

**City of Santa Fe  
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, City of Santa Fe

Department Director: John Dupuis

Department Contact: P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: Travis Dutton-Leyda, CPO

Telephone Number: (505) 629-8351

II. Name of Contractor: SKE Contractors, LLC.

Address of Contractor: 44 Coyote Mountain Road, Santa Fe, NM 87505

Amount of prospective contract: \$3,027,178

Term of prospective contract: 24 Months, Proposed Contract Attached

Location of Services: Within Call Mejia and adjacent, and adjacent to St Francis Road to its intersection with Paseo de Peralta

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Provide pipe bursting/crushing of a sanitary sewer line named as the Calle Mejia Project (Sewer line restoration from Calle Mejia to the intersection of Paso De Peralta), (The "Project"). The Project consists of replacing approximately 19,500 feet of ten-inch clay sewer line with a 12-inch High Density Polyethylene (HDPE) pipe, including, Closed Circuit Television Video (CTTV) inspection, washing of the existing sanitary sewer line, and insert a new 12-inch HDPE pipe utilizing pipe bursting method following insertion procedure specification ASTM F 585.

**IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

Within FY23, Wastewater attempted a closed-circuit television review of the Sanitary Sewer line located on Calle Mejia. While attempting to televise the existing sewer, the line collapsed on the rover. A point repair was completed within the section of the collapsed line, but when trying to repair the pipe, it continued to collapse, due to the poor condition of the clay pipe, and an expanded section was replaced. This section of Sanitary Sewer line is old and could collapse at any time blocking the sewage flow which represents a public health risk to users within the area, including sewage backing up into their houses and businesses and spilling into the road.

On 7/10/2024 I was informed of the concern, and I immediately contacted the Chief Procurement Officer and informed him of the situation and mentioned emergency procurement, I also investigated the Texas Buy Board, a Cooperative Purchasing agreement which we believed we could utilize. After additional investigation the Buy Board could not be used because New Mexico was not included within the bid Process. It is imperative that we move forward with the repairs as this Sewer Line could fail at any time creating blockage and back-ups. This would be costly for the city, with possible repairs to residents and business locations.

Public Utilities is also working to formulate a contract based on the requirements of this project, and possible liability which may arise.

**V. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

The Wastewater Management Division is addressing this situation with an Emergency Determination since based on past experience, this sewer main is at risk of imminent failure due to observed structural issues with the clay pipe. Only this previously identified length of sewer main is being addressed under this Determination.

**VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

Sanitary Sewer rehabilitation projects are conducted periodically to address older sewer lines within the city using other procurement methods, but the timeline to acquire these services for Calle Mejia presented unacceptable risks

**Certified by:**



\_\_\_\_\_  
**City Chief Procurement Officer, Travis Dutton-Leyda**

Oct 24, 2024

\_\_\_\_\_  
**Date**

**City Approval by:**



\_\_\_\_\_  
John Dupuis (Oct 24, 2024 13:17 MDT)

\_\_\_\_\_  
**Department Director, John Dupuis**

Oct 24, 2024

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**City Attorney, Erin McSherry**

Oct 23, 2024

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
John Blair (Oct 25, 2024 12:00 MDT)

\_\_\_\_\_  
**John Blair, City Manager**

Oct 25, 2024

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**Finance Director, Emily Oster**

Oct 24, 2024

\_\_\_\_\_  
**Date**

**Note: All emergencies must be posted to the SPD website:**

**<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>**

**and the City of Santa Fe's website:**

**<https://santafenm.gov/finance-2/purchasing-1/solicitations>**

Calle Mejia Sewer Pipe Bursting Project  
 Proposal for Sanitary Sewer Pipe-bursting Project  
 SKE Project Number: NM001-2024  
 8/28/2024



ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	\$ 8,500.00	\$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	\$ 51,000.00	\$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	\$ 100,000.00	\$ 100,000.00
4	WK	Traffic Control	14	\$ 7,400.00	\$ 103,600.00
5	LS	Bonds and Insurance	1	\$ 130,000.00	\$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	\$ 7.50	\$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	\$ 5.00	\$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	\$ 675.00	\$ 8,100.00
9	LF	Pipe burst existing 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	\$ 290.00	\$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	\$ 3,000.00	\$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	\$ 115.00	\$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	\$ 700.00	\$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	\$ 1,300.00	\$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	\$ 3,200.00	\$ 6,400.00
15	LS	Trench safety	1	\$ 33,750.00	\$ 33,750.00
16	WK	Bypass pumping with flow control	12	\$ 10,800.00	\$ 129,600.00
17	CY	Flowable fill (If required)	10	\$ 500.00	\$ 5,000.00
18	TON	Select fill (If required)	40	\$ 140.00	\$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	\$ 220.00	\$ 380,380.00
20	CA	CIPP Bypass setup	7	\$ 14,500.00	\$ 101,500.00
21	EA	Internal service reinstatement	25	\$ 1,900.00	\$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	\$ 40.00	\$ 69,160.00
23	LF	Post TV liner inspection	1729	\$ 9.50	\$ 16,425.50
24	EA	Bench and Invert of all manholes	22	\$ 3,900.00	\$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	\$ 60.00	\$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	\$ 65.00	\$ 190,255.00
27	GAL	Chemical grout as neded	50	\$ 800.00	\$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	\$ 5,500.00	\$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	\$ 8,000.00	\$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	\$ 101.00	\$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	\$ 101.00	\$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	\$ 95.00	\$ 4,750.00

**TOTAL BASE BID \$ 2,933,528.00**


ITEM #	UNIT	DESCRIPTION	EST. QUANTITY			
EX1	CY	Rock excavation	20	\$	295.00	\$ 5,900.00
EX2	CY	Spoil haul-off	20	\$	2,500.00	\$ 50,000.00
EX3	SF	Site restoration, if needed (landscape vegetation)	50	\$	135.00	\$ 6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	\$	84.00	\$ 8,400.00
EX5	LS	Archeological required Mob/Demob	1	\$	1,400.00	\$ 1,400.00
EX5	HR	Archeological required delay	12	\$	350.00	\$ 4,200.00
EX6	CY	Exploratory excavation	200	\$	85.00	\$ 17,000.00
<b>TOTAL EXTRA ITEMS BID</b>						<b>\$ 93,650.00</b>


<b>TOTAL BASE BID + EXTRA ITEMS</b>	<b>\$ 3,027,178.00</b>
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**Date:** October 18, 2024

**To:** Mayor Alan Webber and Governing Body  
Finance and Public Works, and Utilities Committees

**Via:** John Dupuis, Public Utilities Director 

**From:** P. Fred Heerbrandt, P.E., Engineer Supervisor 

**Subject:** Calle Mejia Sanitary Sewer Rehabilitation Project

**Vendor Name:** SKE Contractors, LLC

**Vendor Number:** 10552

**ITEM AND ISSUE:**

The Public Utilities Department respectfully requests your review and approval of an Emergency Determination for the rehabilitation of 19,500 feet of vitrified clay sewer pipe using a pipe bursting construction method. Request for the Approval of a construction contract in the total amount of \$ 3,275,028.20, including NMGRT for construction services for a two-year period from the date of approval


**Action Requested: Approval of a construction contract and a BAR in the amount of \$3,275,029 from the WWMD Enterprise Fund**

**BACKGROUND AND SUMMARY:**

The sanitary sewer line to be replaced is in Calle Mejia and proximate to the roadway and St. Frances Drive. The Project consists of installing approximately 19,500 feet of twelve-inch diameter High Density Polyethylene (HDPE) pipe along the grade line of the existing ten-inch clay sewer pipe. The operation shall be conducted with a hydraulic or pneumatic pulling or pushing apparatus and a pipe expander or pipe reaming device.

**PROCUREMENT METHOD:**

This project is being procured by an Emergency Determination due to the poor condition of the existing pipe and high probability of a future collapse or structural failure, which could impact the sewer facilities and/or the roadway.

**Chief Procurement Officer Approval:**  **Date:** Oct 29, 2024

**Comment/Exceptions:** \_\_\_\_\_  
**Supporting Information:** \_\_\_\_\_

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250255

**\$\$\$\$\$ SOURCE/REVENUE:** Expense | Revenue

The funding source is:

**Fund Name/Number:** WWMD Enterprise Fund/Fund 500

**Munis Org Name/Number:** Wastewater-Capital Projects 5000375

**Munis Object Name/Number:** WIP Construction 572970

**Budget Officer Approval:** Andy Hopkins **Date:** Oct 29, 2024

**Comment/Exceptions:** \_\_\_\_\_

Grant  Yes |  No

Grant #: \_\_\_\_\_

**Grant Manager/Accounting Officer Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Project  Yes |  No

Project Ledger #: \_\_\_\_\_

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

Yes |  No

Asset # (if known): \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

Yes |  No

~If yes ->  Repair |  Replacement

Please explain: The existing 10" VCP sewer pipe will be replaced with a 12" HDPE sewer pipe.

**Capital Project:**

(New and improvement projects that are going to cost \$10,000 or more)

Yes |  No

Anticipated length of project: Contract is for two years from date of approval.

**Asset Manager Approval:** Lisa Storey (Oct 29, 2024 16:30 MDT) **Date:** Oct 29, 2024

**Comment/Exceptions:** Project will be tracked in CIP until completed

Was this service deemed construction:  Yes |  No

~If yes, does this expenditure exceed \$25,000?  Yes |  No

~If yes, did you obtain the appropriate bond?  Yes |  No

~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

**Department Approvals:**

IT Components:  Yes |  No

Vehicles:  Yes |  No

Facilities, Furniture, Fixtures, Equipment:  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment & Exceptions:** \_\_\_\_\_

Department Contract Administrator Contact Info: P. Fred Heerbrandt, P.E., pfheerbrandt@santafenm.gov

**ATTACHMENTS:**

Vendor's Quote

Memo

Santa Fe Business License

Certificate of Liability Insurance

Construction Services Contract

Emergency Determination



CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and SKE Contractors, 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 procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents. The work consists of furnishing all mobilization, equipment, labor and materials for the rehabilitation of sanitary sewer lines through pipe bursting methods as specified in the sewer line location plans and specifications and other incidental work and traffic control as required in the City of Santa Fe, New Mexico.

The contractor’s attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the project throughout, and they will be deemed to be included in the contract documents the same as though herein written out in full.

The sanitary sewer line to be replaced is in Calle Mejia and proximate to the roadway and St. Frances Drive. The Project consists of installing approximately 19,500 feet of twelve-inch diameter High Density Polyethylene (HDPE) pipe along the grade line of the existing ten-inch clay sewer pipe. The operation shall be conducted with a hydraulic or pneumatic pulling or pushing apparatus and a pipe expander or pipe reaming device. The pipe expander or reaming device shall be pushed or pulled through the existing pipe on grade, widening the existing pipe material for the insertion of the new pipe material.

**SUBMITTALS**

A. Submit all information, shop drawings, and product data as directed below to the owner’s representative for review and approval.

- B. Product Data:
  1. All pipe, fittings, and accessories to be used.
  2. The manufacturer's installation recommendations including the recommended allowable pulling force to prevent damage to the pipe.
  3. If HDPE is used, information indicating the interior color for the HDPE pipe.
- C. Installation Procedure:
  1. The Contractor shall submit, in detail, the procedure and the steps to be followed for the installation of the pipe bursting system selected including, but not limited to:
    - a) Traffic control plan.
    - b) Layout, storage, and pipe handling areas.
    - c) Plan for locating, exposing, and reconnecting service laterals.
    - d) Bypass pumping plan.
    - e) Point repair plan for removing sags, offset joints, constrictions, or obstructions.
  2. Any proposed changes in installation procedures shall require submittal of revised procedures and acceptance by the City.
- D. Preconstruction Television Inspections.
- E. Post-Construction Television Inspections.
- F. Updated schedule of repairs for the segments included in the contract documents which are to be submitted after the preconstruction CCTV inspections have taken place and the segments reviewed for any modifications to the planned work.
- G. Certificates:
  1. Affidavit of compliance with applicable standards.
  2. Test certificates.
  3. As requested, Certificates of Training for the processes used.

**QUALITY ASSURANCE**

- A. The Contractor is responsible for the quality assurance and quality control of the Work.
- B. Work shall be performed by a Contractor, with a proven record of performance for similar installations. Contractor shall submit the following:
  1. Contractor shall be experienced in the installation of HDPE sewer mains using the pipe bursting method of trenchless rehab for a minimum period of 5 years.
  2. Warranty:
    - a) Terms: Standard Manufacturer's warranty.
    - b) Contractor Warranty Period: Two year from City Acceptance.

**PRODUCTS**

**HIGH DENSITY POLYETHYLENE (HDPE) PIPE**

- A. HDPE pipe for trenchless sewer line replacement shall be solid wall high density polyethylene (HDPE) pipe, meeting the requirements of ASTM F714, ASTM D1248, and ASTM D3350.
- B. The pipe shall be manufactured from high density high molecular weight polyethylene resin and shall meet or exceed the requirements of ASTM D3350 for PE4710 material with a cell classification of 445474C, or better.
- C. The minimum wall thickness of the HDPE shall meet the following:

1. 0-15 feet = SDR 17
  2. >15 feet = SDR 15.5
- D. The pipe shall have sufficient strength to withstand both service and installation loads.
- E. The pipe and fitting manufacturer shall certify that samples of their production pipe have undergone stress regression testing, evaluation, and validation in accordance with ASTM D2837 and PPI TR-3. Under these procedures, the minimum hydrostatic design basis shall be certified by the pipe manufacturer to be 1600 psi at 73°F and 800 psi at 140°F.

#### MANHOLE ADAPTERS

- A. Manhole adapters for pipes between 4 and 12 inches in diameter shall be Fernco Concrete Manhole Adapter or approved equal.

#### RE-ESTABLISHMENT OF SERVICE CONNECTIONS

- A. Saddles:
1. HDPE Pipe:
    - a) Heat fusion saddles shall be made of polyethylene pipe that meets the minimum specified physical properties and is suitable for fusion welding.
    - b) Fusion saddles shall be Branch Saddle as manufactured by Driscopipe, Miller, DuPont, or approved equal.
- B. Compression Fit Connection:
1. The connection shall be specifically designed for connection to the sewer main being installed.
  2. Service connection shall consist of a PVC hub, rubber sleeve and stainless-steel band. Rubber sleeve and gasket shall meet the requirements of ASTM F 477. Gaskets shall be installed by the manufacturer. The water-based solution provided by the manufacturer shall be used during assembly. Do not use pipe lube.
  3. Connection shall be Inserta Tee as manufactured by Inserta Fittings Co. or approved equal.
- C. Non-Shear Flexible Coupling:
1. Connections to existing service laterals shall be made using non-shear flexible couplings.
  2. All flexible couplings shall conform to ASTM C1 173 and shall be as manufactured by Fernco Inc., MaxAdaptor or approved equal.

#### EXECUTION

##### INSTALLATION PROCEDURE

The Contractor shall submit, in detail, the procedure and the steps to be followed for the installation of the pipe bursting system selected, including location of insertion and launching pits, even if the process is named in the specification. All such instructions and procedures submitted shall be carefully followed during installation. Any proposed changes in installation procedures shall require submittal of revised procedures and acceptance by the City.

##### PIT LOCATIONS

Location and number of insertion or launching pits will be chosen by the Contractor and will typically be located near existing or proposed manholes, at logical breaks in the construction phasing, or at locations to comply with access or maintenance requirements.

## EQUIPMENT

The Contractor shall utilize pipe bursting equipment with adequate pulling/pushing force to complete pulls in a timely manner. The Contractor shall provide equipment on the pulling mechanism to verify the pulling/pushing force exerted on the pipe does not exceed the manufacturer's recommendation for allowable pulling force to prevent damage to the pipe. Where the actual pulling force exceeds the allowable pulling force the Contractor shall take steps to reduce the pulling force necessary by either oversizing the cut or lubricating the outside pipe surface.

## MINIMIZE NOISE IMPACTS

- A. Means and methods should be employed and described in appropriate submittals to ensure that work of a high decibel volume is performed away from business and/or residential properties to the best extent possible. Such description shall include times and durations that are compatible with the neighborhood in which the work is being performed. No such work will be performed in the late afternoon, early evening or weekends unless described, submitted and approved in advance on projects that work outside of usual and customary hours has been previously approved.
- B. Provide silencers or other approved devices to reduce machine noise, when it exceeds the City's noise ordinance.

## PROTECTION

- A. The Contractor shall provide protection for the general safety of workers, pedestrians and traveling public throughout this project. Existing surface improvements and underground facilities and utilities shall be the contractor's responsibility to protect and/or support. Damage caused by the Contractor shall be repaired at no expense to the City. Protection to be provided includes, but is not limited to:
  - 1. Barricades, warning lights and signs for excavations.
  - 2. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances shall the pipes be stressed beyond their elastic limit.
  - 3. Do not allow sand, debris, or runoff to enter sewer system.
  - 4. Verify location of all underground utilities and facilities potentially impacted by rehabilitation or other activities and take necessary precautions to provide protection from damage. Damage caused by Contractor shall be Contractor's responsibility and repaired at Contractor's own expense, and at no additional cost to the City.
  - 5. Protect the new pipe and components during all phases of work, including hauling, installation, entry into the launching pit, and prevention of scarring or gouging of the pipe or components.

## TELEVISION INSPECTION

- A. The Contractor shall video (CCTV) inspect the sewer pipe.
- B. Preconstruction Television Inspection: Pipe shall be inspected immediately prior to pipe bursting to verify the existing pipe conditions are acceptable for pipe bursting and to locate and verify all active service line connections. If existing pipe conditions are not acceptable for pipe bursting, contact the City. If there is a sag in the existing line, see paragraph SAGS IN LINE below.
- C. Post-Construction Television Inspection: Contractor shall inspect the pipe after pipe bursting to locate and verify that all active service line connections were re-established.

D. Preconstruction and Post-Construction Television Inspection documentation shall be submitted to the City for review and acceptance of the Work.

#### SEWAGE BYPASS

When required for acceptable completion of pipe bursting, the Contractor shall provide for continuous sewage flow around the section(s) of pipe designated for the installation of replacement pipe. The pump and bypass lines shall be of adequate size and capacity to handle the flow. A backup pumping system shall be available on-site if the primary system fails.

#### SAGS IN LINE

- A. If the Pre-Installation CCTV reveals an unidentified sag in the existing sewer, the Contractor shall inform the City and request direction. The city may require the Contractor to eliminate the sag and install new pipe at a uniform grade prior to pipe bursting the remaining portion of the pipe segment. If the sag has been identified in the Contract Documents, the Contractor shall address the sag as directed in the Contract Documents prior to pipe bursting.
- B. If post-installation video (CCTV) inspection reveals a sag in the new line where none existed prior to the Work being performed, the Contractor shall remove or repair the sag at no additional cost to the City.

#### SERVICE LATERALS AND CONNECTIONS

- A. Existing service connections shall be located and exposed before initiating sewer main replacement operations. All service laterals attached to the existing sewer shall be completely disconnected and isolated from the existing sewer before the pipe bursting operations. Service laterals shall not be reconnected to the new sewer line until the new line is installed. Any services remaining offline for more than 12 hours, or any connections deemed necessary by the City to protect the customer, shall be bypass pumped until such time that they can be reconnected.
- B. Reconnection of service laterals to the installed pipe shall be accomplished using an approved method.

#### PIPE JOINING

- A. HDPE Pipe:
  - 1. The HDPE pipe shall be assembled and joined at the site using the butt-fusion method conforming to ASTM D2657 to provide a leak proof joint. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of HDPE pipe and/or fusing equipment.
  - 2. The butt-fused joint shall be in true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe.
  - 3. All internal beads shall be removed after the cooling time using a suitable bead removal tool. Use of the bead removal tool shall not induce any slits, gouges or defects in the pipe wall. The beads shall be bent back at several positions. No evidence of the bead splitting shall be seen. If the bead is seen to split at any point, then the joint shall be cut from the pipeline and remade. If a similar defect recurs, all further production jointing shall cease

until the equipment has been thoroughly cleaned and examined. New trial joints shall be made and shown to be satisfactory.

4. All defective joints shall be cut out and replaced at no additional cost to the City. All joints shall be subject to acceptance by the City and/or his representative prior to insertion. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the City and/or his representative shall be discarded and not used.
5. The wall color of the interior pipe surfaces shall be light green or other color approved by the City so that a clear detail examination with CCTV inspection equipment may be made. Product data indicating the interior color to be used shall be submitted for review and approval.

#### HDPE PIPE RELAXATION AND COOLING

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of any service lines, sealing of the annulus or backfilling of the insertion pit. Four (4) inches to eight (8) inches of excess length of new pipe shall be allowed to protrude into the manhole.

#### MANHOLE SEALING

##### A. Existing Manholes:

1. A manhole adapter shall be placed circumferentially on the replacement pipe and encased with a non-shrink grout to prevent infiltration into the manhole.
2. The manhole adapter shall be installed in accordance with manufacturer's recommendations.
3. Non-shrink grout shall be installed in accordance with Section 03370 - Sewer Manhole Construction.

##### B. New Manholes:

1. Where new manholes are installed in conjunction with pipe bursting, the manhole shall be sealed in accordance with Section 03370 - Sanitary Sewer Manhole Construction.

#### FIELD QUALITY CONTROL

- A. Prior to service line reinstatement, all pipelines shall be tested in accordance with City Standards.
- B. If air testing is not possible, the Contractor shall notify the City for further direction.

#### PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall always safely guard the Owner's property from injury or loss in connection with this contract.
- B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.
- C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street,

vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.

## PUBLIC RELATIONS

The Contractor shall cooperate with the City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites. The use of door hangers and/or personal visits to each affected residence informing them of the Work at least two days prior to beginning the Work is required. The Contractor shall prepare a brief and concise Fact Sheet of the proposed closures for submittal to the City's Office of Public Affairs (505-955-6045) of the planned construction activities one week in advance of the construction activity. This shall also include information for a Fact Sheet regarding public health concerns and the construction process. The Contractor may be required to contact public/private agencies at the direction of the City's Office of Public Affairs. The Contractor shall provide the City's Authorized Representative with a copy of each Fact Sheet that is sent to the City's Office of Public Affairs. The preparation and delivery of the door hangers, visits, and Fact Sheet will not be a separate pay item but shall be considered incidental to the work in executing the construction contract.

## 2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as described in Exhibit "A" attached and incorporated herein. such compensation not to exceed three million twenty-seven thousand one hundred and seventy-eight dollars (\$3,027,178.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	\$ 3,027,178
Gross Receipts Tax (8.1875%)	\$ 247,850.20
Base Bid (OR BID ALTERNATE A) including NMGRT	\$ 3,275,028.20

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed three million two hundred seventy-five thousand twenty-eight dollars and twenty cents, (\$3,275,028.20) including NM gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of

Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. 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 twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

### **3. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate two (2) years from date of final signature. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

### **4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty

(30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *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 CONTRACT.*

## **5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 construction 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

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

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

#### **14. Amendment**

A. This Contract 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 Contract 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 Contract, 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) Contract compensation, as outlined in Article 2; or
- 5) Contract 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 Contract, and become binding as a part of the original Contract.

**16. Merger**

This Contract 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

**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 Contract may be terminated by the City.

**21. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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.

**22. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments

**23. 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 Contract, 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 Contract. 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 Contract 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.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**25. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this

Contract shall not be affected and shall be valid and enforceable.

**26. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

**27. Notices**

Any notice required to be given to either party by this Contract 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: P. Fred Heerbrandt, P.E.  
73 Paseo Real  
Santa Fe, NM 87507  
pfheerbrandt@santafenm.gov

To the Contractor: Brent Costlow  
44 Coyote Mountain Road  
Santa Fe, NM 87505  
Brent@skel.net

**28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract 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.

**29. 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.

**30. 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.

### **31. 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.

### **32. General and Special Provisions**

A. Terms used in this Contract 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 comply with the law.

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

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 Contract 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 Contract.

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 Contract 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 Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

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

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

K. 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.

L. 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.

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

N. Pursuant to NMSA 1978, section 13-4-11. 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 Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

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

CONTRACTOR:

SKE Contractors, LLC

Karl Eberhart

Karl Eberhart (Oct 15, 2024 15:20 CDT)

\_\_\_\_\_  
KARL EBERHART, PRESIDENT

DATE: Oct 15, 2024

City of SF Business License #: 238295

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*  
Marcos Martinez (Oct 15, 2024 14:23 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
FINANCE DIRECTOR

Calle Mejia Sewer Pipe Bursting Project  
 Proposal for Sanitary Sewer Pipe-bursting Project  
 SKE Project Number: NM001-2024  
 8/28/2024



ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	\$ 8,500.00	\$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	\$ 51,000.00	\$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	\$ 100,000.00	\$ 100,000.00
4	WK	Traffic Control	14	\$ 7,400.00	\$ 103,600.00
5	LS	Bonds and Insurance	1	\$ 130,000.00	\$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	\$ 7.50	\$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	\$ 5.00	\$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	\$ 675.00	\$ 8,100.00
9	LF	Pipe burst existing 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	\$ 290.00	\$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	\$ 3,000.00	\$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	\$ 115.00	\$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	\$ 700.00	\$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	\$ 1,300.00	\$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	\$ 3,200.00	\$ 6,400.00
15	LS	Trench safety	1	\$ 33,750.00	\$ 33,750.00
16	WK	Bypass pumping with flow control	12	\$ 10,800.00	\$ 129,600.00
17	CY	Flowable fill (If required)	10	\$ 500.00	\$ 5,000.00
18	TON	Select fill (If required)	40	\$ 140.00	\$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	\$ 220.00	\$ 380,380.00
20	EA	CIPP Bypass setup	7	\$ 14,500.00	\$ 101,500.00
21	EA	Internal service reinstatement	25	\$ 1,900.00	\$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	\$ 40.00	\$ 69,160.00
23	LF	Post TV liner inspection	1729	\$ 9.50	\$ 16,425.50
24	EA	Bench and Invert of all manholes	22	\$ 3,900.00	\$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	\$ 60.00	\$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	\$ 65.00	\$ 190,255.00
27	GAL	Chemical grout as needed	50	\$ 800.00	\$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	\$ 5,500.00	\$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	\$ 8,000.00	\$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	\$ 101.00	\$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	\$ 101.00	\$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	\$ 95.00	\$ 4,750.00
<b>TOTAL BASE BID</b>					<b>\$ 2,933,528.00</b>

**EXHIBIT A**

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY			
EX1	CY	Rock excavation	20	\$	295.00	\$ 5,900.00
EX2	CY	Spoil haul-off	20	\$	2,500.00	\$ 50,000.00
EX3	SF	Site restoration, if needed (landscape vegetation)	50	\$	135.00	\$ 6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	\$	84.00	\$ 8,400.00
EX5	LS	Archeological required Mob/Demob	1	\$	1,400.00	\$ 1,400.00
EX5	HR	Archeological required delay	12	\$	350.00	\$ 4,200.00
EX6	CY	Exploratory excavation	200	\$	85.00	\$ 17,000.00
<b>TOTAL EXTRA ITEMS BID</b>						<b>\$ 93,650.00</b>

<b>TOTAL BASE BID + EXTRA ITEMS</b>	<b>\$ 3,027,178.00</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2024

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

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

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	<b>CONTACT NAME:</b> Sarah Sowinski <b>PHONE (A/C, No. Ext):</b> 281-990-6051 <b>FAX (A/C, No):</b> 281-990-6052		
	<b>E-MAIL ADDRESS:</b> ssowinski@Higginbotham.com		
<b>INSURED</b> SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> State Automobile Mutual Insurance Company		25135
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 535747730

REVISION NUMBER:

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

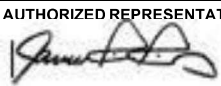
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10072588CP	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10072635CA	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			10072588CP	5/1/2024	5/1/2025	Scheduled Equip, Rented/Leased Equip, Deductible On File \$250,000 \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe 200 Lincoln Avenue Santa Fe NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## BUSINESS REGISTRATION

### City of Santa Fe

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

**Business Name:** SKE Contractors, LLC

**Business Location:** 44 Coyote Mountain Rd RD  
Santa Fe, NM 87505

**Owner:**

**License Number:** 238295

**Issued Date:** September 18, 2024

**Expiration Date:** September 18, 2025

**CRS Number:** 03-659053-00-3

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor - Genera

**Fees Paid:** \$10.00

SKE Contractors, LLC

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**












# Calle Mejia ED Packet

Final Audit Report

2024-10-01

Created:	2024-09-27
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FLzxfGXREVt33wG49eVlwuxWqbDpz-4

## "Calle Mejia ED Packet" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2024-09-27 - 5:40:46 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature  
2024-09-27 - 5:57:47 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-09-27 - 8:52:11 PM GMT- IP address: 63.232.20.2
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Signature Date: 2024-09-27 - 9:02:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature  
2024-09-27 - 9:03:01 PM GMT
-  Email viewed by John Dupuis (jedupuis@santafenm.gov)  
2024-09-27 - 11:12:41 PM GMT- IP address: 104.47.64.254
-  Document e-signed by John Dupuis (jedupuis@santafenm.gov)  
Signature Date: 2024-09-27 - 11:12:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature  
2024-09-27 - 11:12:54 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)  
2024-09-28 - 0:00:00 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)  
Signature Date: 2024-09-28 - 0:01:37 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-09-28 - 0:01:39 AM GMT



 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-10-01 - 7:01:49 PM GMT- IP address: 104.47.64.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-10-01 - 7:06:28 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-10-01 - 7:06:28 PM GMT

**Signature:** *P. Fred Heerbrandt, P.E.*

**Email:** [pfheerbrandt@ci.santa-fe.nm.us](mailto:pfheerbrandt@ci.santa-fe.nm.us)