA, TELEPHONE (505) 768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
19. **PUBLIC NOTIFICATION OF LANE CLOSURES:** THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL OF THE PROJECT MANAGER. THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. IN ADDITION THE CONTRACTOR SHALL CONCURRENTLY PROVIDE THE SAME INFORMATION TO THE CITY OF SANTA FE'S PUBLIC INFORMATION OFFICE; CONTACT PERSON IS JODI PORTER AT (505) 955-6045. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT FOR THESE ADVISORIES.
20. APPROPRIATE SIDEWALK AND TRAIL CLOSURE SIGNAGE AND PEDESTRIAN DETOURS MEETING ADA REQUIREMENTS SHALL BE INSTALLED PER THE MUTCD FOR TEMPORARY CONSTRUCTION ACTIVITIES AFFECTING PEDESTRIAN TRAVEL. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE PRICE FOR ITEM 618000 – "TRAFFIC CONTROL MANAGEMENT".

SFE Santa Fe Engineering
EC Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	41

21. **CONSTRUCTION YARD:** THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S OWN EXPENSE AND WITHOUT LIABILITY TO THE OWNER ANY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. NPDES SWPPP MEASURES AND INSPECTIONS TO ANY SUCH AREA OR YARD UTILIZED FOR PURPOSES OF THE PROJECT MAY APPLY. SEE NOTE #13.
22. **ASPHALT DISPOSAL:** THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT MATERIAL REMOVED ON THIS PROJECT BY HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL, THE COST IS INCLUDED IN ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".
23. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE, INCLUDING UTILITIES. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO AVOID DAMAGE TO ANY ADJACENT STRUCTURES. ANY NON-NECESSARY REMOVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THEIR REPLACEMENT.
24. **BI-WEEKLY PROJECT MEETING:** THE CONTRACTOR SHALL COORDINATE AND CONDUCT A BI-WEEKLY PROJECT MEETING DURING CONSTRUCTION, IN COORDINATION WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MEETING LOCATION AND SHALL INVITE APPROPRIATE CITY STAFF & UTILITY COMPANY REPRESENTATIVES. THE COST ASSOCIATED WITH THESE WEEKLY MEETINGS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASUREMENT OR PAYMENT WILL BE MADE.
25. **PROTECTION OF WORK:** DURING REMOVAL OPERATIONS IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED AREAS FROM THE ELEMENTS. THE CONTRACTOR SHALL NOT LEAVE ANY AREAS EXPOSED FOR MORE THAN 48 HOURS. THE CONTRACTOR SHALL NOT LEAVE ANY TRENCHES OPEN OVERNIGHT WITHOUT PROPER PROTECTION DEVICES IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY SURFACE OR SUBSURFACE DAMAGE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
26. **ADA COMPLIANCE:** THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK & CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWINGS, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CONTRACTOR SHALL ENSURE THAT ANY TEMPORARY PEDESTRIAN DETOURS MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND TO HAVE THE CONTRACTOR REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT HIS COST THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.



NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
GENERAL NOTES			
DATE	SCALE	SHEET	
JUNE 2022	N.T.S.	41	

CITY OF SANTA FE GENERAL NOTES (CONT'D):

27. **PRECONSTRUCTION CONFERENCE:** ATTENDANCE AT THE PRECONSTRUCTION CONFERENCE (PRECON) AND PROGRESS MEETINGS IS MANDATORY. AT THE PRECON CONTRACTOR SHALL SUBMIT THE FOLLOWING:
 - COPY OF CONTRACTOR'S LICENSE
 - COPY OF LIABILITY INSURANCE
 - COMPLETED PERMIT APPLICATIONS, FEES, AND PROOF OF BOND
 - TRAFFIC CONTROL PLAN (STAMPED BY PROFESSIONAL ENGINEER
 - PRE-PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AT A LATER DATE
 - PROJECT SCHEDULE (SEE NOTE #15)
 - LIST OF SUBCONTRACTORS
 - COPY OF COMPLETED NOI WITH SWPP CONTROLS IN PLACE
 THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
28. **WARPING OF SLOPES:** THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION EASEMENT LIMITS.
29. ALL LOCATIONS SHALL BE VERIFIED BY THE PROJECT MANAGER PRIOR TO REMOVALS. ANY REMOVALS NOT DEEMED NECESSARY BY THE PROJECT MANAGER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
30. **HANDLING OF MATERIAL:** THE CONTRACTOR MAY BE REQUIRED TO DOUBLE HANDLE MATERIAL NEEDED FOR THIS PROJECT. THE COST ASSOCIATED TO DOUBLE HANDLE SUCH MATERIAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASURE OR PAYMENT WILL BE MADE.
31. **NMOT STANDARD DRAWINGS:** MAY BE FOUND AT THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
32. **NMOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION:** MAY BE FOUND THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
33. **CONTRACTOR WEEKLY WORK SCHEDULE:** THE CONTRACTOR SHALL SUBMIT FOR THE CITY PROJECT MANAGER'S APPROVAL A WEEKLY WORK SCHEDULE (DESCRIBE ACTIVITIES AND DAY & HOURS TO BE WORKED) AT THE PRECONSTRUCTION MEETING. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR DETERMINES A CHANGE TO THEIR REGULAR WORK SCHEDULE IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A REVISED WORK SCHEDULE TO THE CITY PROJECT MANAGER FOR APPROVAL AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED WORK WEEK TO ALLOW THE CITY SUFFICIENT TIME TO SCHEDULE CITY INSPECTION PERSONNEL.
34. **MAINTENANCE AND TRAFFIC CONTROL:** THE CONTRACTOR SHALL HAVE T.C. CERTIFIED PERSONNEL AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK TO INSPECT AND MAINTAIN DETOURS AND TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE TO TAKE ADEQUATE PRECAUTIONS DURING INCLEMENT WEATHER SO THAT TRAFFIC IS NOT SUBJECT TO UNDUE DANGER. THIS WORK SHALL BE INCLUDED IN ITEM NO. 618000 – TRAFFIC CONTROL MANAGEMENT AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
35. **GRAFFITI-FREE WORK ZONE:** THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE GRAFFITI FROM ALL EQUIPMENT, MATERIALS AND WORK, WHETHER PERMANENT OR TEMPORARY, WITHIN 24 HOURS. THIS PROVISION INCLUDES GRAFFITI OR OTHER MARKINGS ON INSTALLED CONCRETE SURFACES. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF CONCRETE AND OTHER PAVED SURFACES INSTALLED AS PART OF THE PROJECT.
36. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY STREETS DIVISION AT LEAST SEVEN (7) DAYS PRIOR TO THE START OF WORK. TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. THE CITY STREETS DIVISION MAY BE REACHED AT (505) 955-3000.
37. **FINAL RECORD DRAWINGS,** REFLECTING SUBSTANTIAL CHANGES TO THE ORIGINAL DESIGN DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR'S SURVEYOR FOR APPROVAL TO THE ENGINEER. SAID PLANS SHALL BE APPROVED BY APPLICABLE CITY DIVISIONS PRIOR TO FINAL ACCEPTANCE OF PROJECT WORK FOR MAINTENANCE RESPONSIBILITY AND THE BEGINNING OF THE WARRANTY PERIOD. SEE SPECIAL NOTE 8, SHEET 4-3 FOR ADDITIONAL INFORMATION.

ENVIRONMENTAL NOTES:

1. DISPOSAL OF UNSUITABLE MATERIALS AND DEBRIS, ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE: UNSUITABLE CONSTRUCTION MATERIALS AND DEBRIS FROM CLEARING AND GRUBBING ARE TO BE PLACED IN AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE SECURED AND COORDINATED BY THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO NOTIFY THE PROJECT MANAGER, IN WRITING, OF THE DETAILS OF THE DISPOSAL OPERATION. BORROW MATERIAL, ROCK WASTE, VEGETATIVE DEBRIS, ETC., SHALL NOT BE PLACED IN WETLAND AREAS OR AREAS WHICH MAY IMPACT ENDANGERED SPECIES OR ARCHAEOLOGICAL RESOURCES. AN ARCHAEOLOGICAL SURVEY AND ENVIRONMENTAL CLEARANCE SHALL BE OBTAINED BY THE CONTRACTOR BEFORE DISPOSAL SITES ARE ACCEPTED IN ACCORDANCE WITH SUBSECTION 107.12 – CONTRACTOR'S RESPONSIBILITY FOR ARCHAEOLOGICAL CLEARANCE.
2. REPORTING AND CLEAN UP OF SPILLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEAN UP OF SPILLS ASSOCIATED WITH PROJECT CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING PAST SPILLS ENCOUNTERED DURING CONSTRUCTION AND OF CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION. REPORTS SHALL BE MADE IMMEDIATELY TO THE NM ENVIRONMENT DEPARTMENT 24 HOUR ENVIRONMENTAL EMERGENCY AT 505-827-9329 OR 866-428-6535 AND TO THE PROJECT MANAGER. ANY UNREPORTED SPILLS IDENTIFIED AFTER CONSTRUCTION SHALL BE CLEANED UP BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BEAR THE FULL COST OF THE CLEAN UP OF SPILLS.
3. CONTRACTOR'S ACTIVITIES IN THE VICINITY OF WATERWAYS: ALL WORK IN THE VICINITY OF LIVE STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRIGATION SUPPLIES SHALL BE AFFECTED IN SUCH A MANNER AS TO MINIMIZE VEGETATION REMOVAL, SOIL DISTURBANCE, AND EROSION. CROSSINGS OF LIVE STREAMS WITH HEAVY EQUIPMENT SHALL BE MINIMIZED, AS DETERMINED BY THE PROJECT MANAGER. EQUIPMENT REFUELING, MAINTENANCE, AND CEMENT DUMPING IN THE VICINITY OF WATER COURSES ARE STRICTLY PROHIBITED AND SHALL BE PERFORMED IN PROPER CONTAINMENT AREAS. IN CASES WHERE PROJECT ACTIVITIES FALL UNDER THE PERMIT CONDITIONS OF CLEAN WATER ACT SECTIONS 404 AND 401, THE MORE STRINGENT AND HIGHER STANDARDS FOR COMPLIANCE SHALL APPLY.
4. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 5-3. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
5. 404 PERMIT AND 401 WATER QUALITY CERTIFICATION: THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS AND RECOMMENDATIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS (CORPS) APPLICABLE 404 PERMIT (ACTION NO. SPA-2014-00145-ABQ) AND THE NEW MEXICO ENVIRONMENTAL DEPARTMENT SURFACE WATER QUALITY BUREAU (NMED SWQB) 401 WATER QUALITY CERTIFICATION.
6. PRIOR TO CONSTRUCTION, A SURVEY FOR PRAIRIE DOGS AND BURROWING OWLS SHALL BE CONDUCTED BY THE CONTRACTOR THROUGHOUT THE PROJECT LIMITS AND WITHIN THE EXISTING RIGHT-OF-WAY. PRAIRIE DOG SURVEYS SHALL BE CONDUCTED BETWEEN APRIL AND SEPTEMBER. IF PRAIRIE DOGS ARE FOUND, THEY SHALL BE RELOCATED IN COMPLIANCE WITH CITY OF SANTA FE ORDINANCES TO AN APPROPRIATE HABITAT OUTSIDE OF THE BREEDING SEASON (MAY 1 – JUNE 15).
7. IN THE EVENT PRAIRIE DOGS ARE LOCATED WITHIN THE PROJECT LIMITS DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROJECT MANAGER. THE CONTRACTOR IS HEREBY ADVISED OF THE CITY OF SANTA FE ORDINANCE NO. 2001-35 REGARDING THE HUMANE RELOCATION OF GUNNISON PRAIRIE DOGS AND SHALL BE REQUIRED TO ADHERE TO ALL FACETS OF THE ORDINANCE IF THE NEED ARISES.

LIST OF INCIDENTALS

NO.	DESCRIPTION	NOTE NO.
1	PERMITS	1
2	UTILITY LOCATIONS	4
3	STRUCTURE CLEANING	5
4	CONSTRUCTION WATER	10
5	MONUMENT PROTECTION	18
6	PUBLIC NOTIFICATION	19
7	PRECONSTRUCTION SUBMITTALS, SCHEDULE, & PROGRESS MEETINGS	15, 24, 27
8	MATERIAL HANDLING	30

TESCP, NPDES, SWPPP ADDITIONAL NOTES:

1. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL. SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.
2. THE CONTRACTOR SHALL COMPLY WITH ALL REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FOR INFORMATION CONTACT THE NPDES CONTACT FOR THE CITY OF SANTA FE AT (505) 955-2132. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS FOR NPDES COMPLIANCE. IMPROVEMENTS INCLUDED IN THIS PROJECT MAY QUALIFY AS NPDES BMPS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING NPDES APPLICATIONS AND NOTICES OF INTENT (NOI), DEVELOPING STORM WATER POLLUTION PREVENTION (SWPP) PLANS, AND MONITORING. A COPY OF THE SWPPP, NOI, AND OTHER NPDES DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF SANTA FE STORM WATER MANAGEMENT SECTION AND THE CITY'S PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED BOTH DURING AND AFTER CONSTRUCTION TO PREVENT, TO THE EXTENT PRACTICABLE, POLLUTANTS IN STORM WATER FROM ENTERING WATERS OF THE U.S.
5. **CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS-** SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCTIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.



NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
GENERAL NOTES			
DATE	SCALE	SHEET	
JUNE 2022	N.T.S.	4-2	

UTILITY GENERAL NOTES:

- EXISTING UTILITIES:** THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK MAY INCLUDE POT HOLING. COSTS ASSOCIATED WITH LOCATING EXISTING UTILITIES ARE CONSIDERED INCIDENTAL AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. IF EXISTING UTILITIES ARE DAMAGED DURING POT-HOLE OPERATIONS OR DURING CONSTRUCTION ALL WORK OR COSTS ASSOCIATED WITH REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- CONTRACTOR COORDINATION WITH UTILITY OWNERS:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATING WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6 - COOPERATION WITH UTILITIES, AND 107.20 - CONTRACTOR'S RESPONSIBILITY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY & BRIDGE CONSTRUCTION, 2019 EDITION
- CONTRACTOR SHALL PREVENT ANY DEBRIS FROM ENTERING THE SANITARY SEWER DURING CONSTRUCTION. SPECIAL ATTENTION SHALL BE GIVEN TO THE SANITARY SEWER TO PREVENT STOPPAGE OR DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH ANY MAINTENANCE, INCLUDING BY-PASS PUMPING OR DAMAGES CAUSED BY CONSTRUCTION.
- THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION OR TIME EXTENSION FOR DELAYS OR INCONVENIENCES OR DAMAGES SUSTAINED DUE TO ANY INTERFERENCE FROM SAID UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM RESULTING FROM CONTRACTOR'S NEGLIGENCE.
- CENTURY LINK (OR OTHER) FIBER OPTIC LINE:** THE CONTRACTOR SHALL NOTIFY CENTURY LINK 72 HOURS IN ADVANCE OF ANY EXCAVATION WORK IN THE AREA OF A FIBER OPTIC LINE. THE CONTRACTOR SHALL COORDINATE WITH CENTURY LINK DURING EXCAVATION SO CENTURY LINK CAN PROVIDE THE LABOR AND MATERIAL TO PROPERLY SUPPORT THE FIBER OPTIC LINE BEFORE SOIL IS REMOVED FROM UNDER THE LINE. COORDINATION OF WORK SHALL BE INCIDENTAL TO THE PROJECT.

SPECIAL NOTES:

- THE CONTRACTOR'S SURVEYOR SHALL COORDINATE WITH DAWSON SURVEYS, INC. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROPOSED GRADES, INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, PROPERTY LINES, RIGHT OF WAY, SETBACKS, AND TOPOGRAPHY PRIOR TO CONSTRUCTION. ANY DEVIATIONS SHALL BE REPORTED TO THE ENGINEER.
- THE EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS HAVE BEEN COMPILED FROM MULTIPLE SOURCES, INCLUDING UTILITY LOCATES, AND FIELD SURVEYS (AS COMPILED BY DAWSON SURVEYS, INC.). IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POT-HOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ARROYO DEL LOS CHAMISOS TRAIL. IF REPAIR IS NEEDED, THE CONTRACTOR SHALL CUT AND PATCH THE EXISTING TRAIL TO MATCH EXISTING SURFACE THICKNESS AS DIRECTED BY THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE/TRANSPLANT VEGETATION INCLUDING BUT NOT LIMITED TO (TREES, SHRUBS, BUSHES, NATIVE GRASSES). CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 5-3.
- CONTRACTOR SHALL CONFINE WORK AREAS TO THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
- THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PEDESTRIAN TRAFFIC DETOUR PLAN TO INCLUDE FLAGGING OPERATIONS, COVERING THE EXCAVATION, AND PROVIDING A TEMPORARY BASE COURSE WALKWAY THAT IS ADA ACCESSIBLE AROUND THE CONSTRUCTION ZONE ON THE EXISTING TOP OF BANK. SAID WALKWAY SHALL BE MAINTAINED TO ENSURE ADA COMPLIANCE. TRAFFIC AND PEDESTRIAN CONTROL PLAN WILL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER. SEE CITY OF SANTA FE GENERAL NOTE #20, FOR ADDITIONAL INFORMATION.
- MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT. THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.

REVEGETATION NOTES:

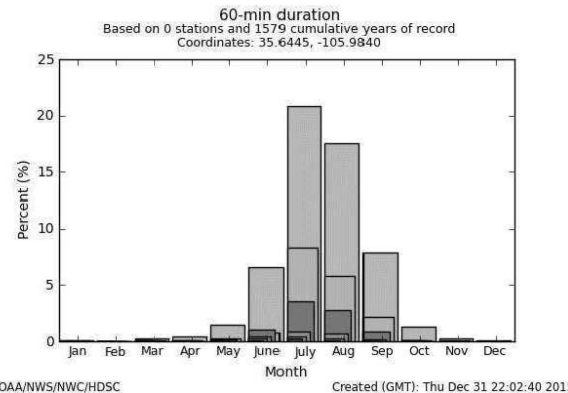
- DISTURBED AREAS OUTSIDE OF THE FLOODWAY SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF:

SEED TYPE	GENUS/SPECIES	COMMON NAME	SEED RATE LBS/ACRE OF PURE LIVE SEED	
GRASSES	<i>Achnatherum hymenoides</i>	Indian Ricegrass	1.5	
	<i>Bouteloua gracilis</i>	Blue Grama	4	
	<i>Bouteloua curtipendula</i>	Sideoats Grama	3	
	<i>Buchloe dactyloides</i>	Buffalograss	8	
	<i>Muhlenbergia wrightii</i>	Espike Muhly	1	
	<i>Pascopyrum smithii</i>	Western Wheatgrass	2	
	<i>Pleuraphis Jamesii</i>	Galleta	1	
	<i>Schizachyrium scoparium</i>	Little Bluestem	2	
	<i>Sporobolus airoides</i>	Alkali Sacaton	1	
	PERENNIALS	<i>Castilleja integra</i>	Orange Paintbrush	1
		<i>Gaillardia pulchella</i>	Firewheel	2
		<i>Linum lewisii</i>	Blue Flax	1.5
		<i>Lupinus albus</i>	Silvery Lupine	1.5
<i>Oenothera hookeri</i>		Hooker's Evening Primrose	1	
<i>Penstemon barbatus</i>		Scarlet Bugler	2	
<i>Penstemon strictus</i>		Rocky Mountain Penstemon	2	
<i>Verbena bipinnatifida</i>	Great Plains Verbena	1		
	TOTAL		35.5	

- MODIFICATIONS TO THIS SEED MIX SHALL BE APPROVED BY THE CITY OF SANTA FE PRIOR TO INSTALLATION.

POTENTIAL WORKZONE FLOODING:

THE CONTRACTOR SHOULD BE AWARE OF TYPICAL PRECIPITATION AND RUNOFF PATTERNS IN THIS AREA AND CONSIDER THE POTENTIAL DANGER OF FLOODING WITHIN THE ARROYO DE LOS CHAMISOS. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT HIS WORK AND PERSONNEL. THIS IS INCIDENTAL TO THE PROJECT.

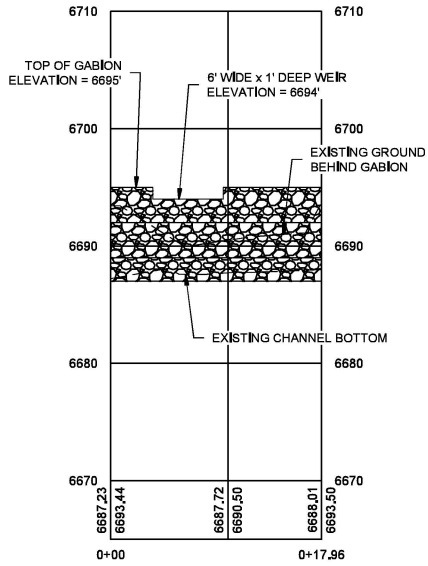


Annual exceedance probability	
—	1/2
—	1/5
—	1/10
—	1/25
—	1/50
—	1/100

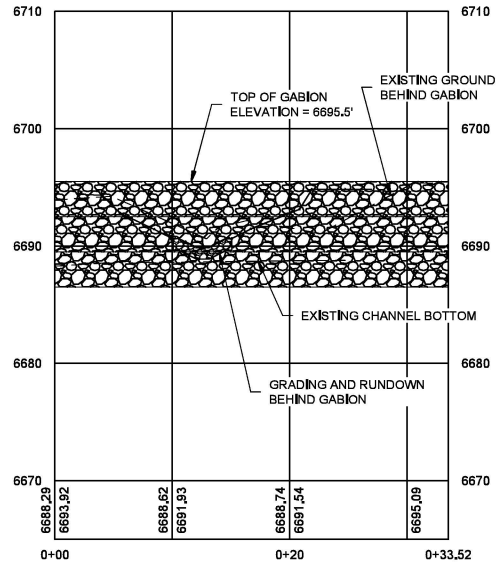
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
GENERAL NOTES			
DATE	SCALE	SHEET	
JUNE 2022	N.T.S.	43	



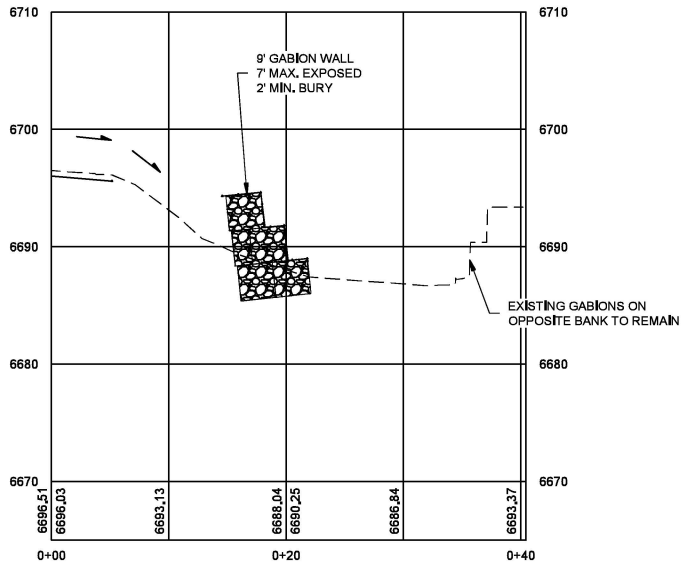
CITY OF SANTA FE PROJECT#	SHEET NO.
	52



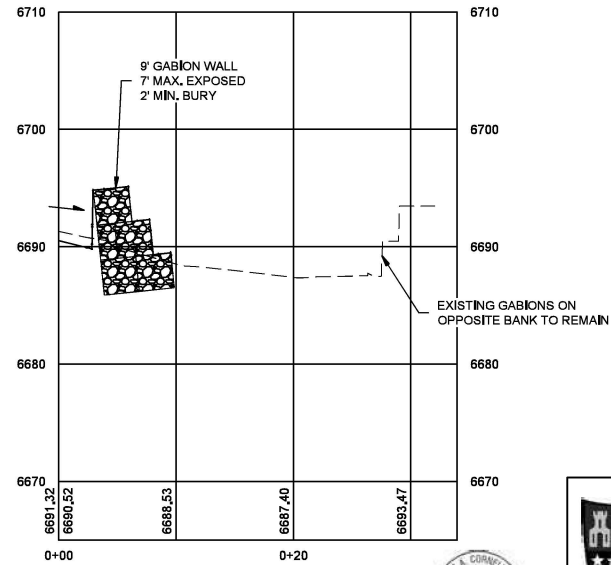
WEST GABION PROFILE
SCALE: 1" = 5'



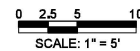
EAST GABION PROFILE
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WEST GABION SECTION
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EAST GABION SECTION
SCALE: 1" = 5'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
POND SECTIONS			
DATE	SCALE	SHEET	
JUNE 2022	AS NOTED	5-2	

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
RETAINING WALL
 SHEET NO. 602-55-272

GENERAL NOTES

- APPROPRIATE AND MATERIALS SHALL BE SPECIFIED BY THE CONTRACTOR IN THE BIDDING DOCUMENTS.
- CONCRETE SHALL BE CLASS "B" CONCRETE.
- REINFORCING STEEL SHALL BE CLASS "A" STEEL.
- ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DESIGN DATA

SOIL BEHIND WALL: CLASS "A" SAND
 SOIL BEHIND WALL: CLASS "B" SAND
 SOIL BEHIND WALL: CLASS "C" SAND
 SOIL BEHIND WALL: CLASS "D" SAND
 SOIL BEHIND WALL: CLASS "E" SAND
 SOIL BEHIND WALL: CLASS "F" SAND
 SOIL BEHIND WALL: CLASS "G" SAND
 SOIL BEHIND WALL: CLASS "H" SAND
 SOIL BEHIND WALL: CLASS "I" SAND
 SOIL BEHIND WALL: CLASS "J" SAND
 SOIL BEHIND WALL: CLASS "K" SAND
 SOIL BEHIND WALL: CLASS "L" SAND
 SOIL BEHIND WALL: CLASS "M" SAND
 SOIL BEHIND WALL: CLASS "N" SAND
 SOIL BEHIND WALL: CLASS "O" SAND
 SOIL BEHIND WALL: CLASS "P" SAND
 SOIL BEHIND WALL: CLASS "Q" SAND
 SOIL BEHIND WALL: CLASS "R" SAND
 SOIL BEHIND WALL: CLASS "S" SAND
 SOIL BEHIND WALL: CLASS "T" SAND
 SOIL BEHIND WALL: CLASS "U" SAND
 SOIL BEHIND WALL: CLASS "V" SAND
 SOIL BEHIND WALL: CLASS "W" SAND
 SOIL BEHIND WALL: CLASS "X" SAND
 SOIL BEHIND WALL: CLASS "Y" SAND
 SOIL BEHIND WALL: CLASS "Z" SAND

TYPICAL CROSS SECTION FOR TYPE "A" STANDARD RETAINING WALL

TYPICAL CROSS SECTION FOR TYPE "B" STANDARD RETAINING WALL

TYPICAL VIEW OF GABION RETAINING WALL

BACKFILL TABLE

CLASS OF SOIL	PERCENTAGE OF SOIL
CLASS "A"	100
CLASS "B"	100
CLASS "C"	100
CLASS "D"	100
CLASS "E"	100
CLASS "F"	100
CLASS "G"	100
CLASS "H"	100
CLASS "I"	100
CLASS "J"	100
CLASS "K"	100
CLASS "L"	100
CLASS "M"	100
CLASS "N"	100
CLASS "O"	100
CLASS "P"	100
CLASS "Q"	100
CLASS "R"	100
CLASS "S"	100
CLASS "T"	100
CLASS "U"	100
CLASS "V"	100
CLASS "W"	100
CLASS "X"	100
CLASS "Y"	100
CLASS "Z"	100

Sheet 602-54

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
WIRE MESH
 SHEET NO. 602-55-171

GENERAL NOTES

- WIRE MESH SHALL BE CLASS "A" STEEL.
- WIRE MESH SHALL BE CLASS "B" STEEL.
- WIRE MESH SHALL BE CLASS "C" STEEL.
- WIRE MESH SHALL BE CLASS "D" STEEL.
- WIRE MESH SHALL BE CLASS "E" STEEL.
- WIRE MESH SHALL BE CLASS "F" STEEL.
- WIRE MESH SHALL BE CLASS "G" STEEL.
- WIRE MESH SHALL BE CLASS "H" STEEL.
- WIRE MESH SHALL BE CLASS "I" STEEL.
- WIRE MESH SHALL BE CLASS "J" STEEL.
- WIRE MESH SHALL BE CLASS "K" STEEL.
- WIRE MESH SHALL BE CLASS "L" STEEL.
- WIRE MESH SHALL BE CLASS "M" STEEL.
- WIRE MESH SHALL BE CLASS "N" STEEL.
- WIRE MESH SHALL BE CLASS "O" STEEL.
- WIRE MESH SHALL BE CLASS "P" STEEL.
- WIRE MESH SHALL BE CLASS "Q" STEEL.
- WIRE MESH SHALL BE CLASS "R" STEEL.
- WIRE MESH SHALL BE CLASS "S" STEEL.
- WIRE MESH SHALL BE CLASS "T" STEEL.
- WIRE MESH SHALL BE CLASS "U" STEEL.
- WIRE MESH SHALL BE CLASS "V" STEEL.
- WIRE MESH SHALL BE CLASS "W" STEEL.
- WIRE MESH SHALL BE CLASS "X" STEEL.
- WIRE MESH SHALL BE CLASS "Y" STEEL.
- WIRE MESH SHALL BE CLASS "Z" STEEL.

QUANTITIES PER LINEAR FOOT

TYPE OF WIRE MESH	QUANTITIES PER LINEAR FOOT
TYPE "A"	1.00
TYPE "B"	1.00
TYPE "C"	1.00
TYPE "D"	1.00
TYPE "E"	1.00
TYPE "F"	1.00
TYPE "G"	1.00
TYPE "H"	1.00
TYPE "I"	1.00
TYPE "J"	1.00
TYPE "K"	1.00
TYPE "L"	1.00
TYPE "M"	1.00
TYPE "N"	1.00
TYPE "O"	1.00
TYPE "P"	1.00
TYPE "Q"	1.00
TYPE "R"	1.00
TYPE "S"	1.00
TYPE "T"	1.00
TYPE "U"	1.00
TYPE "V"	1.00
TYPE "W"	1.00
TYPE "X"	1.00
TYPE "Y"	1.00
TYPE "Z"	1.00

SECTION TYPE "J"

SECTION TYPE "I"

TYPICAL SECTION

SKewed INTERSECTION SPICE

TRANSVERSE SPICE

HEXAGONAL MESH

"W" MESH

NORMAL INTERSECTION SPICES

STANDARD JOINT CONNECTION DETAIL

FRONT VIEW

DETAILS OF 9-GAGE INTERNAL CONNECTING WIRES

TYPE OF WIRE MESH	QUANTITIES PER LINEAR FOOT
TYPE "A"	1.00
TYPE "B"	1.00
TYPE "C"	1.00
TYPE "D"	1.00
TYPE "E"	1.00
TYPE "F"	1.00
TYPE "G"	1.00
TYPE "H"	1.00
TYPE "I"	1.00
TYPE "J"	1.00
TYPE "K"	1.00
TYPE "L"	1.00
TYPE "M"	1.00
TYPE "N"	1.00
TYPE "O"	1.00
TYPE "P"	1.00
TYPE "Q"	1.00
TYPE "R"	1.00
TYPE "S"	1.00
TYPE "T"	1.00
TYPE "U"	1.00
TYPE "V"	1.00
TYPE "W"	1.00
TYPE "X"	1.00
TYPE "Y"	1.00
TYPE "Z"	1.00

Sheet 602-53

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
GABION BASKET
 SHEET NO. 602-55-172

GENERAL NOTES

- WIRE MESH SHALL BE CLASS "A" STEEL.
- WIRE MESH SHALL BE CLASS "B" STEEL.
- WIRE MESH SHALL BE CLASS "C" STEEL.
- WIRE MESH SHALL BE CLASS "D" STEEL.
- WIRE MESH SHALL BE CLASS "E" STEEL.
- WIRE MESH SHALL BE CLASS "F" STEEL.
- WIRE MESH SHALL BE CLASS "G" STEEL.
- WIRE MESH SHALL BE CLASS "H" STEEL.
- WIRE MESH SHALL BE CLASS "I" STEEL.
- WIRE MESH SHALL BE CLASS "J" STEEL.
- WIRE MESH SHALL BE CLASS "K" STEEL.
- WIRE MESH SHALL BE CLASS "L" STEEL.
- WIRE MESH SHALL BE CLASS "M" STEEL.
- WIRE MESH SHALL BE CLASS "N" STEEL.
- WIRE MESH SHALL BE CLASS "O" STEEL.
- WIRE MESH SHALL BE CLASS "P" STEEL.
- WIRE MESH SHALL BE CLASS "Q" STEEL.
- WIRE MESH SHALL BE CLASS "R" STEEL.
- WIRE MESH SHALL BE CLASS "S" STEEL.
- WIRE MESH SHALL BE CLASS "T" STEEL.
- WIRE MESH SHALL BE CLASS "U" STEEL.
- WIRE MESH SHALL BE CLASS "V" STEEL.
- WIRE MESH SHALL BE CLASS "W" STEEL.
- WIRE MESH SHALL BE CLASS "X" STEEL.
- WIRE MESH SHALL BE CLASS "Y" STEEL.
- WIRE MESH SHALL BE CLASS "Z" STEEL.

QUANTITIES PER LINEAR FOOT

TYPE OF WIRE MESH	QUANTITIES PER LINEAR FOOT
TYPE "A"	1.00
TYPE "B"	1.00
TYPE "C"	1.00
TYPE "D"	1.00
TYPE "E"	1.00
TYPE "F"	1.00
TYPE "G"	1.00
TYPE "H"	1.00
TYPE "I"	1.00
TYPE "J"	1.00
TYPE "K"	1.00
TYPE "L"	1.00
TYPE "M"	1.00
TYPE "N"	1.00
TYPE "O"	1.00
TYPE "P"	1.00
TYPE "Q"	1.00
TYPE "R"	1.00
TYPE "S"	1.00
TYPE "T"	1.00
TYPE "U"	1.00
TYPE "V"	1.00
TYPE "W"	1.00
TYPE "X"	1.00
TYPE "Y"	1.00
TYPE "Z"	1.00

SECTION TYPE "J"

SECTION TYPE "I"

TYPICAL SECTION

SKewed INTERSECTION SPICE

TRANSVERSE SPICE

HEXAGONAL MESH

"W" MESH

NORMAL INTERSECTION SPICES

STANDARD JOINT CONNECTION DETAIL

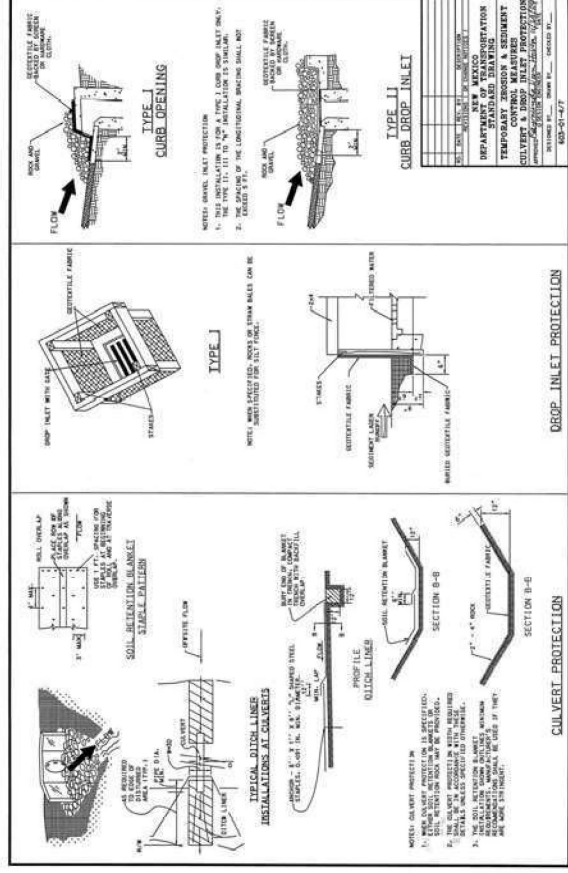
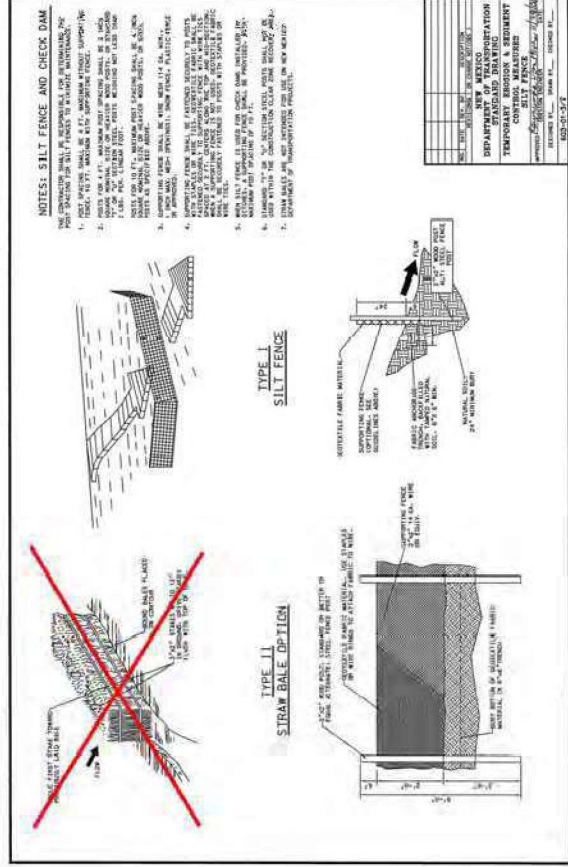
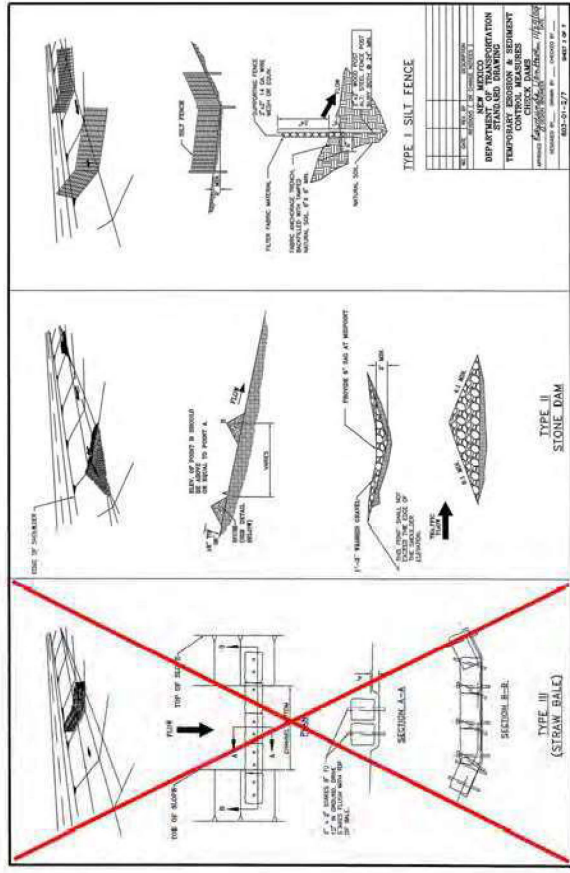
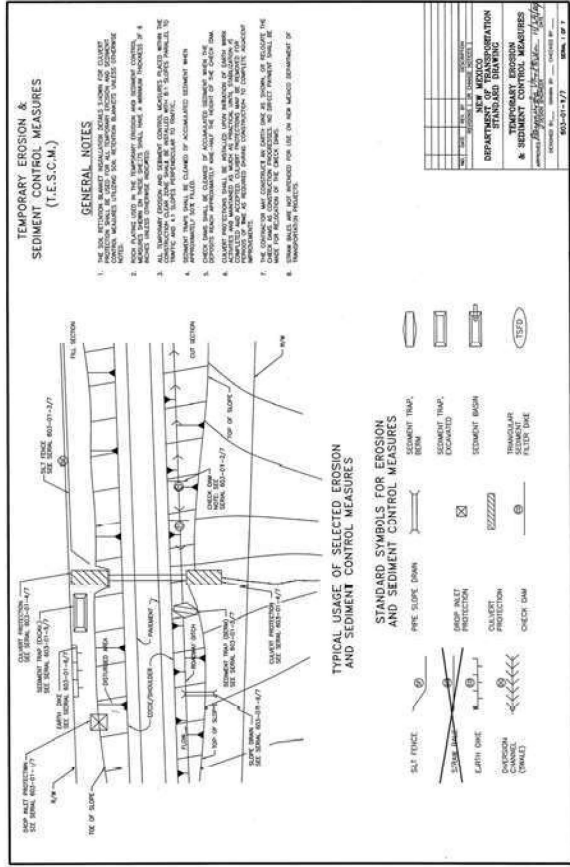
FRONT VIEW

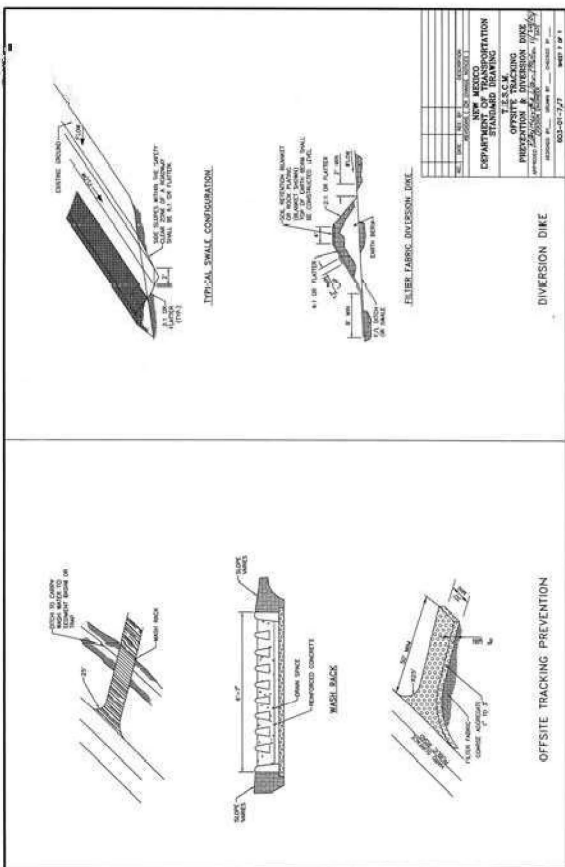
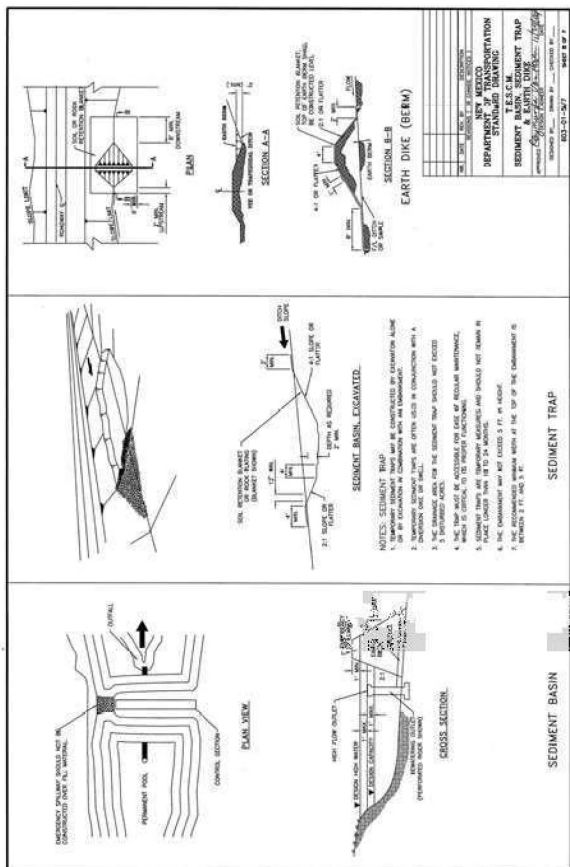
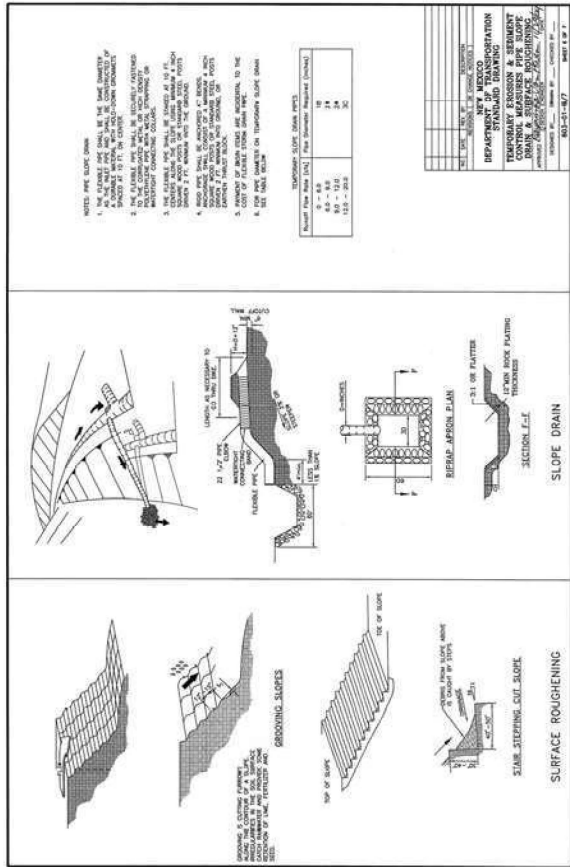
DETAILS OF 9-GAGE INTERNAL CONNECTING WIRES

TYPICAL ASSEMBLED GABION BASKET

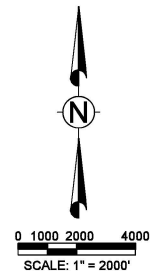
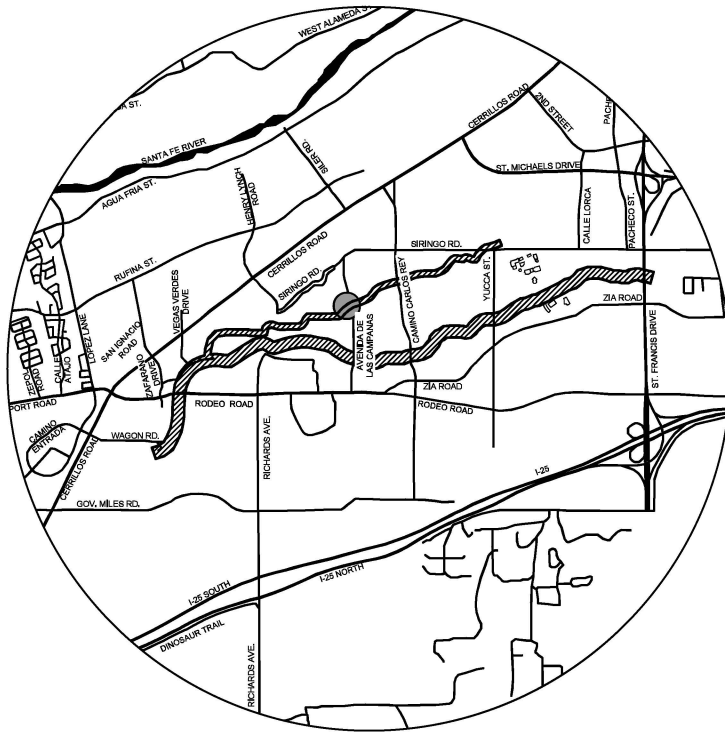
TYPICAL FAT LAYOUT OF GABION BASKET

Sheet 602-53





EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2



PREPARED FOR:
CITY OF SANTA FE
PUBLIC WORKS DEPT.
500 Market Station, Suite 200
Santa Fe, NM 87501

SANTA FE, NEW MEXICO
LYING WITHIN SECTION 4
T16N, R09E NMPM

**JUNE
2022**

APPROVED BY CITY OF SANTA FE

CITY PUBLIC WORKS DIRECTOR DATE

REVIEWED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION

HISTORIC PRESERVATION DIVISION DATE

APPROVED BY CITY OF SANTA FE

CITY ROADWAY AND TRAILS DIVISION DIRECTOR DATE

APPROVED BY CITY OF SANTA FE MAYORS'S COMMITTEE ON DISABILITY

CITY ADA COORDINATOR DATE



REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE
APPROVAL OF REVISIONS							
		CITY OF SANTA FE		APPROVED FOR CONSTRUCTION			
				CITY ENGINEER DATE			
COVER SHEET		SHEET 1-1					

SFE C Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, NM 87505
(505) 982-2845 - Phone
(505) 982-2641 - Fax
<http://www.SFENGR.com>

INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
1-1	COVER SHEET
1-2	INDEX OF SHEETS
1-3	REVEGETATION AND ENVIRONMENTAL NOTES
1-4 TO 1-5	NATIONWIDE PERMIT VERIFICATION (NOT REQUIRED)*
2-1	SITE PLAN
2-2	GEOMETRICS PLAN
2-3	DEMOLITION PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
4-1 TO 4-3	GENERAL NOTES
5-1	GRADING AND DRAINAGE PLAN
5-2	ENERGY DISSIPATOR SECTIONS AND DETAILS
5-3 TO 5-5	CHANNEL CROSS SECTIONS
6-1	CONSTRUCTION TRAFFIC CONTROL PLAN
7-1	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN

*NOTE
 A USACE PERMIT IS NOT REQUIRED FOR THIS SITE
 AS CURRENT USACE GUIDELINES CLASSIFY THIS
 CHANNEL AS OUTSIDE THE WATERS OF THE U.S.

INDEX OF STANDARD DRAWINGS			
SHEET NUMBER	DESCRIPTION	REVISION DATE	SERIAL
8-1	WIRE ENCLOSED RIPRAP CLASS "A"	11/16/2009	602-01-1/1
8-1	GABION BASKET DETAILS	1/9/2013	602-05-1/2
8-1	GABION RETAINING WALL DETAILS	1/9/2013	602-05-2/2
8-2	TESCM DETAILS	11/29/2004	603-01-1/7 TO 603-01-4/7
8-3	TESCM DETAILS	11/29/2004	603-01-5/7 TO 603-01-7/7

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			



EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

INDEX OF SHEETS

Conditional Section 401 Certification of NWPs:

- Activities in intermittent and perennial surface waters of the state require notification to the NMED Surface Water Quality Bureau. The notification must include: 1) detailed construction plans (including proposed in-channel excavations and temporary diversions); 2) a description of potential adverse water quality impacts (including turbidity, which is a measurement of the amount of suspended material in water, as well as oil, grease, or hydraulic fluid, and all other potential contaminants); 3) a description of methods to be used to prevent water quality impacts (including detailed Best Management Practices, which must be designed to minimize sediment, oil, grease, and other pollutants from entering the water); 4) any surface water monitoring procedures; and 5) for any unavoidable surface water impacts, conceptual mitigation plans.
- Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system capable of containing twice the volume of the product. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
- All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed and maintained throughout the project period. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.
- Work in the stream channel should be limited to periods of no flow. Work during low-flow periods must have prior approval by the NMED. Requests for such approval must describe planned methods to minimize turbidity and to avoid spills. Releases from dams must be incorporated into the work schedule to avoid working in high water.
- Temporary crossings should be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water, unless otherwise approved in writing by NMED. Heavy equipment must not be parked within the stream channel. Unless otherwise approved by NMED, directional borehole (horizontal) drilling must be used instead of open-cut trenching for the placement of utility lines or other buried structures crossing the channel. Requests for such approval of deviations must include a description of planned methods to minimize turbidity, to avoid spills, and to salvage any drilling equipment that cannot be withdrawn from beneath the channel.
- Unless otherwise approved by NMED, flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity, to avoid spills, and to provide a continuous zone of passage for aquatic life through or around the project area in which the water quality meets all applicable criteria including turbidity.
- All asphalt, concrete, drilling fluids and muds, and other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non erodible cofferdams to prevent contact with surface or ground water. Appropriate measures must be used to prevent wastewater from concrete hatching, vehicle wash-down, or aggregate processing entering the watercourse. Dumping of any waste materials in or near watercourses is prohibited.
- Protective measures must be used to prevent blast, ripped or excavated soil or rock from entering surface water. Construction excavation dewatering discharges are to be uncontaminated and include all practicable erosion control measures and turbidity control techniques.
- Work or the use of heavy equipment in wetlands must be avoided or minimized unless the impacts are to be mitigated. Construction activities in wetlands must be scheduled during low water or winter (frozen) conditions. Unless otherwise approved by NMED, wetland crossings must be restricted to a single location and constructed perpendicular to and at a narrow point of the wetland. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills. Wetland vegetation and excavated material (top soil) must be retained and reused to improve seeding success. Permeable fills should be designed and installed when practicable, and flows to wetlands must not be permanently disrupted. Fill materials must be clean and consist of coarse material with minimal fines. Ditches or culverts in wetlands must have properly designed, installed and maintained siltation or sedimentation structures at the outfall.
- During repair, demolition, treatments, or cleaning activities of bridges or associated structures (e.g., deck, pier, abutment, and wing walls), materials must be kept out of the channel. Before removing a bridge or related structures, impermeable containment material (e.g., plastic sheet, canvas, tarpaulins or other catchment devices) must be secured under the bridge and on the banks to capture any debris that may fall into the stream channel. Sandblasting operations must include vacuum systems or the bridge and associated structures must be completely bagged to collect all lead paint and concrete debris. Any debris that falls onto the containment area or channel must be properly disposed in accordance with the New Mexico Solid Waste Regulations (20.9.1 NMAC). Applicable Material Safety Data Sheets of water repellants and surface finish treatments must be maintained at the project area.
- Bridges, culverts and structures at stream crossings must be properly designed, installed and maintained to allow passage of sediment, bedload, and woody debris, and to prevent erosion problems or diversion of the stream from its natural channel unless otherwise approved by NMED, projects must not alter the natural stream channel size or shape (width, depth, gradient, direction or meander pattern), streamflow velocity (sediment transport rates), or water flow capacity. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills, as well as to stabilize modified hydraulic geometry.
- Culverts at stream crossings must be designed and installed to prevent upstream headcutting, downstream channel incision, and erosion of the streambanks or the crossing. Culverts should be designed to pass 100-year flow events. Culvert design must allow for the passage of fish and other aquatic organisms. The road grade at culvert stream crossings must prevent the diversion of the stream from its channel in the event of culvert failure due to plugging or the exceedance of capacity. If the flow overtops the road, it must return to its natural channel instead of running down the road into a new channel.
- Excavated trenches must be backfilled and compacted to match the bulk density and elevation of the adjacent undisturbed soil.
- Unless otherwise approved by NMED, all areas adjacent to the watercourse that are disturbed because of the project, including temporary access roads, stockpiles and staging areas, must be restored to pre-project elevations. Disturbed areas outside the channel that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. Measures to prevent damage by beavers, wildlife, or livestock are required until trees are established. Plantings must be monitored and replaced for an overall survival rate of at least 80 percent by the end of the second growing season. Once established, native plants adapted to the site must be able to thrive with no supplemental water or treatment. Requests for approval of deviation from this condition must include descriptions of planned methods to minimize turbidity and avoid spills, as well as final grading plans.
- A copy of this Certification must be kept at the project site during all phases of construction. All contractors involved in the project must be provided a copy of this certification and made aware of the conditions prior to starting construction.
- The NMED must be notified at least five days before starting construction to allow time to schedule monitoring or inspections. The NMED must be notified immediately if the project results in an exceedence of applicable Standards.

REVEGETATION NOTES:

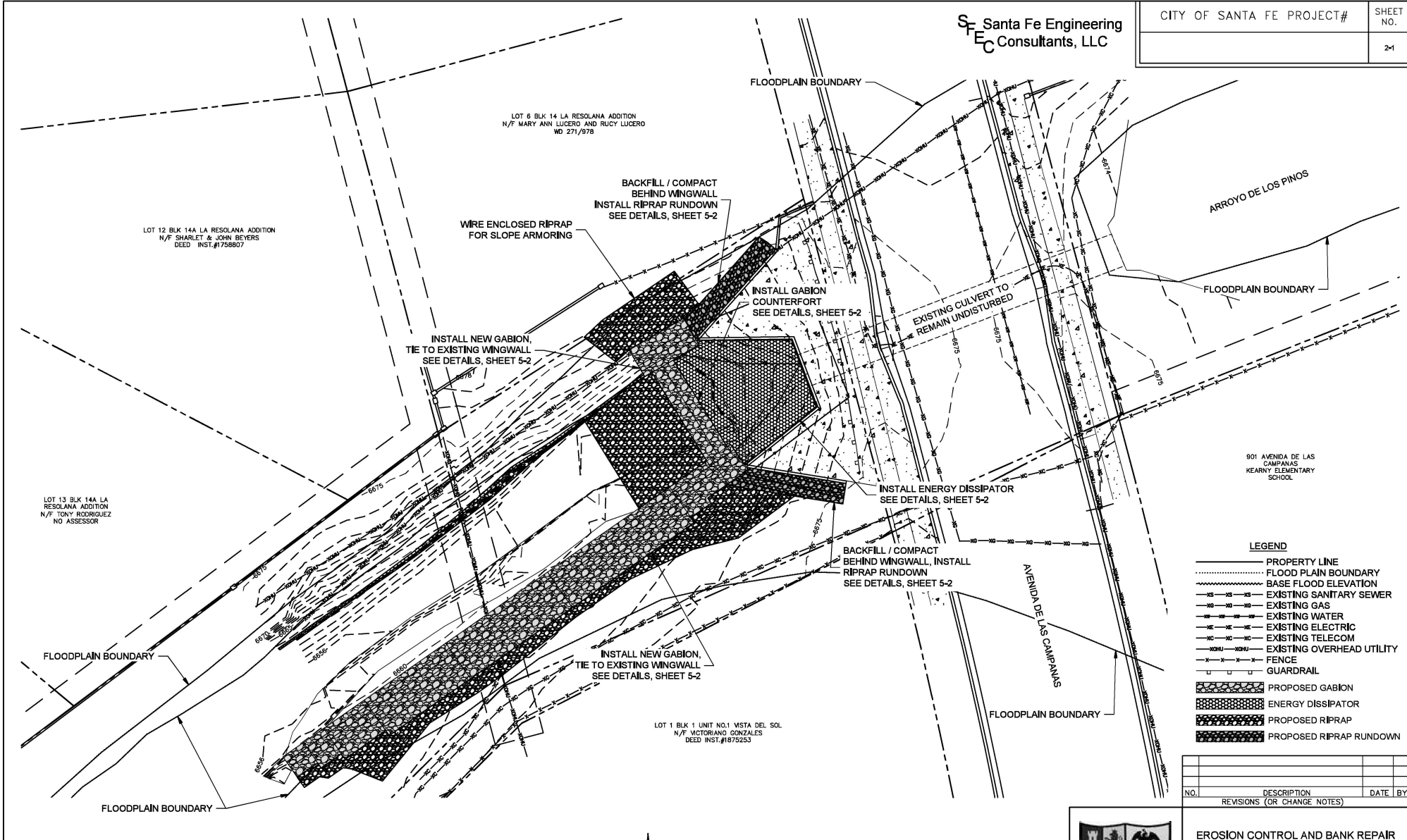
- DISTURBED AREAS OUTSIDE OF THE FLOODWAY SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 6.32 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF:

SEED TYPE	GENUS/SPECIES	COMMON NAME	SEED RATE LBS./ACRE OF PURE LIVE SEED	
GRASSES	<i>Achnatherum hymenoides</i>	Indian Ricegrass	1.5	
	<i>Bouteloua gracilis</i>	Blue Grama	4	
	<i>Bouteloua curtipendula</i>	Sideoats Grama	3	
	<i>Buchloe dactyloides</i>	Buffalograss	8	
	<i>Muhlenbergia wrightii</i>	Spike Muhly	1	
	<i>Pascopyrum smithii</i>	Western Wheatgrass	2	
	<i>Pleuraphis Jamesii</i>	Galleta	1	
	<i>Schizachyrium scoparium</i>	Little Bluestem	2	
	<i>Sporobolus airoides</i>	Alkali Sacaton	1	
	PERENNIALS	<i>Castilleja integra</i>	Orange Penstemon	1
<i>Gaillardia pulchella</i>		Firewheel	2	
<i>Linum lewisii</i>		Blue Flax	1.5	
<i>Lupinus argentus</i>		Silvery Lupine	1.5	
<i>Oenothera hookeri</i>		Hooker's Evening Primrose	1	
<i>Peristemon barbus</i>		Scarlet Bugler	2	
<i>Peristemon strictus</i>		Rocky Mountain Penstemon	2	
<i>Verbena bipinnatifida</i>		Great Plains Verbena	1	
		TOTAL		35.5

- MODIFICATIONS TO THIS SEED MIX SHALL BE APPROVED BY THE CITY OF SANTA FE PRIOR TO INSTALLATION.

NO.	DESCRIPTION REVISIONS (OR CHANGE NOTES)	DATE	BY
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
REVEGETATION AND ENVIRONMENTAL NOTES			
DATE: JUNE 2022	SCALE: N.T.S.	SHEET 1-3	





LEGEND

	PROPERTY LINE
	FLOOD PLAIN BOUNDARY
	BASE FLOOD ELEVATION
	EXISTING SANITARY SEWER
	EXISTING GAS
	EXISTING WATER
	EXISTING ELECTRIC
	EXISTING TELECOM
	EXISTING OVERHEAD UTILITY
	FENCE
	GUARDRAIL
	PROPOSED GABION
	ENERGY DISSIPATOR
	PROPOSED RIPRAP
	PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

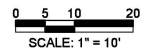
NOTE:

- CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION.

- SITE 2 IMPROVEMENTS INCLUDE:**
- REMOVE AND REPLACE FALLEN GABIONS
 - ENERGY DISSIPATOR
 - WINGWALL PATCHING



SITE PLAN
SCALE: 1" = 10'



**EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2**

SITE PLAN		
DATE JUNE 2022	SCALE 1" = 10'	SHEET 2-1

LOT 6 BLK 14 LA RESOLANA ADDITION
 N/F MARY ANN LUCERO AND RUCY LUCERO
 DEED INST.#175867

LOT 12 BLK 14A LA RESOLANA ADDITION
 N/F SHARLET & JOHN BEYERS
 DEED INST.#175867

LOT 13 BLK 14A LA RESOLANA ADDITION
 N/F TONY RODRIGUEZ
 NO ASSESSOR

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
 N/F VICTORIANO GONZALES
 DEED INST.#1875253

ARROYO DE LOS PINOS

AVENIDA DE LAS CAMPANAS

CONSTRUCTION
 BASELINE

N:1690763.1027
 E:1717436.8128

STA:0+00.00
 OFF:6.00'R
 STA:0+06.00
 OFF:7.50'R

STA:0+12.00
 OFF:9.00'R
 STA:0+24.00
 OFF:10.50'R

STA:1+24.34
 OFF:25.40'L
 STA:1+24.94
 OFF:32.78'L

STA:1+27.98
 OFF:0.00'
 STA:1+29.32
 OFF:24.90'L

STA:1+14.00
 OFF:10.50'R
 STA:1+20.00
 OFF:9.00'R

STA:1+29.14
 OFF:7.50'R
 STA:1+32.00
 OFF:7.50'R

STA:1+47.74
 OFF:25.54'R

STA:1+67.33
 OFF:34.87'L
 STA:1+40.16
 OFF:31.55'L

STA:1+39.90
 OFF:28.32'L
 STA:1+39.56
 OFF:24.07'L

STA:1+32.00
 OFF:0.00'
 STA:1+29.56
 OFF:0.00'

N:1690860.4433
 E:1717576.1857

LEGEND

- PROPERTY LINE
- - - FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- EXISTING SANITARY SEWER
- EXISTING GAS
- EXISTING WATER
- EXISTING ELECTRIC
- EXISTING TELECOM
- EXISTING OVERHEAD UTILITY
- FENCE
- GUARDRAIL
- [Pattern] PROPOSED GABION
- [Pattern] ENERGY DISSIPATOR
- [Pattern] PROPOSED RIPRAP
- [Pattern] PROPOSED RIPRAP RUNDOWN



GEOMETRICS PLAN
 SCALE: 1" = 10'

0 5 10 20
 SCALE: 1" = 10'

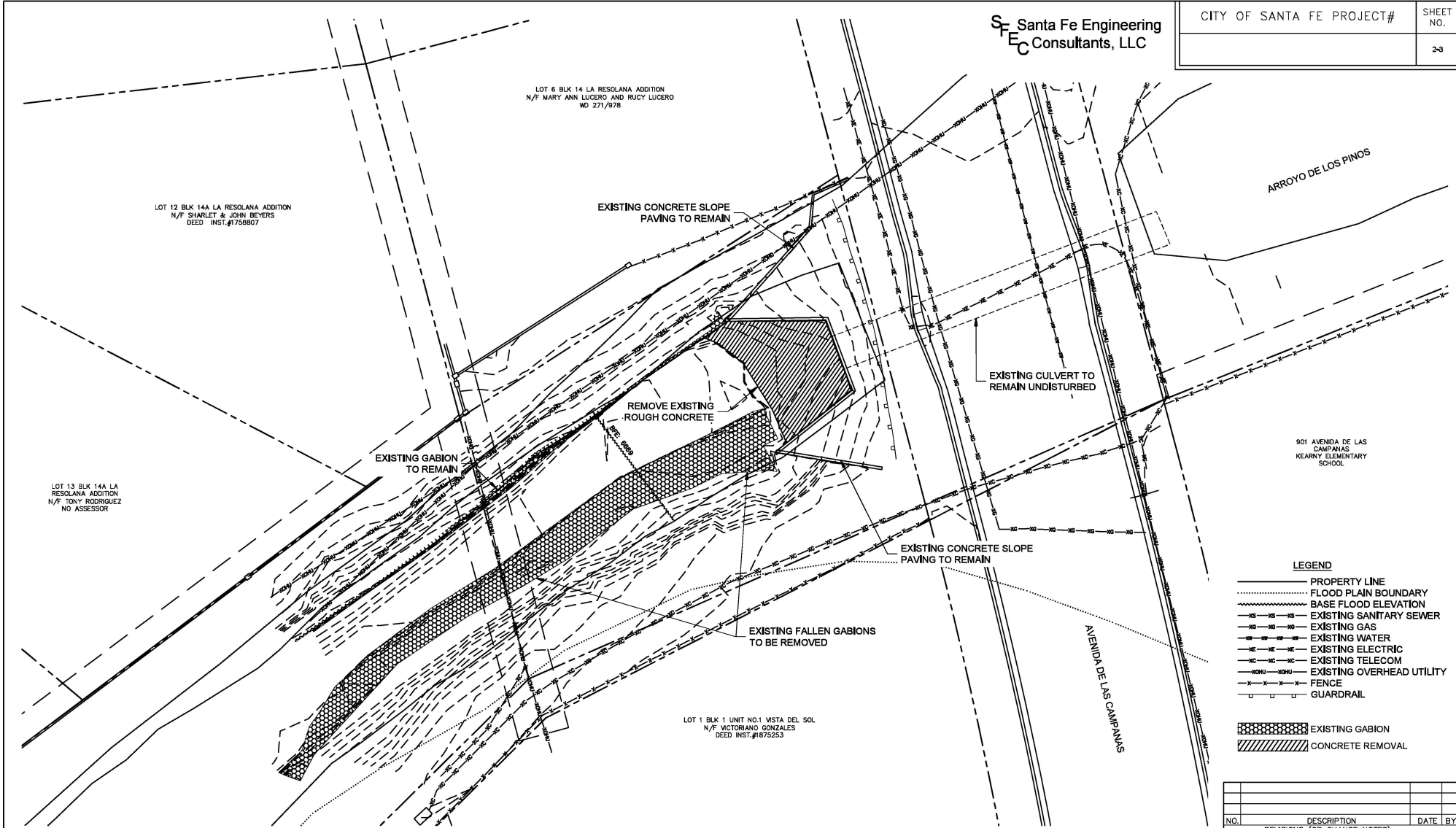


NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

GEOMETRICS PLAN

DATE: JUNE 2022	SCALE: 1" = 10'	SHEET: 2-2
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LEGEND

- PROPERTY LINE
- FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- X---X--- EXISTING SANITARY SEWER
- X---X--- EXISTING GAS
- X---X--- EXISTING WATER
- X---X--- EXISTING ELECTRIC
- X---X--- EXISTING TELECOM
- X---X--- EXISTING OVERHEAD UTILITY
- X---X--- FENCE
- X---X--- GUARDRAIL

- [Cross-hatched box] EXISTING GABION
- [Diagonal hatched box] CONCRETE REMOVAL

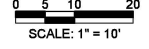
NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

NOTE:

- CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION.



DEMOLITION PLAN
SCALE: 1" = 10'



**EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2**

DEMOLITION PLAN

DATE JUNE 2022	SCALE 1" = 10'	SHEET 2-3
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CITY OF SANTA FE GENERAL NOTES:

Santa Fe Engineering
EC Consultants, LLC

CITY OF SANTA FE PROJECT #

SHEET NO.

41

1. **EXCAVATION PERMIT:** THE CONTRACTOR SHALL OBTAIN AN EXCAVATION/STREET CUT PERMIT FROM THE CITY OF SANTA FE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THESE PERMITS WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. PERMITS MAY BE OBTAINED FROM THE CITY OF SANTA FE STREETS AND DRAINAGE MAINTENANCE DIVISION, 1142 SILER ROAD, PHONE (505) 955-3000.
2. **REMOVALS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE COMPENSATION FOR UNLISTED REMOVALS.
3. **PUBLIC ACCESS TO LOCAL BUSINESSES AND RESIDENCES:** THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF ANY SCHEDULED ACCESS MODIFICATIONS, AT LEAST 48 HOURS IN ADVANCE, WITH THE PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
4. **UTILITY LOCATIONS:** THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE. THIS INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES. CONTACT NEW MEXICO ONE CALL SYSTEM INC. AT 1-800-321-ALER(T) [1-800-321-2537].
5. **CLEANING OF EXISTING STRUCTURES:** THE CONTRACTOR SHALL CLEAN ALL EXISTING STRUCTURES THAT ARE TO REMAIN OPERATIONAL, PRIOR TO INITIATING STRUCTURE EXTENSION WORK. STRUCTURES SHALL BE CLEAN PRIOR TO FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
6. **SPECIFICATION:** FOR THIS PROJECT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) WILL BE USED. REFERENCES TO THE DEPARTMENT SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT.
7. **QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE:** THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED. QUANTITIES SHOWN IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY.
8. **ALL TRAFFIC CONTROL DEVICES:** SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THESE DEVICES SHALL ALSO COMPLY WITH THE CURRENT EDITION, WITH REVISIONS, OF THE M.U.T.C.D.
9. **CONTRACTOR COORDINATION WITH UTILITIES:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATION WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENTLY WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND IS HEREBY REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6, COOPERATION WITH UTILITIES, AND 107.18, CONTRACTOR'S RESPONSIBILITY FOR WORK, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (2019 EDITION).
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT, REGARDLESS OF THE AVAILABILITY OF WATER. THE COST OF WATER WILL BE INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
11. THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CITY OF SANTA FE NOISE ORDINANCES SFCC 10-2.4 B.(5)(a) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIAL ZONED AREAS BETWEEN THE HOURS OF 5:00PM AND 8:00AM THE FOLLOWING DAY. IN ACCORDANCE WITH SFCC 10-2.8 PERMITS, THE CONTRACTOR MAY REQUEST APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.
12. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS BETWEEN THE HOURS OF 7:00AM TO 8:30AM AND 4:00PM TO 6:00PM, MONDAY THRU FRIDAY SO AS TO NOT IMPEDE RUSH HOUR TRAFFIC. THE CONTRACTOR SHALL COMPLY WITH CITY OF SANTA FE ORDINANCES, AS REQUIRED, REGARDING WORKING HOUR LIMITATIONS. AT ALL TIMES, ACCESS SHALL BE PROVIDED TO PROPERTIES AND BUSINESSES.
13. POSSIBLE STAGING ACCESS AREAS IDENTIFIED IN THE PLANS FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING/ SECURING THEIR OWN STAGING/ ACCESS LOCATIONS AND ENSURE ALL YARD SITES AND ACCESS ROUTES COMPLY WITH NPDES REGULATIONS. CONSTRUCTION YARD AND INSTALLATION/ MAINTENANCE OF PROPER NPDES CONTROLS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 621000 – "MOBILIZATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
14. ALL DIMENSIONS ON PLANS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THIS WORK.
15. **CPM SCHEDULE:** THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE AT THE PRECONSTRUCTION CONFERENCE. THE CRITICAL PATH PROJECT SCHEDULE IS TO INCLUDE LOGIC POINTS, OR PRODUCTION LEVELS, USED IN ITS DEVELOPMENT. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
16. **LANDFILL FEES:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES. THESE FEES SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
17. THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR RIGHT-OF-WAY LIMITS. PARKING OF PRIVATE VEHICLES SHALL NOT BE ALLOWED ALONG CONSTRUCTION AREAS THROUGHOUT THE CONSTRUCTION LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, ACROSS, OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.
18. **PROTECTION OF SURVEY MONUMENTS:** THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK", NATIONAL GEODETIC SURVEY, MARCH 1990, CONTACT: NGS MARK PRESERVATION CENTER – NOAA, TELEPHONE (505) 768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
19. PUBLIC NOTIFICATION OF LANE CLOSURES: THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL OF THE PROJECT MANAGER, THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. IN ADDITION THE CONTRACTOR SHALL CONCURRENTLY PROVIDE THE SAME INFORMATION TO THE CITY OF SANTA FE'S PUBLIC INFORMATION OFFICE; CONTACT PERSON IS JODI PORTER AT (505) 955-6045. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT FOR THESE ADVISORIES.
20. APPROPRIATE SIDEWALK AND TRAIL CLOSURE SIGNAGE AND PEDESTRIAN DETOURS MEETING ADA REQUIREMENTS SHALL BE INSTALLED PER THE MUTCD FOR TEMPORARY CONSTRUCTION ACTIVITIES AFFECTING PEDESTRIAN TRAVEL. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE PRICE FOR ITEM 618000 – "TRAFFIC CONTROL MANAGEMENT".
21. **CONSTRUCTION YARD:** THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S OWN EXPENSE AND WITHOUT LIABILITY TO THE OWNER ANY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. NPDES SWPPP MEASURES AND INSPECTIONS TO ANY SUCH AREA OR YARD UTILIZED FOR PURPOSES OF THE PROJECT MAY APPLY. SEE NOTE #13.
ASPHALT DISPOSAL: THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT MATERIAL REMOVED ON THIS PROJECT BY HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL, THE COST IS INCLUDED IN ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".
23. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE, INCLUDING UTILITIES. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO AVOID DAMAGE TO ANY ADJACENT STRUCTURES. ANY NON-NECESSARY REMOVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THEIR REPLACEMENT.
24. **BI-WEEKLY PROJECT MEETING:** THE CONTRACTOR SHALL COORDINATE AND CONDUCT A BI-WEEKLY PROJECT MEETING DURING CONSTRUCTION, IN COORDINATION WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MEETING LOCATION AND SHALL INVITE APPROPRIATE CITY STAFF & UTILITY COMPANY REPRESENTATIVES. THE COST ASSOCIATED WITH THESE WEEKLY MEETINGS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASUREMENT OR PAYMENT WILL BE MADE.
25. **PROTECTION OF WORK:** DURING REMOVAL OPERATIONS IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED AREAS FROM THE ELEMENTS. THE CONTRACTOR SHALL NOT LEAVE ANY AREAS EXPOSED FOR MORE THAN 48 HOURS. THE CONTRACTOR SHALL NOT LEAVE ANY TRENCHES OPEN OVERNIGHT WITHOUT PROPER PROTECTION DEVICES IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY SURFACE OR SUBSURFACE DAMAGE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
26. **ADA COMPLIANCE:** THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK & CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWINGS, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CONTRACTOR SHALL ENSURE THAT ANY TEMPORARY PEDESTRIAN DETOURS MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND TO HAVE THE CONTRACTOR REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT HIS COST THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
GENERAL NOTES			
DATE	SCALE	SHEET	
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CITY OF SANTA FE GENERAL NOTES (CONT'D):

27. **PRECONSTRUCTION CONFERENCE:** ATTENDANCE AT THE PRECONSTRUCTION CONFERENCE (PRECON) AND PROGRESS MEETINGS IS MANDATORY. AT THE PRECON CONTRACTOR SHALL SUBMIT THE FOLLOWING:
 - COPY OF CONTRACTOR'S LICENSE
 - COPY OF LIABILITY INSURANCE
 - COMPLETED PERMIT APPLICATIONS, FEES, AND PROOF OF BOND
 - TRAFFIC CONTROL PLAN (STAMPED BY PROFESSIONAL ENGINEER)
 - PRE-PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AT A LATER DATE)
 - PROJECT SCHEDULE (SEE NOTE #15)
 - LIST OF SUBCONTRACTORS
 - COPY OF COMPLETED NOI WITH SWPP CONTROLS IN PLACE
 THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
28. **WARPING OF SLOPES:** THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION EASEMENT LIMITS.
29. ALL LOCATIONS SHALL BE VERIFIED BY THE PROJECT MANAGER PRIOR TO REMOVALS. ANY REMOVALS NOT DEEMED NECESSARY BY THE PROJECT MANAGER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
30. **HANDLING OF MATERIAL:** THE CONTRACTOR MAY BE REQUIRED TO DOUBLE HANDLE MATERIAL NEEDED FOR THIS PROJECT. THE COST ASSOCIATED TO DOUBLE HANDLE SUCH MATERIAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASURE OR PAYMENT WILL BE MADE.
31. **NMOT STANDARD DRAWINGS:** MAY BE FOUND AT THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
32. **NMOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION:** MAY BE FOUND THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
33. **CONTRACTOR WEEKLY WORK SCHEDULE:** THE CONTRACTOR SHALL SUBMIT FOR THE CITY PROJECT MANAGER'S APPROVAL A WEEKLY WORK SCHEDULE (DESCRIBE ACTIVITIES AND DAY & HOURS TO BE WORKED) AT THE PRECONSTRUCTION MEETING. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR DETERMINES A CHANGE TO THEIR REGULAR WORK SCHEDULE IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A REVISED WORK SCHEDULE TO THE CITY PROJECT MANAGER FOR APPROVAL AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED WORK WEEK TO ALLOW THE CITY SUFFICIENT TIME TO SCHEDULE CITY INSPECTION PERSONNEL.
34. **MAINTENANCE AND TRAFFIC CONTROL:** THE CONTRACTOR SHALL HAVE T.C. CERTIFIED PERSONNEL AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK TO INSPECT AND MAINTAIN DETOURS AND TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE TO TAKE ADEQUATE PRECAUTIONS DURING INCLEMENT WEATHER SO THAT TRAFFIC IS NOT SUBJECT TO UNDUE DANGER. THIS WORK SHALL BE INCLUDED IN ITEM NO. 618000 – TRAFFIC CONTROL MANAGEMENT AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
35. **GRAFFITI-FREE WORK ZONE:** THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE GRAFFITI FROM ALL EQUIPMENT, MATERIALS AND WORK, WHETHER PERMANENT OR TEMPORARY, WITHIN 24 HOURS. THIS PROVISION INCLUDES GRAFFITI OR OTHER MARKINGS ON INSTALLED CONCRETE SURFACES. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF CONCRETE AND OTHER PAVED SURFACES INSTALLED AS PART OF THE PROJECT.
36. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY STREETS DIVISION AT LEAST SEVEN (7) DAYS PRIOR TO THE START OF WORK. TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. THE CITY STREETS DIVISION MAY BE REACHED AT (505) 955-3000.
37. **FINAL RECORD DRAWINGS,** REFLECTING SUBSTANTIAL CHANGES TO THE ORIGINAL DESIGN DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR'S SURVEYOR FOR APPROVAL TO THE ENGINEER. SAID PLANS SHALL BE APPROVED BY APPLICABLE CITY DIVISIONS PRIOR TO FINAL ACCEPTANCE OF PROJECT WORK FOR MAINTENANCE RESPONSIBILITY AND THE BEGINNING OF THE WARRANTY PERIOD. SEE SPECIAL NOTE 8, SHEET 4-3 FOR ADDITIONAL INFORMATION.

ENVIRONMENTAL NOTES:

1. **DISPOSAL OF UNSUITABLE MATERIALS AND DEBRIS,** ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE: UNSUITABLE CONSTRUCTION MATERIALS AND DEBRIS FROM CLEARING AND GRUBBING ARE TO BE PLACED IN AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE SECURED AND COORDINATED BY THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO NOTIFY THE PROJECT MANAGER, IN WRITING, OF THE DETAILS OF THE DISPOSAL OPERATION. BORROW MATERIAL, ROCK WASTE, VEGETATIVE DEBRIS, ETC., SHALL NOT BE PLACED IN WETLAND AREAS OR AREAS WHICH MAY IMPACT ENDANGERED SPECIES OR ARCHAEOLOGICAL RESOURCES. AN ARCHAEOLOGICAL SURVEY AND ENVIRONMENTAL CLEARANCE SHALL BE OBTAINED BY THE CONTRACTOR BEFORE DISPOSAL SITES ARE ACCEPTED IN ACCORDANCE WITH SUBSECTION 107.12 – CONTRACTOR'S RESPONSIBILITY FOR ARCHAEOLOGICAL CLEARANCE.
2. **REPORTING AND CLEAN UP OF SPILLS.** THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEAN UP OF SPILLS ASSOCIATED WITH PROJECT CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING PAST SPILLS ENCOUNTERED DURING CONSTRUCTION AND OF CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION. REPORTS SHALL BE MADE IMMEDIATELY TO THE NM ENVIRONMENT DEPARTMENT 24 HOUR ENVIRONMENTAL EMERGENCY AT 505-827-9329 OR 866-428-6535 AND TO THE PROJECT MANAGER. ANY UNREPORTED SPILLS IDENTIFIED AFTER CONSTRUCTION SHALL BE CLEANED UP BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BEAR THE FULL COST OF THE CLEAN UP OF SPILLS.
3. **CONTRACTOR'S ACTIVITIES IN THE VICINITY OF WATERWAYS:** ALL WORK IN THE VICINITY OF LIVE STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRIGATION SUPPLIES SHALL BE AFFECTED IN SUCH A MANNER AS TO MINIMIZE VEGETATION REMOVAL, SOIL DISTURBANCE, AND EROSION. CROSSINGS OF LIVE STREAMS WITH HEAVY EQUIPMENT SHALL BE MINIMIZED, AS DETERMINED BY THE PROJECT MANAGER. EQUIPMENT REFUELING, MAINTENANCE, AND CEMENT DUMPING IN THE VICINITY OF WATER COURSES ARE STRICTLY PROHIBITED AND SHALL BE PERFORMED IN PROPER CONTAINMENT AREAS. IN CASES WHERE PROJECT ACTIVITIES FALL UNDER THE PERMIT CONDITIONS OF CLEAN WATER ACT SECTIONS 404 AND 401, THE MORE STRINGENT AND HIGHER STANDARDS FOR COMPLIANCE SHALL APPLY.
4. **DISTURBED AREAS SHALL BE REVEGETATED** IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 7-1. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
5. **404 PERMIT AND 401 WATER QUALITY CERTIFICATION:** THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS AND RECOMMENDATIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS (CORPS) APPLICABLE 404 PERMIT (ACTION NO. SPA-2014-00145-ABQ) AND THE NEW MEXICO ENVIRONMENTAL DEPARTMENT SURFACE WATER QUALITY BUREAU (NMED SWQB) 401 WATER QUALITY CERTIFICATION.
6. **PRIOR TO CONSTRUCTION,** A SURVEY FOR PRAIRIE DOGS AND BURROWING OWLS SHALL BE CONDUCTED BY THE CONTRACTOR THROUGHOUT THE PROJECT LIMITS AND WITHIN THE EXISTING RIGHT-OF-WAY. PRAIRIE DOG SURVEYS SHALL BE CONDUCTED BETWEEN APRIL AND SEPTEMBER. IF PRAIRIE DOGS ARE FOUND, THEY SHALL BE RELOCATED IN COMPLIANCE WITH CITY OF SANTA FE ORDINANCES TO AN APPROPRIATE HABITAT OUTSIDE OF THE BREEDING SEASON (MAY 1 – JUNE 15).
7. **IN THE EVENT PRAIRIE DOGS ARE LOCATED WITHIN THE PROJECT LIMITS** DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROJECT MANAGER. THE CONTRACTOR IS HEREBY ADVISED OF THE CITY OF SANTA FE ORDINANCE NO. 2001-35 REGARDING THE HUMANE RELOCATION OF GUNNISON PRAIRIE DOGS AND SHALL BE REQUIRED TO ADHERE TO ALL FACETS OF THE ORDINANCE IF THE NEED ARISES.

LIST OF INCIDENTALS		
NO.	DESCRIPTION	NOTE NO.
1	PERMITS	1
2	UTILITY LOCATIONS	4
3	STRUCTURE CLEANING	5
4	CONSTRUCTION WATER	10
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6	PUBLIC NOTIFICATION	19
7	PRECONSTRUCTION SUBMITTALS, SCHEDULE, & PROGRESS MEETINGS	15, 24, 27
8	MATERIAL HANDLING	30

TESCP, NPDES, SWPPP ADDITIONAL NOTES:

1. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL. SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.
2. THE CONTRACTOR SHALL COMPLY WITH ALL REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FOR INFORMATION CONTACT THE NPDES CONTACT FOR THE CITY OF SANTA FE AT (505) 955-2132. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS FOR NPDES COMPLIANCE. IMPROVEMENTS INCLUDED IN THIS PROJECT MAY QUALIFY AS NPDES BMPS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING NPDES APPLICATIONS AND NOTICES OF INTENT (NOI), DEVELOPING STORM WATER POLLUTION PREVENTION (SWPP) PLANS, AND MONITORING. A COPY OF THE SWPPP, NOI, AND OTHER NPDES DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF SANTA FE STORM WATER MANAGEMENT SECTION AND THE CITY'S PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED BOTH DURING AND AFTER CONSTRUCTION TO PREVENT, TO THE EXTENT PRACTICABLE, POLLUTANTS IN STORM WATER FROM ENTERING WATERS OF THE U.S.
5. **CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS-** SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCTIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.



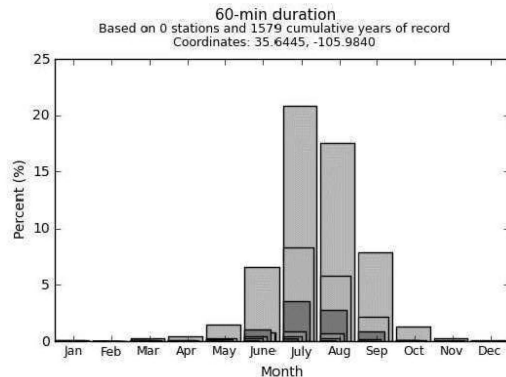
NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
GENERAL NOTES			
DATE	SCALE	SHEET	
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UTILITY GENERAL NOTES:

- EXISTING UTILITIES:** THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK MAY INCLUDE POT HOLING. COSTS ASSOCIATED WITH LOCATING EXISTING UTILITIES ARE CONSIDERED INCIDENTAL AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. IF EXISTING UTILITIES ARE DAMAGED DURING POT HOLE OPERATIONS OR DURING CONSTRUCTION ALL WORK OR COSTS ASSOCIATED WITH REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- CONTRACTOR COORDINATION WITH UTILITY OWNERS:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATING WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6 – COOPERATION WITH UTILITIES, AND 107.20 – CONTRACTOR'S RESPONSIBILITY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY & BRIDGE CONSTRUCTION, 2019 EDITION
- CONTRACTOR SHALL PREVENT ANY DEBRIS FROM ENTERING THE SANITARY SEWER DURING CONSTRUCTION. SPECIAL ATTENTION SHALL BE GIVEN TO THE SANITARY SEWER TO PREVENT STOPPAGE OR DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH ANY MAINTENANCE, INCLUDING BY-PASS PUMPING OR DAMAGES CAUSED BY CONSTRUCTION.
- THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION OR TIME EXTENSION FOR DELAYS OR INCONVENIENCES OR DAMAGES SUSTAINED DUE TO ANY INTERFERENCE FROM SAID UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM RESULTING FROM CONTRACTOR'S NEGLIGENCE.
- CENTURY LINK (OR OTHER) FIBER OPTIC LINE:** THE CONTRACTOR SHALL NOTIFY CENTURY LINK 72 HOURS IN ADVANCE OF ANY EXCAVATION WORK IN THE AREA OF A FIBER OPTIC LINE. THE CONTRACTOR SHALL COORDINATE WITH CENTURY LINK DURING EXCAVATION SO CENTURY LINK CAN PROVIDE THE LABOR AND MATERIAL TO PROPERLY SUPPORT THE FIBER OPTIC LINE BEFORE SOIL IS REMOVED FROM UNDER THE LINE. COORDINATION OF WORK SHALL BE INCIDENTAL TO THE PROJECT.

POTENTIAL WORKZONE FLOODING:

THE CONTRACTOR SHOULD BE AWARE OF TYPICAL PRECIPITATION AND RUNOFF PATTERNS IN THIS AREA AND CONSIDER THE POTENTIAL DANGER OF FLOODING WITHIN THE ARROYO DE LOS CHAMISOS. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT HIS WORK AND PERSONNEL. THIS IS INCIDENTAL TO THE PROJECT.



NOAA/NWS/NWC/HDSC

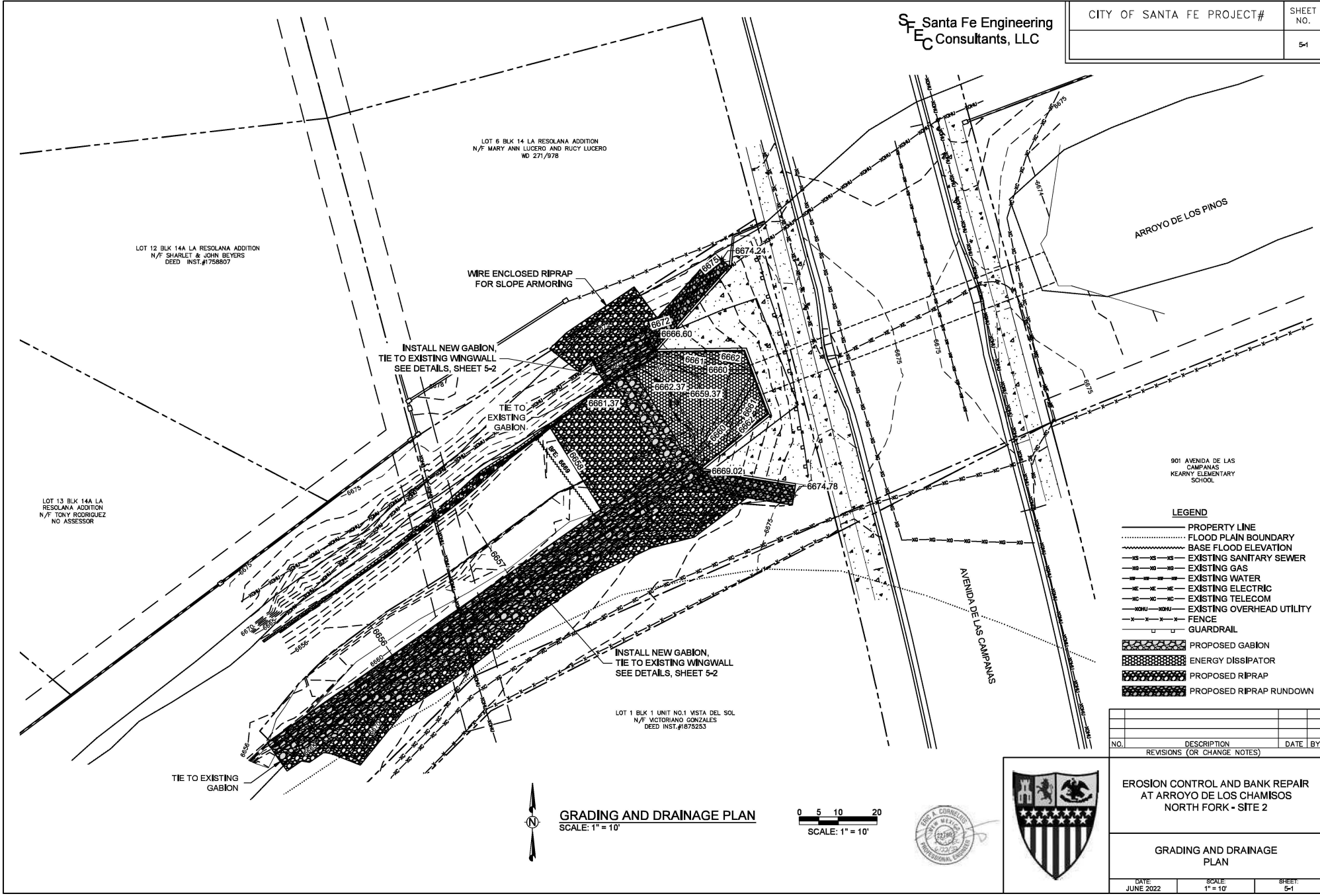
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SPECIAL NOTES:

- THE CONTRACTOR'S SURVEYOR SHALL COORDINATE WITH DAWSON SURVEYS, INC. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROPOSED GRADES, INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, PROPERTY LINES, RIGHT OF WAY, SETBACKS, AND TOPOGRAPHY PRIOR TO CONSTRUCTION. ANY DEVIATIONS SHALL BE REPORTED TO THE ENGINEER.
- THE EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS HAVE BEEN COMPILED FROM MULTIPLE SOURCES, INCLUDING UTILITY LOCATES, AND FIELD SURVEYS (AS COMPILED BY DAWSON SURVEYS, INC.). IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POT HOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ARROYO DEL LOS CHAMISOS TRAIL IF REPAIR IS NEEDED, THE CONTRACTOR SHALL CUT AND PATCH THE EXISTING TRAIL TO MATCH EXISTING SURFACE THICKNESS AS DIRECTED BY THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE/TRANSPLANT VEGETATION INCLUDING BUT NOT LIMITED TO (TREES, SHRUBS, BUSHES, NATIVE GRASSES). CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE SHEETS 1-3, REVEGETATION AND ENVIRONMENTAL NOTES, AND 7-1, BEST MANAGEMENT PRACTICES.
- CONTRACTOR SHALL CONFINE WORK AREAS TO THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
- THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PEDESTRIAN TRAFFIC DETOUR PLAN TO INCLUDE FLAGGING OPERATIONS, COVERING THE EXCAVATION, AND PROVIDING A TEMPORARY BASE COURSE WALKWAY THAT IS ADA ACCESSIBLE AROUND THE CONSTRUCTION ZONE ON THE EXISTING TOP OF BANK. SAID WALKWAY SHALL BE MAINTAINED TO ENSURE ADA COMPLIANCE. TRAFFIC AND PEDESTRIAN CONTROL PLAN WILL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER. SEE CITY OF SANTA FE GENERAL NOTE #20, FOR ADDITIONAL INFORMATION.
- MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT. THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
GENERAL NOTES			
DATE	SCALE	SHEET	
JUNE 2022	N.T.S.	43	



LOT 6 BLK 14 LA RESOLANA ADDITION
 N/F MARY ANN LUCERO AND RUCY LUCERO
 WD 271/978

LOT 12 BLK 14A LA RESOLANA ADDITION
 N/F SHARLET & JOHN BEYERS
 DEED INST.#1758807

LOT 13 BLK 14A LA RESOLANA ADDITION
 N/F TONY RODRIGUEZ
 NO ASSESSOR

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
 N/F VICTORIANO GONZALES
 DEED INST.#1875253

ARROYO DE LOS PINOS

901 AVENIDA DE LAS CAMPANAS
 KEARNY ELEMENTARY SCHOOL

LEGEND

- PROPERTY LINE
- FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- x-x-x-x- EXISTING SANITARY SEWER
- x-x-x-x- EXISTING GAS
- x-x-x-x- EXISTING WATER
- x-x-x-x- EXISTING ELECTRIC
- x-x-x-x- EXISTING TELECOM
- x-x-x-x- EXISTING OVERHEAD UTILITY
- x-x-x-x- FENCE
- x-x-x-x- GUARDRAIL
- [Pattern] PROPOSED GABION
- [Pattern] ENERGY DISSIPATOR
- [Pattern] PROPOSED RIPRAP
- [Pattern] PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

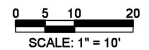
EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

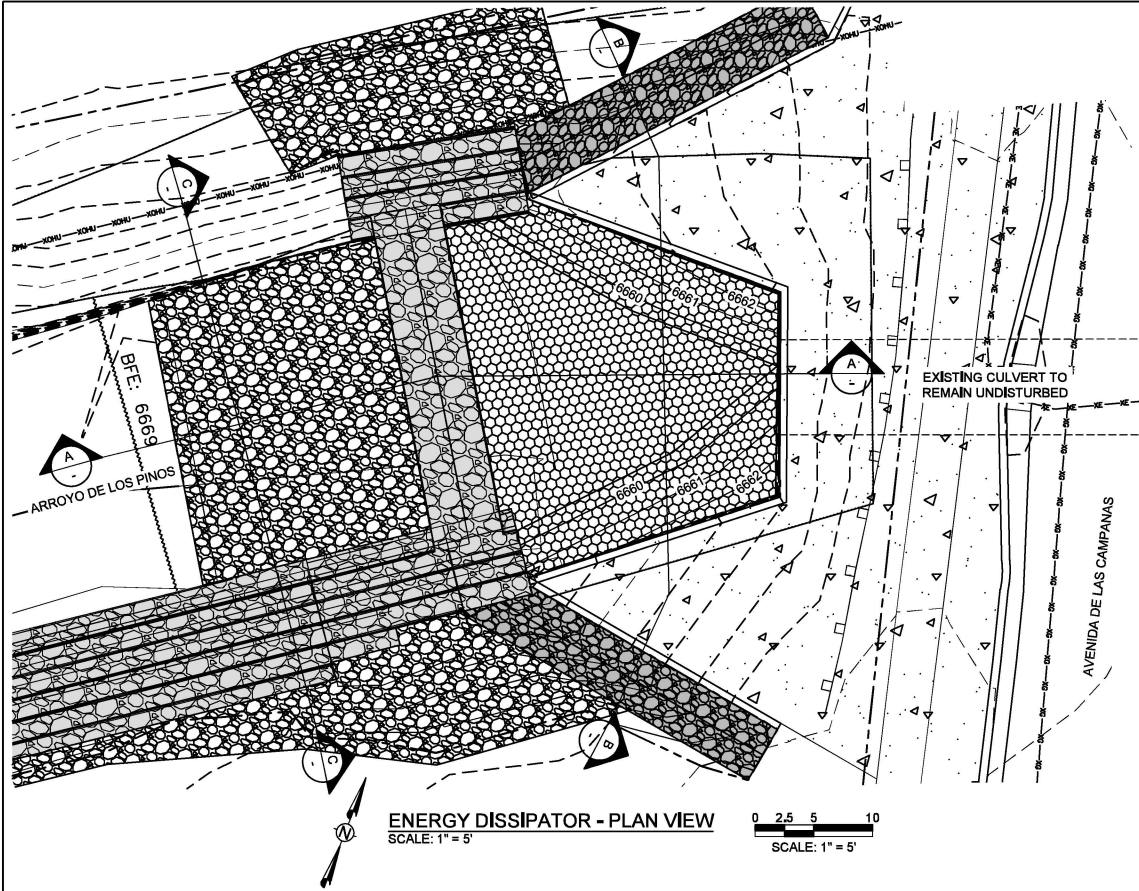
GRADING AND DRAINAGE PLAN

DATE JUNE 2022	SCALE 1" = 10'	SHEET 5-1
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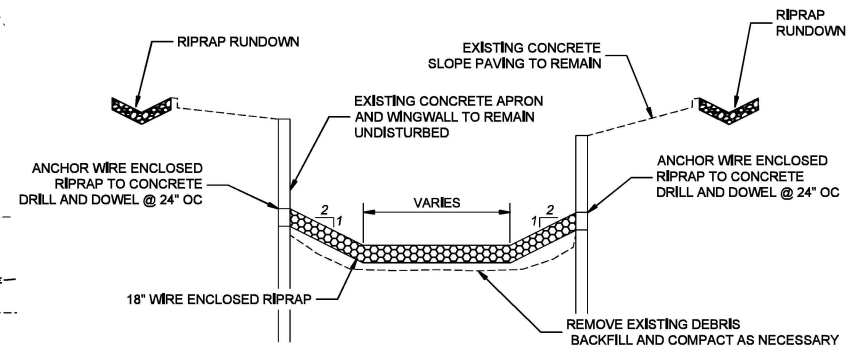


GRADING AND DRAINAGE PLAN
 SCALE: 1" = 10'

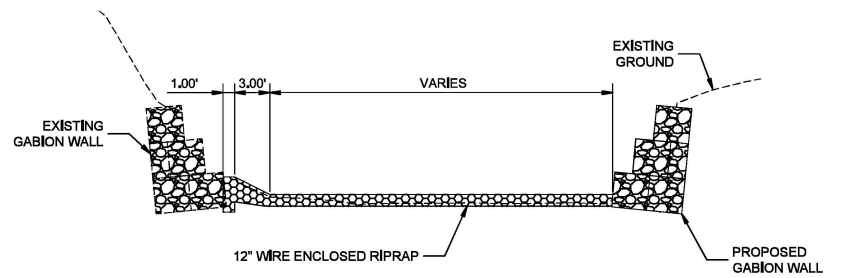




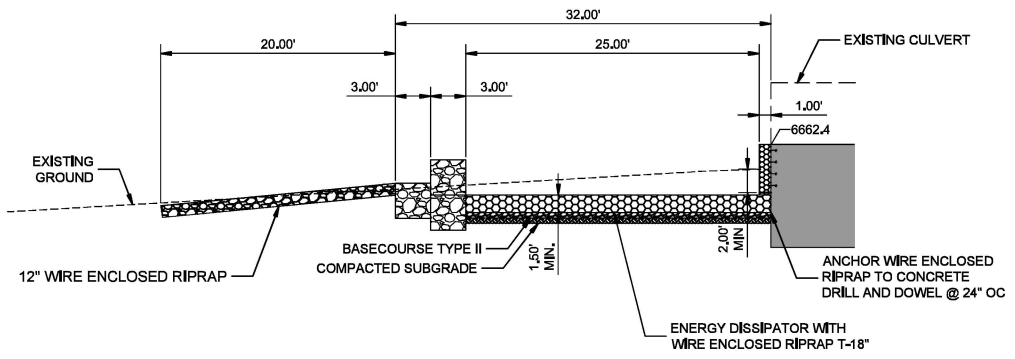
ENERGY DISSIPATOR - PLAN VIEW
 SCALE: 1" = 5'



SECTION B - SECTION ACROSS RIPRAP RUNDOWN
 SCALE: N. T. S.



SECTION C - SECTION ACROSS RIPRAP
 SCALE: N. T. S.



SECTION A - SECTION ACROSS ENERGY DISSIPATOR
 SCALE: 1" = 5'

- NOTES**
1. FLOWABLE FILL AS REQUIRED.
 2. SAWCUTTING OF EXISTING CONCRETE AS REQUIRED.
 3. BACKFILL BEHIND STRUCTURES.
 4. WORK AROUND EXISTING UTILITIES.
 5. ANCHOR WIRE ENCLOSED RIPRAP TO CONCRETE.
 6. TYPE II GEOTEXTILE.

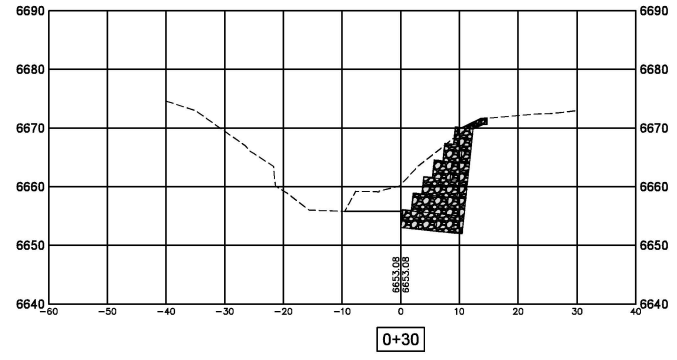
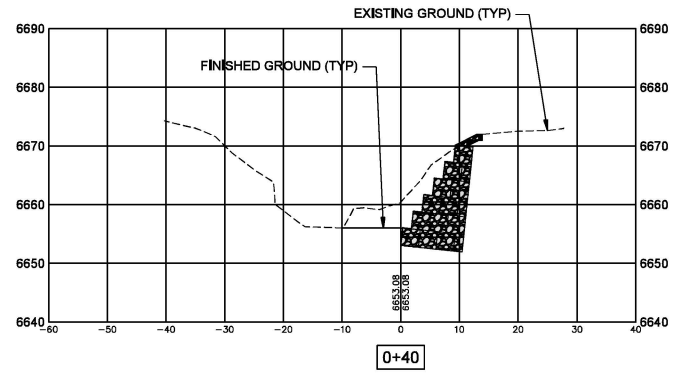
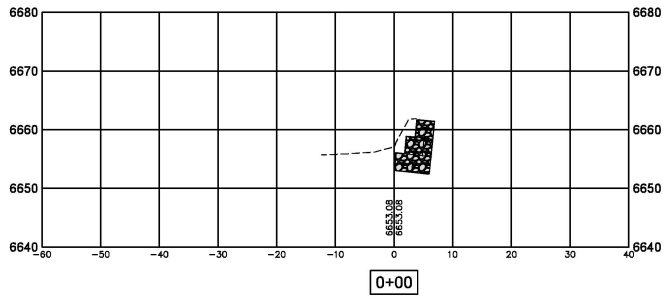
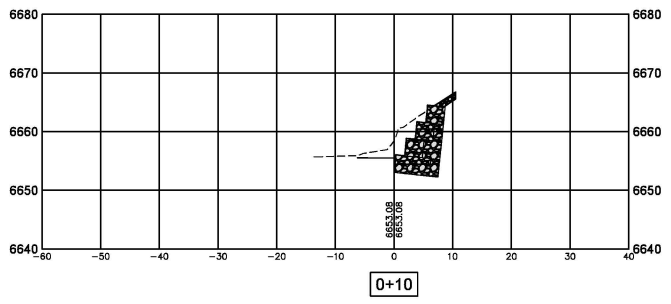
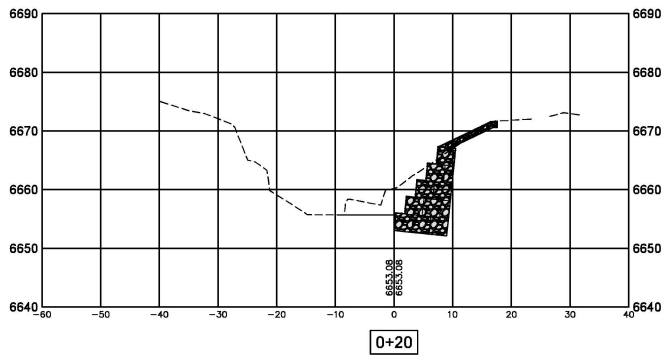


NO.	DESCRIPTION REVISIONS (OR CHANGE NOTES)	DATE	BY

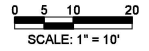
**EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2**

**ENERGY DISSIPATOR
 SECTIONS AND DETAILS**

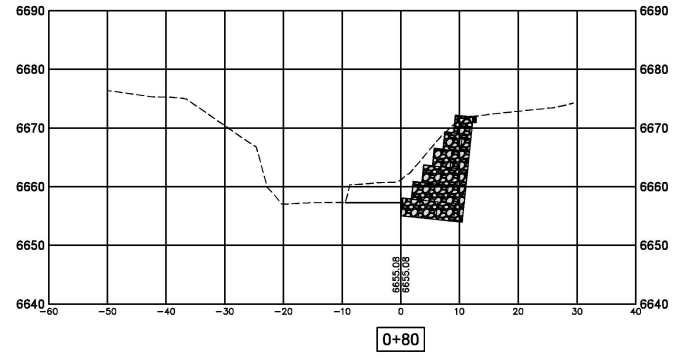
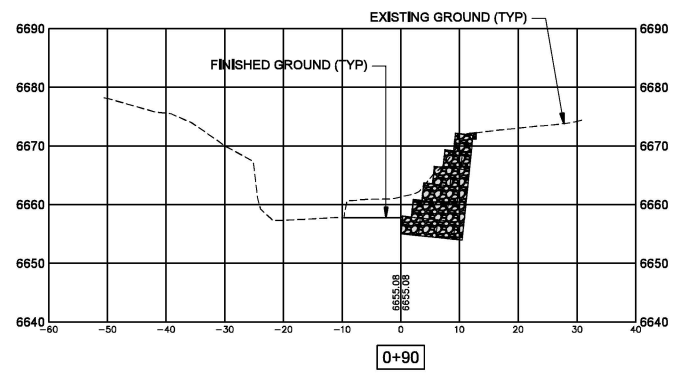
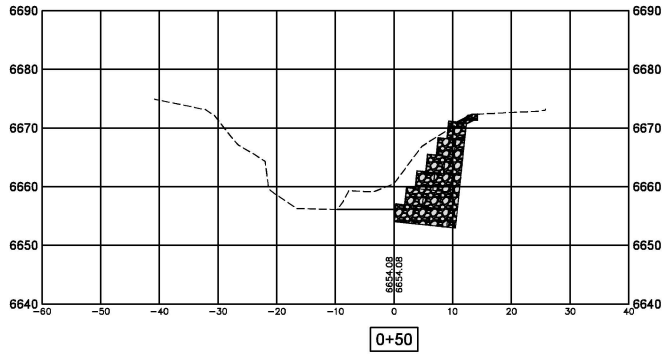
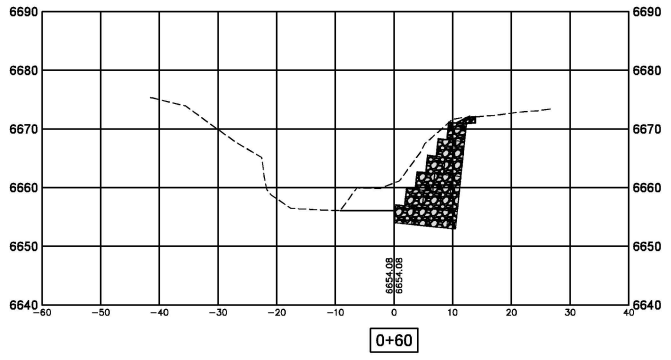
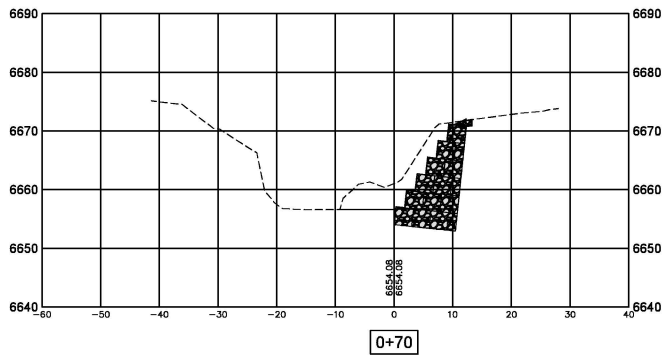
DATE: JUNE 2022	SCALE: AS NOTED	SHEET: 52
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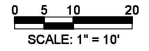
CHANNEL CROSS SECTIONS
 SCALE: 1" = 10'



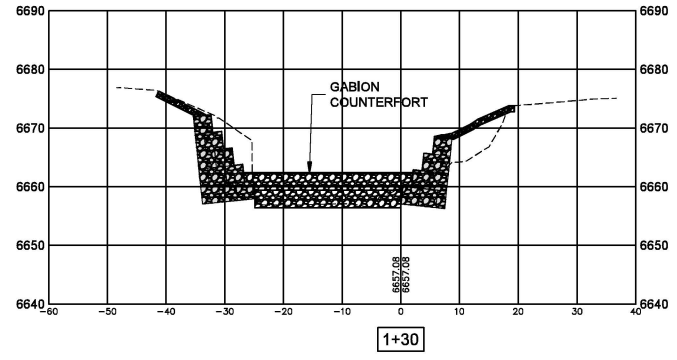
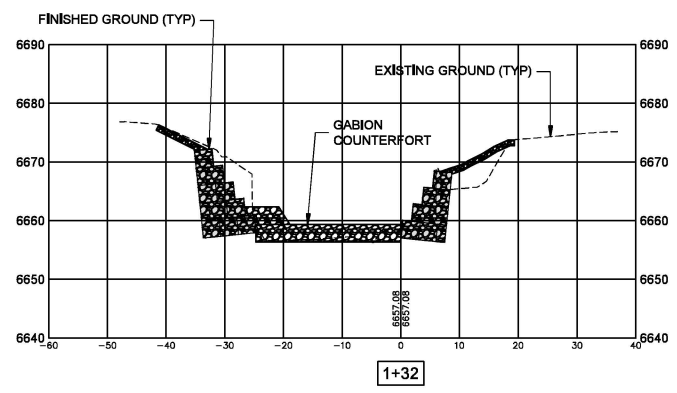
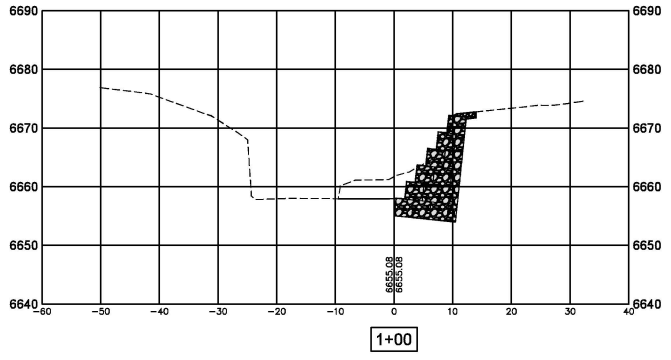
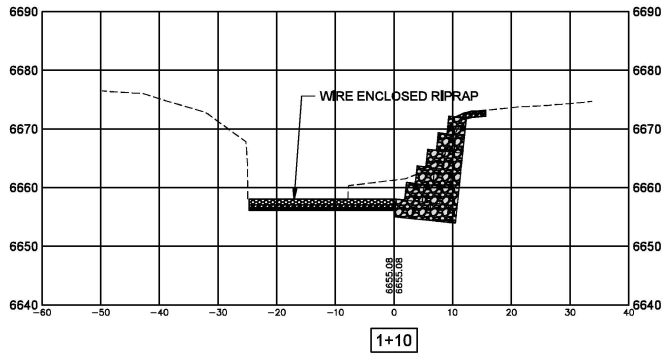
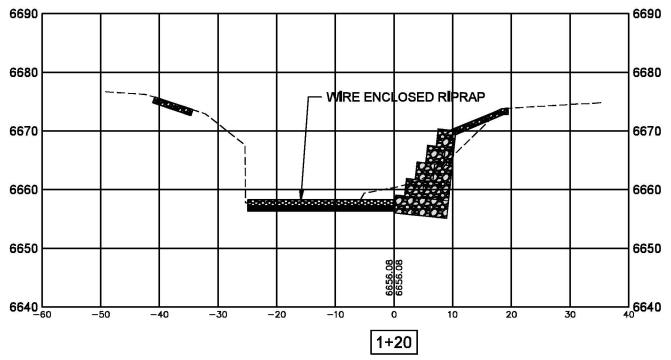
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
CHANNEL CROSS SECTIONS			
DATE:	SCALE:	SHEET	
JUNE 2022	1" = 10'	5-3	



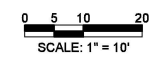
CHANNEL CROSS SECTIONS (CONT'D)
SCALE: 1" = 10'



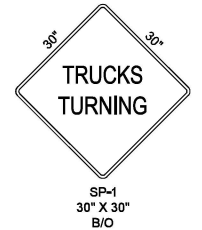
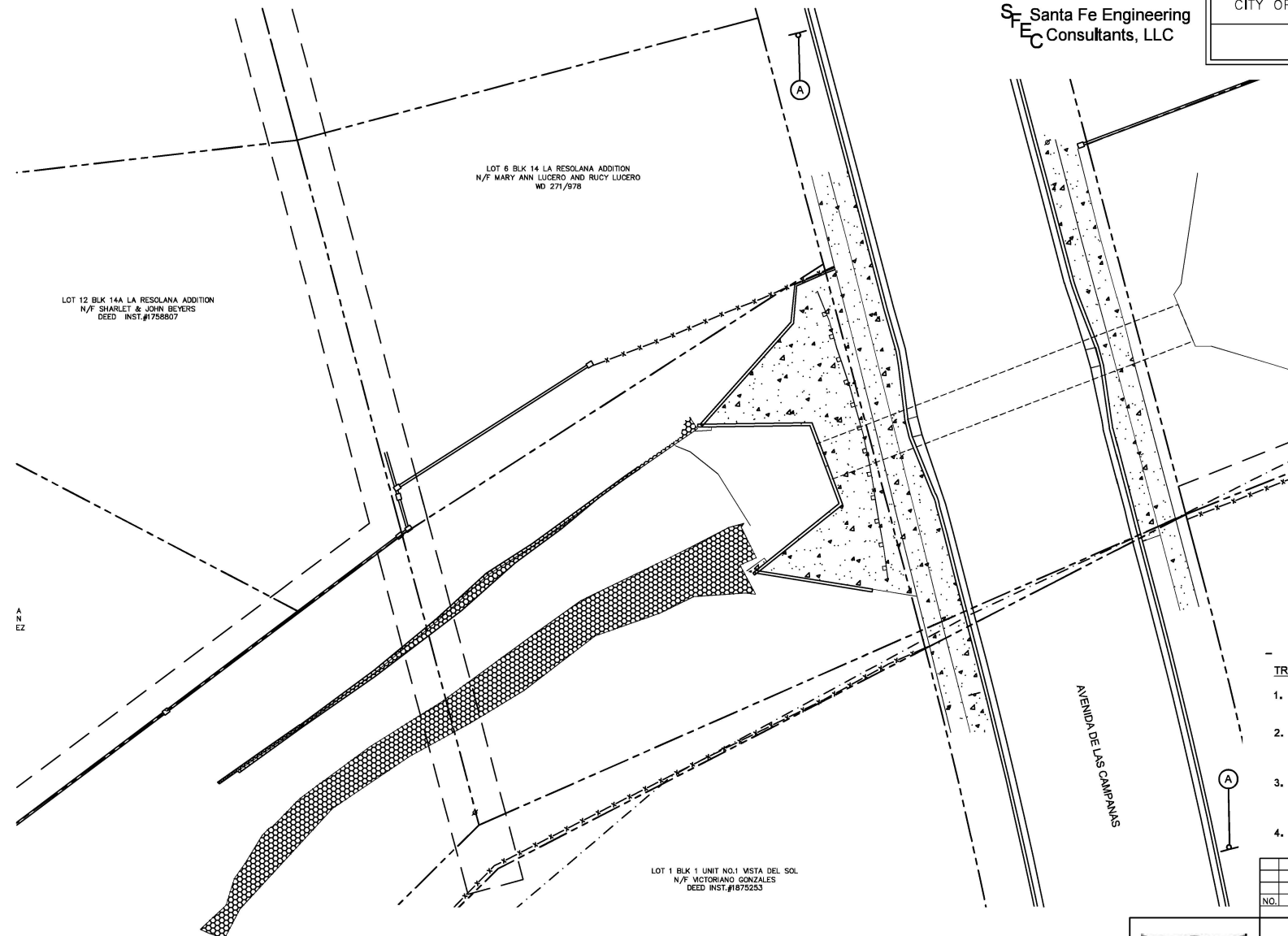
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	REVISIONS (OR CHANGE NOTES)		
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
CHANNEL CROSS SECTIONS (CONT'D)			
DATE:	SCALE:	SHEET	
JUNE 2022	1" = 10'	54	



CHANNEL CROSS SECTIONS (CONT'D)
 SCALE: 1" = 10'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
CHANNEL CROSS SECTIONS (CONT'D)			
DATE: JUNE 2022	SCALE: 1" = 10'	SHEET 56	



(A) SIGN FACE DETAIL
 SCALE: N.T.S.

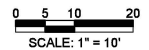
TRAFFIC CONTROL NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE LATEST MUTCD.
2. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF SANTA FE TRAFFIC ENGINEER.
3. CONTRACTOR SHALL ABIDE BY ALL CITY ORDINANCES REGARDING NOISE AND HOURS OF OPERATION.
4. SEE GENERAL NOTES, SHEETS 4-1 TO 4-3 FOR ADDITIONAL INFORMATION.

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		



TRAFFIC CONTROL PLAN
 SCALE: 1" = 10'



**EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2**

**CONSTRUCTION TRAFFIC
 CONTROL PLAN**

NOTE:
 THE CONTRACTOR IS TO PLAN ON PERIODIC REPAIR AND/OR REPLACEMENT OF BMPs. ANY PLACEMENT OF TEMPORARY EROSION CONTROL BMPs DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FACILITATE CONSTRUCTION OPERATIONS AND PHASING AND TO ELIMINATE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE "CONSTRUCTION GENERAL PERMIT". PRIOR TO REMOVING ANY BMPs, THE CITY OF SANTA FE SHALL BE NOTIFIED FOR APPROVAL.

SF Santa Fe Engineering
 EC Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	7-1

LOT 6 BLK 14 LA RESOLANA ADDITION
 N/F MARY ANN LUCERO AND RUCY LUCERO
 DEED INST.#1758807

LOT 12 BLK 14A LA RESOLANA ADDITION
 N/F SHARLET & JOHN BEYERS
 DEED INST.#1758807

LOT 6 BLK 14 LA RESOLANA ADDITION
 N/F MARY ANN LUCERO AND RUCY LUCERO
 DEED INST.#1758807

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
 N/F VICTORIANO GONZALES
 DEED INST.#1875253

EXISTING CULVERT TO
 REMAIN UNDISTURBED

INSTALL BMP
 SEE SHEETS 8-1 TO 8-3

ARROYO DE LOS PINOS

901 AVENIDA DE LAS CAMPANAS
 KEARNY ELEMENTARY SCHOOL

AVENIDA DE LAS CAMPANAS

LEGEND

--- PROPERTY LINE

LEGEND

--- INSTALL BMP
 SEE SHEETS 8-1 TO 8-3

→ FLOW DIRECTION

➔ DISCHARGE POINT

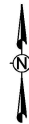
- - - SLOPE LIMITS

NO.	DESCRIPTION REVISIONS (OR CHANGE NOTES)	DATE	BY

EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

TEMPORARY EROSION AND
 SEDIMENT CONTROL
 MEASURES PLAN

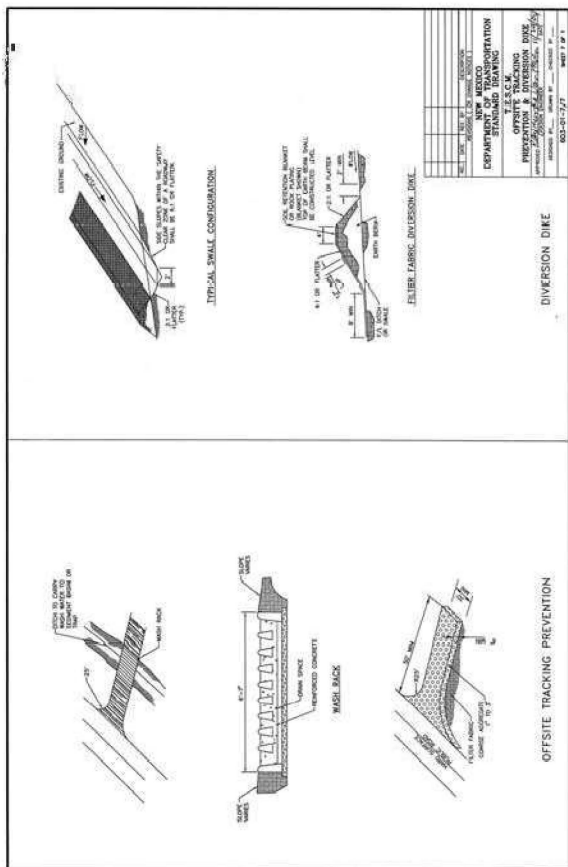
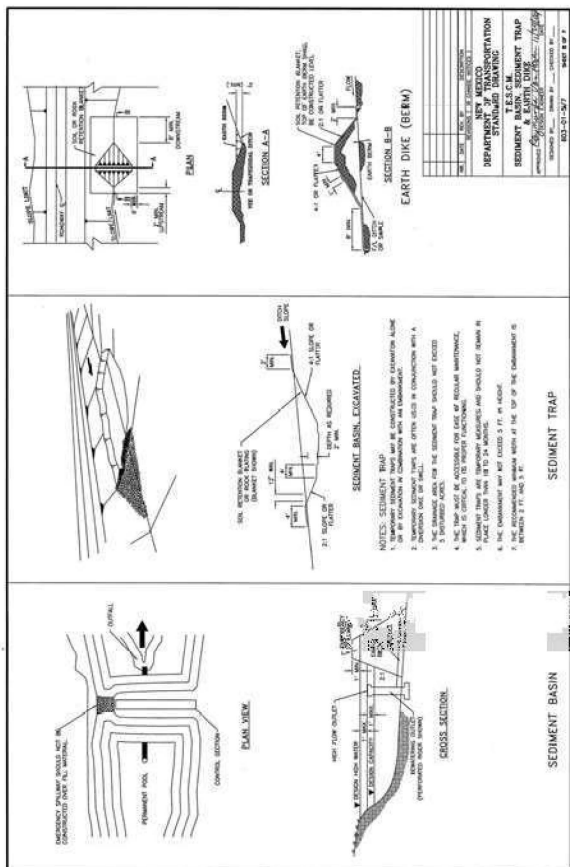
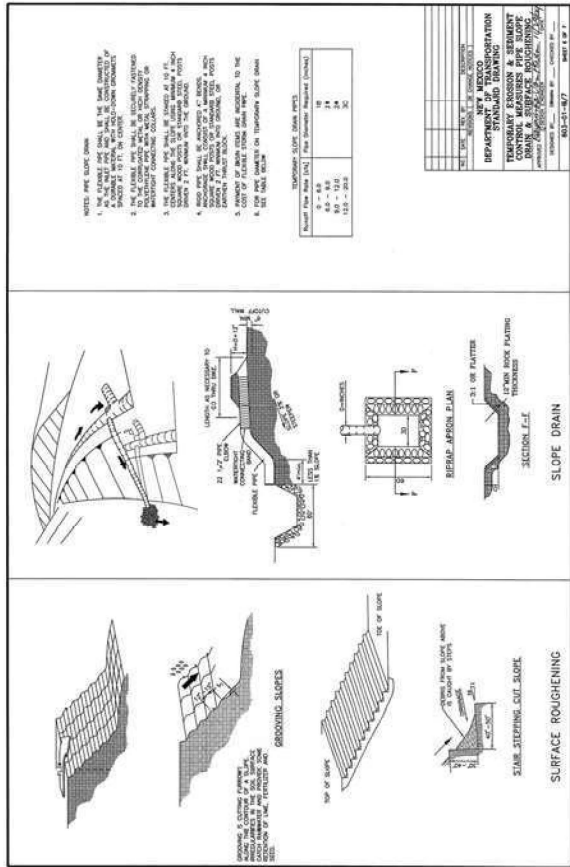
DATE JUNE 2022	SCALE 1" = 10'	SHEET 7-1
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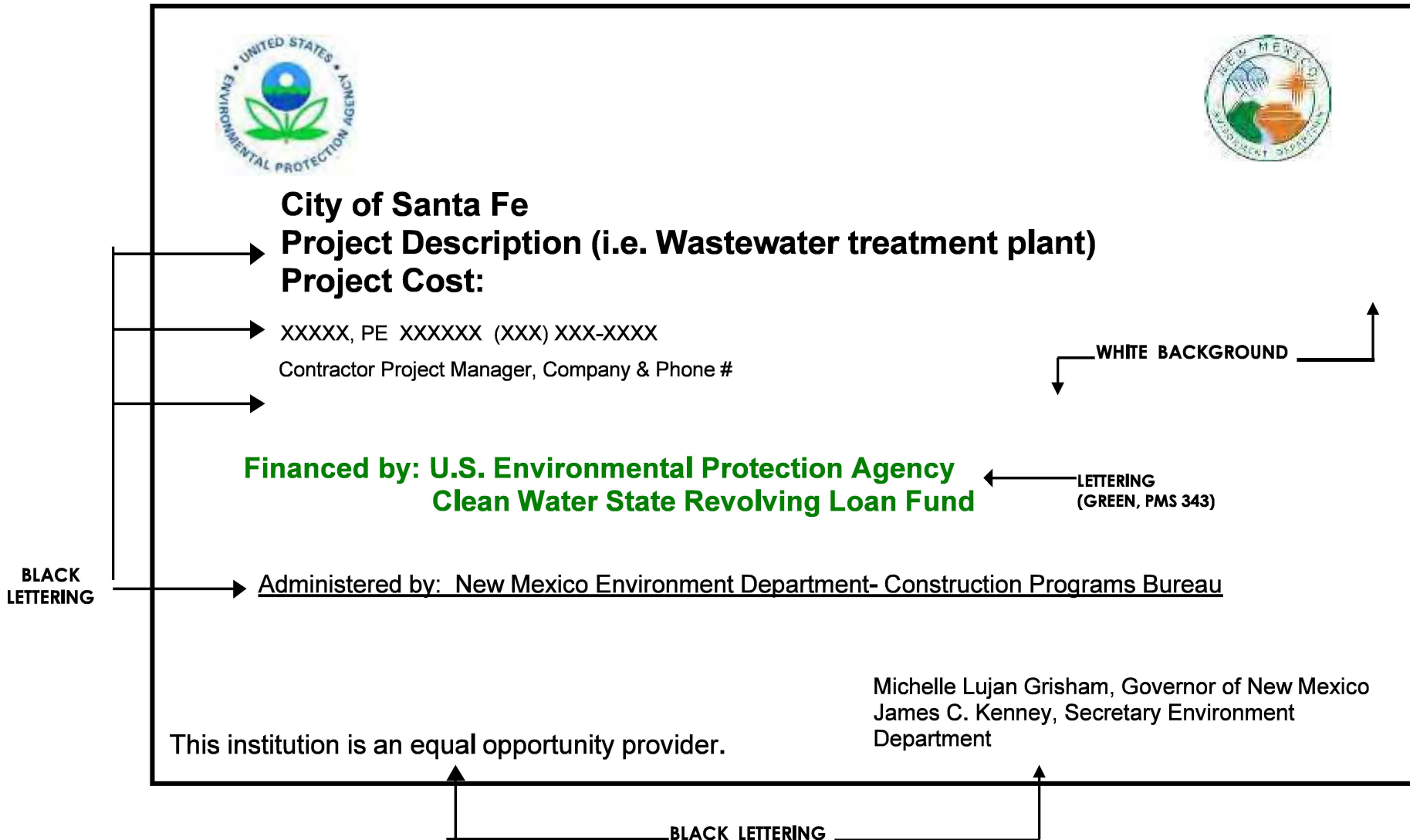
TESCM PLAN
 SCALE: 1" = 10'

0 5 10 20
 SCALE: 1" = 10'





APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury - Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury - Exception for Reasonable Force
11. General Aggregate Limits of Insurance - Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability - Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury - Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation - Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

CNA74705XX (1-15) Policy No: 6076047698
Page 1 of 17 Endorsement No: 4
Nat'l Fire Ins Co of Hartford Effective Date: 12/31/2022
Insured Name: ASSOCIATED ASPHALT & MATERIALS, LLC
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1. ADDITIONAL INSURED

a. **WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A through H, below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:

- (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,
- for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A, through H, below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

CNA74705XX (1-15) Policy No: 6076047698
Page 2 of 17 Endorsement No: 4
Nat'l Fire Ins Co of Hartford Effective Date: 12/31/2022
Insured Name: ASSOCIATED ASPHALT & MATERIALS, LLC
Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or display, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

- a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf,
- in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily Injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or

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b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k, and l, and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
(2) smoke;
(3) collapse; or
(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

- (1) if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
(b) smoke;
(c) collapse; or
(d) explosion.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for the sum of damages arising out of any one occurrence because of property damage to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the product-completed operations hazard. This sublimit does not apply to property damage to your work if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner is not an insured contract;
b. A sidetrack agreement;
c. Any easement or license agreement;
d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p, Electronic Data and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy, provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insured with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

- 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



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- E. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted...
F. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

- I. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.
Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required.
a. Physician;
b. Nurse;
c. Nurse practitioner;
d. Emergency medical technician;
e. Paramedic;
f. Dentist;
g. Physical therapist;
h. Psychologist;
i. Speech therapist;
j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:

- a. add the following:

the Named Insured's employees are Insureds with respect to:

- (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
(2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence, and

B. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to:

- i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are Insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

- b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, except that if the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;
b. the bodily injury or property damage first occurred after such termination date; and
c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Contractors General Liability Extension Endorsement program entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

15. LEGAL LIABILITY - DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

- j. Damage to Property

Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.
(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;
(3) Property loaned to the Named Insured;
(4) Personal property in the care, custody or control of the Insured;
(5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE

Paragraph (2) of this exclusion does not apply if the premises are your work

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the Named Insured borrows from others, nor
ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.
However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:
a. property at a job site awaiting or during such property's installation, fabrication, or erection;
b. property that is mobile equipment leased by an Insured;
c. property that is an auto, aircraft or watercraft;
d. property in transit; or
e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c, through n, do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control,

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

- (a) less than 75 feet long; and
(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following text: Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (5) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000 limit, and
B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000 limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (OCIP) or Contractor Controlled Insurance Programs (CCIP) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf, nor

40200060705XX(1-15)0001

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Security Insurance Company

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

<u>Company Name</u>	<u>Address</u>	<u>Waiver Contact</u>	<u>Job Description</u>
---------------------	----------------	-----------------------	------------------------

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 0099202.104 issued to EMCO of Santa Fe, LLC shall be valid and shall form part of said policy. The effective date of this endorsement is 01/01/2022 12:01 A.M. Mountain Standard Time.

Date Issued: 12/09/2021

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: EMCO OF SANTA FE LLC
DBA: EMCO OF SANTA FE LLC

Business Location: 3810 OLIVER RD
SANTA FE, NM 87507

Owner: RICHAH COOK

License Number: 225893

Issued Date: April 20, 2022

Expiration Date: April 20, 2023

CRS Number: 03245374004

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

EMCO OF SANTA FE LLC
3810 OLIVER RD
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203880

Contractor: EMCO of Santa Fe, LLC

Description: Erosion control and bank repair to improve stormwater conveyance systems damaged in the 2018 flood. MS4 compliance and flood attenuation in residential neighborhood. This work is identified as a priority phase 1 location in our Stormwater Management Strategic Plan approved by the Governing Body in 2019.

Contract Agreement Lease / Rent Amendment

Term Start Date: Date of City of Santa Fe Signature Term End Date: 3 years from date of signature

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Mar 17, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured via ITB.

4. **Funding Source:** Clean Water State Revolving Fund Loan **Org / Object:** 2310411.572970

Mar 17, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Zoe Isaacson Phone # 6853

Email: zrisaacson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: EMCO of Santa Fe, LLC

Procurement Title: 600C (CWSRF 088)- Erosion Control & Bank Repair at Arroyo Chamisos North Fork

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works Staff Name Zoe Isaacson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Zoe Isaacson River & Watershed Manager 02/9/2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Mar 17, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.









GB PARKS Arroyo de Los Chamisos North Fork Re-1

Final Audit Report

2023-03-17

Created:	2023-03-16
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWZNbs1-JyZv2--R_7b-LxCilxi5i_ISF

"GB PARKS Arroyo de Los Chamisos North Fork Re-1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-03-16 - 7:19:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-03-17 - 4:06:49 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-03-17 - 5:01:21 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-03-17 - 5:05:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-03-17 - 5:05:29 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-03-17 - 9:01:18 PM GMT- IP address: 104.47.64.254
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-03-17 - 9:16:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2023-03-17 - 9:16:10 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



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Adobe
Acrobat Sign









23-0164 - EMCO of Santa Fe LLC PARKS GB

Final Audit Report


2023-05-08

Created:	2023-05-01
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFJaNs3xKltz2Mvam1sXouH0NS8sOwd-n

"23-0164 - EMCO of Santa Fe LLC PARKS GB" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-05-01 - 9:50:04 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-05-01 - 9:51:58 PM GMT
-  Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered
2023-05-01 - 9:52:05 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-05-01 - 11:36:01 PM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-05-01 - 11:44:28 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-05-01 - 11:44:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2023-05-01 - 11:44:35 PM GMT
-  Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered
2023-05-01 - 11:44:40 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2023-05-01 - 11:50:31 PM GMT- IP address: 104.28.111.126
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2023-05-02 - 1:01:00 PM GMT - Time Source: server- IP address: 98.230.203.228
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-05-02 - 1:01:07 PM GMT



 Email sent to tkdutonleyda@santafenm.gov bounced and could not be delivered

2023-05-02 - 1:01:10 PM GMT

 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-05-08 - 2:58:31 PM GMT- IP address: 104.47.65.254

 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-08 - 2:58:39 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-05-08 - 2:58:39 PM GMT

City of Santa Fe

Invitation to Bid

600C (CWSRF 088)-Erosion Control and Bank

Repair at Arroyo de Los Chamisos North Fork

Sites 1 & 2

ITB # 23/19/B

NIGP Commodity Codes:

92682, 91327, 91345, 90961

Bid Due Date and Time:

January 3, 2023 at 2:00 p.m.

(MTS/MTD)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: _____ Address: _____
dba (if applicable): _____
Co. Email: _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder’s Delivery: _____ (May be considered in the award)

Authorized Signature: _____
Signatory Email: _____

Print or type name: _____
Phone No: _____

**** It is the Bidder’s responsibility as a bidder to ensure your bid is correct and accurate. It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically via email @ [purchasing ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov) by the deadline set forth in this ITB. It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically, such electronic submissions will be considered sealed bids in accordance with statute. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.***

If an amendment is processed to amend the scope of work or specifications after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.

Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and recorded in their own email for their own records. The City of Santa Fe will not guarantee that a response email will be sent to the Bidder upon submission, however, every effort to acknowledge that the bid was received timely will be made. NO LATE BID CAN BE ACCEPTED.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. ____ Dated: _____ Amendment No. ____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

TERMS AND CONDITIONS

(Unless otherwise specified)

- 1. General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created. By signing the bid, bidder agrees to all terms and conditions of the bid and resulting contract.
- 2. Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
- 3. City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 4. Discounts:** Prompt payment discounts will not be considered in computing the low bid.
- 5. Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
- 6. Commercial Warranty:** The Bidder agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Bidder gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

8. Packing, Shipping, and Invoicing:

a. The City's purchasing document number and the Vendor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Bidder as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.

10. **Non-Collusion:** In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.

11. **Nondiscrimination:** Bidder doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

12. **Penalties:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

13. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Vendor, within thirty (30) days from the date the City receives written notice from the Bidder that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Bidder within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Bidder at the rate of 1.5 % per month. Bidder may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Bidder agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Bidder fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Bidder Personnel:** Personnel proposed in the Bidder's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Bidder without prior written consent of the Requesting Department.

Replacement of any Bidder personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Bidder will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Bidder's personnel at any time.

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

18. **Subcontracts:** The foregoing requirements for Bidder Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime Bidder to the subcontractor.

19. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, are the Statutes followed for this solicitation.

DEFINITION OF TERMINOLOGY:

"Authorized Purchaser" means an individual authorized by the City of Santa Fe, Purchasing Department, to place orders against an awarded contract/price agreement.

"Award" means the final execution of the agreement documents.

"Business Hours" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

"Central Purchasing Office" means the office responsible for the control of procurement of items of tangible personal property, services or construction.

"CFR" means Code of Federal Regulations.

"Chief Procurement Officer" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.

"City" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"Confidential" means confidential financial information concerning Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may not be labelled as confidential: Bidder's submitted Cost bid response, and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means a successful Bidder or who enters into a binding contract/price agreement with the City of Santa Fe

“Deliverable” means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

“Department” means the Department within the City of Santa Fe.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers", identify a desirable or discretionary item or factor.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Electronic Submission” means a successful submittal of Bidder’s Bid.

“Final Award” means, in the context of this Invitation to Bid and all its attendant documents, the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

“Mandatory” the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder's Bid.

“Minimum” a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

“Minor Irregularities” means anything in the Bid that does not affect the price, quality and/or quantity, or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Bidder.

“Responsible Bidder” means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Bid.

“Responsive Bidder” means a bid which conforms in all material respects to the requirements set forth in the Invitation to Bids. Material respects of an invitation to bid include, but are not limited to price, quality, quantity or delivery requirements.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders’ company.

“Statement of Concurrence” means an affirmative statement from the Bidder to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Bidders Bid. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.).

“Vendor” means a person or entity representative party to the supply chain of goods and services available to companies or consumers typically used to describe the entity that have provided goods or services rather than the manufacturer of the goods or services itself.

IMPORTANT BIDDING INFORMATION:

Submission of Bid: Due Date – January 3, 2023 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

Solicitation packets are available at the following website: https://www.santafenm.gov/bids_rfps

Bids to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: [purchasing ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov).

All Bids received after the due date and time will be rejected and an email will be sent informing the Bidder of the rejection.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the Procurement Manager whose name is listed below, or his/her designee in writing to the following information:

Name: Zoe Issacson
Contact Number: 505-955-6853
Email: zrisaacson@santafenm.gov

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

CPO designee contact information is:
JoAnn Lovato
Chief Procurement Officer
City of Santa Fe
jdlovato@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held through a Zoom meeting as follows:

Date: TBD
Time: 2:00 PM Mountain Time (US and Canada)

Join Zoom Meeting @: TBD

BID OPENING: The Bid opening will be accomplished through a Zoom meeting as follows:

Date: January 3, 2023

Time: 2:00 PM Mountain Time (US and Canada)

Join Zoom Meeting @: <https://santafenm-gov.zoom.us/j/81735939586>

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest Yes financial interest

If yes specify by name: _____

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. “No substitute” specifications may be authorized ONLY if required to match existing equipment.

If bidding “equivalent” Bidders must be prepared to furnish “complete data” upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder’s risk, will not be returned.

Bid tabulations: Bid tabs will be posted to our website after the bid opening date. To access go to https://www.santafenm.gov/bid_tabulations

AWARDS:

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

STATEMENT OF WORK:

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions:

The awarded Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term;

The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department; and

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

SPECIFICATIONS:

The City of Santa Fe is seeking bids for the Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork – Site 1 and Site 2.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm. Please see the attached plan for more detail.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events. Please see the attached plan set for more detail.

The Requesting Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

BID EVALUATION AND AWARD

It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest option base bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Term:

The term of this agreement shall be awarded for a two (2) year term from date of award with an option to renew for up to one (1) additional year, by mutual agreement of all parties and approval of the CPO of the City of Santa Fe, at the same prices, terms and conditions. This Agreement shall not exceed three (3) years.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with City and state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable City and state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us> . The requesting Department will request a wage rate determination from the DWS for each project that is \$60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The requesting Department may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Bonds:

When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code [13-1-28 NMSA 1978] in the following manner:

- a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
- a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the City reserves the right to issue multiple awards to obtain the items listed. Award will be made to meet the best interests of the City of Santa Fe.

Tax Note:

Prices submitted by the Bidder shall not include State Gross Receipts Tax (GRT) or Local Option Tax.

Applicable NMGRT rate will be applied and paid as determined by NM Taxation and Revenue Department at time of service.

The Awarded Vendor(s) shall add applicable NM GRT or Local Option Tax to their invoice at the current rates at the time of service as a separate line item to be paid by the user.

Escalation / Reduction Clause:

Awarded Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Awarded Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. *Requested price increases that exceed 10% will not be accepted.* No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

Insurance Requirements:

The Awarded Contractor shall procure and maintain at the Awarded Vendor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Awarded Vendor, the Awarded Vendor's agents or employees, or by sub-contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and sub-contractors therefrom.

Bidding Information:

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for goods and/or services provided. It is understood that the Bidder providing said goods and/or services to the City of Santa Fe is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent Contractor and not an employee of the City of Santa Fe. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an “all or none” bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

PRICE SCHEDULE:

Price Schedule:

Site 1:

	Approx. QTY	Unit	Article and Description	Unit Price
1	15	C.Y.	UNCLASSIFIED EXCAVATION	\$
2	5	C.Y.	EMBANKMENT FILL	\$
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$
4	13	C.Y.	WIRE ENCLOSED RIP RAP	\$
5	81	C.Y.	GABIONS	\$
6	20	L.F.	MULCH SOCKS	\$
7	1	L.S.	SWPP PLAN PREPARATION / LEW	\$
8	1	L.S.	MOBILIZATION	\$
9	1	L.S.	TRAFFIC CONTROL	\$
10	1	L.S.	ASBUILT DRAWINGS	\$
11	1	L.S.	CONSTRUCTION STAKING	\$
12	1	L.S.	CONSTRUCTION TESTING	\$

Base Bid – New wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm work and required coordination as per the attached plans for Site 1 Construction Documents, exclusive of Gross Receipts Tax:

_____ (\$ _____)

Site 2:

Item	Approx. QTY	Unit	Article and Description	Unit Price
1	270	C.Y.	UNCLASSIFIED EXCAVATION	\$
2	125	C.Y.	EMBANKMENT FILL	\$
3	75	S.Y.	BASECOURSE TYPE II – 6”	\$
4	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$
5	105	C.Y.	WIRE ENCLOSED RIPRAP	\$
6	615	C.Y.	GABIONS	\$
7	40	L.F.	MULCH SOCKS	\$
8	1	L.S.	SWPP PLAN PREPARATION / LEW	\$
9	1	L.S.	MOBILIZATION	\$
10	1	L.S.	TRAFFIC CONTROL	\$
11	1	L.S.	ASBUILT DRAWINGS	\$
12	1	L.S.	CONSTRUCTION STAKING	\$
13	1	L.S.	CONSTRUCTION TESTING	\$

Base Bid - Repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator as per the attached plans for Site 2 Construction Documents, exclusive of Gross Receipts Tax:

_____ (\$ _____)

CITY OF SANTA FE
CONSTRUCTION CONTRACT
INVITATION TO BID ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2022.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number ‘23/19/B). The work designated 600C (CWSRF 088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project:

C. City Department:

D. Distribution:

City	_____
Contractor	_____
Engineer	_____
Architect	_____

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed _____ dollars (\$AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	\$
Gross Receipts Tax (8.3125%)	\$
<i>Base Bid plus NMGRT</i>	\$

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and

(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

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

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

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. 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.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

To the City: Zoe Isaacson
1142 Siler Rd Bldg. C
Santa Fe, NM 87501
zrisaacson@santafenm.gov

To the Contractor: [insert name, address and email].

29. Authority.

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

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor 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 the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30 day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements

appears in the General Conditions of the Contract for construction. Insurance requirements are also

described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain

adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

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

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY’S OFFICE (INVITATION TO BID ONLY):

Marcos Martinez

Marcos Martinez (Dec 2, 2022 08:13 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

2310411/572970

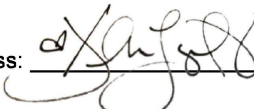
Org. Name/Org#

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Avenue Room 122
Santa Fe, NM 87501
JoAnn Lovato, Interim CPO

23/19/B Erosion Control Arroyo De Los Chamisos - North Fork Site #1 & #2
Date: 1/17/2023 @ 2:00 PM


Site #1				CF Padilla		EMCO of Santa Fe	
Item	Approx. QTY	Unit	Article and Description	Unit Price	Total Price	Unit Price	Total Price
1	15	C.Y.	UNCLASSIFIED EXCAVATION	\$ 160.00	\$ 2,400.00	\$ 230.00	\$ 3,450.00
2	5	C.Y.	EMBANKMENT FILL	\$ 500.00	\$ 2,500.00	\$ 75.00	\$ 375.00
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$ 6,000.00	\$ 6,000.00	\$	\$ 5,000.00
4	13	C.Y.	WIRE ENCLOSED RIP RAP	\$ 700.00	\$ 9,100.00	\$ 340.00	\$ 4,420.00
5	81	C.Y.	GABIONS	\$ 500.00	\$ 40,500.00	\$ 240.00	\$ 27,420.00
6	20	L.F.	MULCH SOCKS	\$ 20.00	\$ 400.00	\$ 10.00	\$ 200.00
7	0.1	AC	CLASS A SEEDING	\$ 75,000.00	\$ 7,500.00	\$ 25,000.00	\$ 2,500.00
8	1	L.S.	SWPP PLAN PREPARATION / LEW	\$ 5,800.00	\$ 5,800.00	\$ -	\$ 2,500.00
9	1	L.S.	MOBILIZATION	\$ 13,000.00	\$ 13,000.00	\$	\$ 3,500.00
10	1	L.S.	TRAFFIC CONTROL	\$ 14,000.00	\$ 14,000.00	\$	\$ 500.00
11	1	L.S.	ASBUILT DRAWINGS	\$ 3,000.00	\$ 3,000.00	\$	\$ 2,500.00
12	1	L.S.	CONSTRUCTION STAKING	\$ 10,000.00	\$ 10,000.00	\$	\$ 7,500.00
13	1	L.S.	CONSTRUCTION TESTING	\$ 7,100.00	\$ 7,100.00	\$	\$ 5,500.00
			TOTALS	\$ 135,780.00	\$ 121,300.00	\$ 25,895.00	\$ 65,365.00
Site #2				CF Padilla		EMCO of Santa Fe	

Item	Approx. QTY	Unit	Article and Description	Unit Price	Total Price	Unit Price	Total Price
1	270	C.Y.	UNCLASSIFIED EXCAVATION	\$ 48.00	\$ 12,960.00	\$ 55.00	\$ 14,850.00
2	125	C.Y.	EMBANKMENT FILL	\$ 138.80	\$ 17,350.00	\$ 75.00	\$ 9,375.00
3	6	C.Y.	FLOWABLE FILL	\$ 600.00	\$ 3,600.00	\$ 375.00	\$ 2,250.00
4	75	S.Y.	BASECOURSE TYPE II – 6"	\$ 122.00	\$ 9,150.00	\$ 31.50	\$ 2,362.50
5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$ 13,000.00	\$ 13,000.00		\$ 16,500.00
6	105	C.Y.	WIRE ENCLOSED RIPRAP	\$ 367.00	\$ 38,535.00	\$ 340.00	\$ 35,700.00
7	615	C.Y.	GABIONS	\$ 460.00	\$ 282,900.00	\$ 340.00	\$ 209,100.00
8	40	L.F.	MULCH SOCKS	\$ 20.00	\$ 800.00	\$ 10.00	\$ 400.00
9	0.1	AC	CLASS A SEEDING	\$ 75,000.00	\$ 7,500.00	\$ 25,000.00	\$ 2,500.00
10	1	L.S.	SWPP PLAN PREPARATION / LEW	\$ 5,800.00	\$ 5,800.00		\$ 2,500.00
11	1	L.S.	MOBILIZATION	\$ 13,000.00	\$ 13,000.00		\$ 12,500.00
12	1	L.S.	TRAFFIC CONTROL	\$ 14,000.00	\$ 14,000.00		\$ 1,000.00
13	1	L.S.	ASBUILT DRAWINGS	\$ 3,000.00	\$ 3,000.00		\$ 2,500.00
14	1	L.S.	CONSTRUCTION STAKING	\$ 10,000.00	\$ 10,000.00		\$ 12,000.00
15	1	L.S.	CONSTRUCTION TESTING	\$ 7,100.00	\$ 7,100.00		\$ 9,000.00
			TOTALS	\$ 142,655.80	\$ 438,695.00	\$ 26,226.50	\$ 332,537.50

Witness: 

Time: 2:00 pm

Date: 1.17.23

Witness: 

Time: 2:00PM

Date: 1/17/23

Signature: *Joe Isaacson*

Email: zrisaacson@santafenm.gov

Signature: *Melissa McDonald*

Email: mamcdonald@santafenm.gov

Signature: *Regina Wheeler*
Regina Wheeler (Nov 19, 2024 17:29 MST)

Email: rawheeler@santafenm.gov

3203880 Arroyo de Los Chamisos CO 1










Revised 2024.12.18

Final Audit Report

2025-01-14

Created:	2024-12-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQKfpH-sFurANdfbz9M7z11TbfKKIV_j2

"3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-30 - 4:39:10 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-30 - 4:45:28 PM GMT
-  Email viewed by ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-06 - 6:30:57 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-06 - 6:31:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-01-06 - 6:31:45 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-06 - 6:55:30 PM GMT- IP address: 104.28.111.172
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-06 - 9:49:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-01-06 - 9:49:12 PM GMT
-  Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-01-08 - 2:39:17 PM GMT- IP address: 104.47.64.254

 Document e-signed by Josie Bolden (jxbolden@santafenm.gov)

Signature Date: 2025-01-08 - 2:39:55 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-01-08 - 2:40:05 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-14 - 5:30:24 AM GMT- IP address: 104.47.65.254

 Document declined by EMILY OSTER (ekoster@santafenm.gov)

Decline reason: The signature block for me to sign needs to be on page 5 instead of page 112. Page 5 is for this amendment. Page 112 is the signature page from the sample contract in the ITB. Please update the document so I can sign on page 5. Thanks, Emily

2025-01-14 - 5:43:58 AM GMT- IP address: 63.232.20.2






3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18

Final Audit Report

2025-02-12

Created:	2025-02-07
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAt3ll0y08SdmTXGh2GXzTUN3eJcwpKCvC

"3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-07 - 9:10:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-02-07 - 9:26:55 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-02-12 - 5:34:54 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-02-12 - 5:44:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-02-12 - 5:44:06 PM GMT