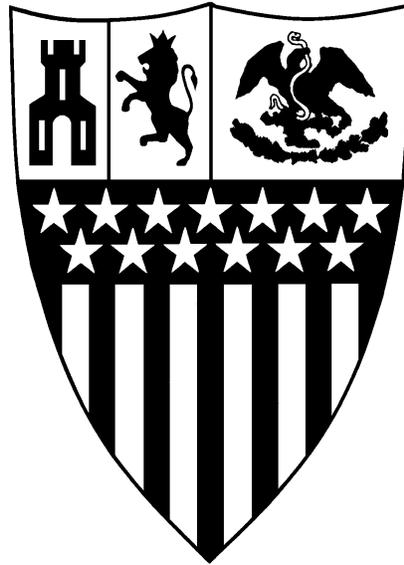


City of Santa Fe, New Mexico



“REQUEST FOR BIDS”

BID # ‘14/42/B

**FY 14/15 RFB FOR EMERGENCY REPAIR FOR OPERATIONS
AND MAINTNENACE**

BIDS DUE:

June 17, 2014

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD – BUILDING “H”

BIDDING / CONTRACT DOCUMENTS

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DIVISION O - BIDDING & CONTRACT REQUIREMENTS

PRE-BID INFORMATION
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PRE-BID INFORMATION (SECTION 00010)

PRE-BID INFORMATION

SECTION 00010

PRE-QUALIFICATION FORMS

SECTION 00011

NA

DEBARRED OR SUSPENDED CONTRACTORS

SECTION 00012

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual or Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended or City Purchasing provisions, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

ADVERTISEMENT FOR BIDS

SEALED BIDS FOR: INVITATION FOR BID NO. '14/42/B
RFB for Emergency Repair for Operations
and Maintenance

TO BE OPENED AT: PURCHASING OFFICE
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505
(505) 955-5711

TIME: 2:00 P.M. LOCAL PREVAILING TIME

DATE: June 17, 2014

ADDRESSED TO: CITY PURCHASING OFFICER
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505

Bids will be received until the above time, then opened publicly at the Purchasing Director's office or other designated place, and read aloud. BIDS RECEIVED AFTER THE ABOVE TIME WILL BE RETURNED UNOPENED.

Bidding Documents may be obtained (**purchased**) at the Sangre De Cristo Water Division offices, located at 801 W. San Mateo Road, Santa Fe, New Mexico 87505, upon **non-refundable** payment of \$20.00 for each complete set. No refunds will be made upon return of Bid Documents, the City encourages recycling. An electronic version of the document may be downloaded from the following web site: <http://www.santafenm.gov/bids.aspx> Please note that if you do download the Bid Document and do not notify the Water Division in writing, you risk not being notified of any changes or addenda. The City will not be responsible for any issues arising from missed communications due to downloaded Bid Documents.

Bidding documents are also available at the following plan rooms:

Builders News
3435 Princeton, NE
Albuquerque, NM 87107

Construction Reporter
1609 Second, NW
Albuquerque, NM 87102

F. W. Dodge
1615 University Blvd., NE, Ste. 1
Albuquerque, NM 87102

ADVERTISEMENT FOR BIDS

BID NO. '14/42/B

Bids for the Contract will be presented in the form of a unit price bid. The bidder shall bid all items listed. Award will be made to the responsible bidder providing the lowest total base bid. Bidder shall include in the signed documents their license(s) and classification(s).

Bid security, made payable to the City of Santa Fe, the "Owner", in the amount of 5% of the proposal sum shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check. The successful Bidder's security shall be retained by the Owner until the Contract is signed; the other Bidders' security shall be returned as soon as practicable. Failure or refusal by the successful Bidder to enter into Contract with the Owner will constitute Liquidated Damages in favor of the Owner. The bid shall also include a signed "Non-Collusion Affidavit of Prime Bidders", signed "Certificate of Non-Segregated Facilities", a signed "Certificate of Bidder Regarding Equal Employment Opportunity", if applicable, a copy of the bidder's current Registration with the State of New Mexico Department of Workforce Solutions, a Subcontractor's Listing and; a Local Preference Application. The project is subject to the New Mexico Department of Workforce Solutions, Minimum Wage Rates for the State of New Mexico. Such wage rates are bound into the Contract Documents. The successful Bidder shall, upon notice of award of contract, secure from each of his Subcontractors a signed "Non-Collusion Affidavit of Subcontractors".

The Owner reserves the right to reject any and all Bids, to waive technicalities, and to accept the Bid it deems to be in the best interest of the City of Santa Fe.

The work to be performed with this Contract consists of furnishing all equipment, labor and materials for the for repair, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping instrumentation and buildings in the City of Santa Fe and parts of Santa Fe County, for over 21 well sites, 14 ground storage tanks, 2 reservoirs, 15 booster pump station sites, and 1 treatment plant site, in accordance with the drawings, specifications, and other Contract Documents.

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

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. H Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, June 17, 2014. Any bid received after this deadline will not be considered.**

ATTEST:



Robert Rodarte, Purchasing Officer
City of Santa Fe, New Mexico

Received by the Santa Fe New Mexican on: 05/27/14
To be published on: 05/30/14

Received by the Albuquerque Journal on: 05/27/14
To be published on: 05/30/14

BID SCHEDULE

- | | | |
|----|--|--|
| 1) | ADVERTISEMENT: | May 30, 2014 |
| 2) | ISSUANCE OF BID PACKET: | May 30, 2014 |
| 3) | Mandatory Pre-Bid Meeting:
This pre-bid meeting shall be
attended by the Bidding Contractors | June 5, 2014 - 3:00 p.m.
Paragua Conference Room
Water Division Office
801 W. San Mateo Road
Santa Fe, New Mexico, 87505 |
| 4) | BID SUBMITTAL DEADLINE: | June 17, 2014 |
| 5) | OPENINGS OF BIDS RECEIVED: | June 17, 2014

2:00 PM local prevailing time
City of Santa Fe – Purchasing Division
2651 Siringo Road, Bldg. H
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 6) | RECOMMENDATION OF AWARD: | |
| | PUBLIC UTILITIES COMMITTEE: | July 2, 2014 |
| | FINANCE COMMITTEE: | July 14, 2014 |
| | CITY COUNCIL: | July 30, 2014 |

DATES OF CONSIDERATION BY PUBLIC UTILITIES COMMITTEE, FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INSTRUCTIONS TO BIDDERS (SECTION 00100)

1.0 DEFINITIONS AND TERMS

- 1.1 Terms used in these Bidding Documents which are defined in the Conditions of the Contract for Construction (General, Supplementary, and other conditions) have the meanings assigned to them in those Conditions.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (d) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 On request, the City of Santa Fe, the "Owner", will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 2.3 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.
- 2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Owner (unless another issuing office is designated in the Invitation for Bid). The deposit, if any, will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within ten (10) calendar days after opening of Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS

- 3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Purchasing Officer in writing. Replies will be issued by Addenda provided to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids will not be answered. Only questions

answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute of “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that substitute an “or-equal” item of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the “effective date of the Contract.” Application to utilize substitute material or equipment shall be made to the Owner's Representative in writing, stating the request and the justification. If the substitution is accepted, the agreement between Contractor and Owner shall be documented in writing.

3.4 ADDENDA

3.4.1 No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg H, Santa Fe, New Mexico 87505 and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the bids.

3.4.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

3.4.3 The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.0 BIDDING PROCEDURES

The person or persons opening the bids will adhere to the following procedure and check for the following:

- 4.0.1 Bid – Name of the Bidder and the Number of the Bidder’s New Mexico Contractor’s License with a check for proper signatures.
- 4.0.2 Bid Bond.
- 4.0.3 Non-Collusion Affidavit of Prime Bidder.
- 4.0.4 Submittal, acknowledgement of Addenda, if any.
- 4.0.5 Properly executed Bid Form.
- 4.0.6 Certification of Equal Employment Opportunity
- 4.0.7 Certification of Non-segregated Facilities.

- 4.0.8 Subcontractor's Listing (as applicable).
- 4.0.9 Bidder's Qualifications Form
- 4.01 Local Preference (if applicable).
- 4.11 Veterans Preference (if applicable).
- 4.12 Signed Federal contract clauses
- 4.02 Current Certificate of Registration with New Mexico Department of Workforce Solutions

TWO COMPLETE COPIES OF THE BID SUBMITTAL ARE REQUIRED

If any of the above requirements have not been met, the bid shall be disqualified and considered a non-responsive bid. Any disqualified bids will not be read.

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineations, alteration, or erasure must be initialed by the signer of the Bid.
- 4.1.5 All requested Additive or Deductive Alternate Bids shall be Bid. If no change in the Base Bid is required, enter "No Change."
- 4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.
- 4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is an individual, a sole proprietor, a partnership, a corporation or joint venture. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor's license number and type, and the current Contractor's preference number. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- 4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 4.1.9 The address, to which communications regarding the Bid are to be directed, must be shown.

4.2 BID SECURITY

- 4.2.1 Bid security in an amount equal to at least 5% of the amount of the Bid shall be a bond provided by a Surety company authorized to do business in this State, or the equivalent in the form of a certified check, or otherwise supplied in a form satisfactory to the Owner. All Bonds shall be executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.
- 4.2.2 The Bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner in the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 4.2.3 The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.4 When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.
- 4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the Bid security.

4.3 MANDATORY PRE-BID CONFERENCE

- 4.3.1 The Owner of Record shall conduct a Pre-Bid Conference approximately twelve (12) calendar days prior to the Bid opening date stated in the Invitation for Bid.
- 4.3.2 The Owner of Record and his consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding substitutions and/or request clarification of the Bidding Documents. **The failure of a Bidder to attend shall disqualify them from bidding.**
- 4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE & RESIDENT VETERANS PREFERENCE

INTENT AND POLICY

The City of Santa Fe recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office. The process involves a short application and certification by the applicant of the information requested by the state resident preference statute. The certificate is generally issued immediately.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

New Mexico Resident Veteran Business Preference. New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) _____

4.5 SUBCONTRACTORS

4.5.1 The threshold amount for this project is \$5,000.00. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

The Bidder shall list the Subcontractors or material suppliers he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Document. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Owner for any reason as outlined herein.

- 4.5.2 The Owner shall consider any request for a change in the listed forms if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the Owner and the Bidder by not using the listed subcontractor. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the Owner's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the Owner.
- 4.5.3 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Owner's satisfaction that he actually has or will obtain, fully adequate facilities and plans to perform the work with his own forces.
- 4.5.4 Omission or non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.
- 4.5.5 Prior to the award of the Contract, the Owner will notify the Bidder in writing if, after due investigation and written findings of fact, the Owner has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute Subcontractor with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.
- 4.5.6 The successful Bidder shall, within seven (7) calendar days of notification of selection for the award of Contract for the work, submit the following information to the Owner:
 - (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and
 - (B) A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.
- 4.5.7 The successful Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.
- 4.5.8 Persons and organizations proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Paragraph 4.5.5 must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.
- 4.5.9 No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

4.6 SUBMISSION OF BIDS

- 4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be submitted in a sealed envelope marked with the Project title and name and address of the Bidder, New Mexico License # _____, and accompanied by the Bid Security, Subcontractors Listing, and other required documents listed in the Bid Documents.
- 4.6.2 The envelope shall be addressed to:

Purchasing Officer
City of Santa Fe
2651 Siringo Road, Building H
Santa Fe, NM 87505

The following information shall be provided on the front of the Bid envelope: Invitation for Bid number, date of opening, time of opening, and New Mexico License Number. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BIDS ENCLOSED" on the face thereof.

- 4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.
- 4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the office of the City's Purchasing Division, including those Bids submitted by mail. Hand-delivered Bids shall be submitted at the front desk of the City Purchasing Division and will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.
- 4.6.5 Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

- 4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.
- 4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 4.2.
- 4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.
- 4.7.4 After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:
 - (A) The mistake is clearly evident on the face of the Bid document; or
 - (B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

- 4.8.1 In submitting this Bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).
 - (A) Definitions – General Conditions, Sections 1.1 to 16.1;
 - (B) Supplementary Conditions, Sections 1.0 to 1.17;
 - (C) Bribes, Gratuities, and Kickbacks – Supplementary Conditions, Section 4.0;
 - (D) Contract Bond Requirements – Supplementary Conditions, Section 6.0

- (E) Equal Employment Opportunity – Labor Standards Provisions and other listed within the Contract Documents.

4.9 REJECTION OR CANCELLATION OF BIDS

- 4.9.1 An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

4.10 PROTESTS

- 4.10.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the City Purchasing Agent and the Owner in accordance with the requirements. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case more than within fifteen (15) calendar days after the facts or occurrences giving rise thereto.
- 4.10.2 The complete procedures and requirements regarding protest are available from the Purchasing Office upon request.

4.11 COMPETITIVE SEALED BIDS

- 4.11.1 Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

- 5.1.1 Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection. The Owner shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the Owner’s best interest.

5.2 BID EVALUATION AND AWARD

- 5.2.1 It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest base bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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.
- 5.2.2 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.

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the Bid and related documents by the Governing Authority, “as defined in the Supplementary Conditions”, with reasonable promptness.

5.4 IDENTICAL BIDS

- 5.4.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the Owner may:
- (A) Award pursuant to the identical low bid provisions of the City Purchasing Manual;
 - (B) Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
 - (C) Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;
 - (D) Award by lottery to one of the identical low Bidders; or
 - (E) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

- 5.5.1 When in the best interest of the public, the Owner may cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the Owner.

6.0 POST-BID INFORMATION

6.1 RETURN OF BID SECURITY

All Bid security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a check, will be returned after a satisfactory Contract bond has been furnished and the Contract has been executed. Bid securities in the form of Bid bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the City Purchasing Agent after the Notice of Award is sent by the Owner.

6.2 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under Contract or otherwise, as the Owner may decide.

6.4 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.

6.5 CONTRACT BONDS REQUIREMENTS

6.5.1 The successful Bidder, where the Contract price exceeds twenty five thousand dollars (\$25,000.00), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.

6.6 INSURANCE REQUIREMENTS

6.6.1 The selected Bidder shall purchase and maintain, in a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

6.6.2 The insurance shall be in limits not less than those stated in the General Conditions, enclosed in the Bid package, or greater if required by law.

6.6.3 The insurance coverage shall include worker's compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

6.6.4 All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

6.6.5 A valid certificate of insurance must be submitted to the Owner prior to issuance of a Notice-to-Proceed.

7.0 MINIMUM WAGE RATES

7.1 Pursuant to the requirements of any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction, alteration, demolition, or repair, or any combination of these, including painting and decorating of public buildings or public works, Contract may be subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions for this project.

7.2 COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract. This project is subject to Wage Rate Determination **SF-14-0697-H**.

8.0 OTHER INSTRUCTIONS TO BIDDERS

8.1 The Owner will make copies of available reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bidding Documents. Before submitting his Bid, each Bidder shall, at his own expense, make such additional investigations and tests

as the Bidder may deem necessary to determine his Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

- 8.2 It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) such permits or licenses required to carry out the construction. The City will also be responsible for the inspection of all work during construction and to issue a Certificate of Occupancy upon completion and acceptance of the construction by the City of Santa Fe.

9.0 STATE OF NEW MEXICO, DEPARTMENT OF WORKFORCE SOLUTIONS, LABOR RELATIONS, PUBLIC WORKS BUREAU CONTRACTOR AND SUBCONTRACTOR REGISTRATION

- 9.1 A contractor or subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau. The registration number shall be provided in the bid submitted for the Contractor in the space provided and for subcontractors with work proposed over \$50,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the Bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over fifty thousand dollars (\$50,000). It is the responsibility of the Contractor and the Subcontractor to ensure that the registration is completed prior to the Bid Opening.

INFORMATION AVAILABLE
TO BIDDERS

(SECTION 00200)

INFORMATION AVAILABLE TO BIDDERS

**Notice-to-Proceed
Initial Completion Time**

**August 18, 2014
316 Calendar Days**

The work is designated as City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: professional services for repairs, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping instrumentation and buildings. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

- Over 21 Well Sites
- 14 Ground Storage Tanks
- 2 Reservoirs
- 15 Booster Pump Station Sites, and
- 1 Treatment Plant Site

OPERATIONAL TIME FRAME

The time frame for this contract will be from Contract execution (final signature date) until June 30, 2015. All work will be done by individual Work Orders (WOs). Contractor may bill up to but not over the signed WO amount. Work may not begin before receipt of a fully executed WO except for instances of an Emergency Response request by the Water Division. In this (rare) case, Contractor is expected to begin work immediately, and the WO will be drafted in consultation between the Water Division and the Contractor's main office expeditiously.

(Instructions: Owner of Record to provide a description of existing site, existing buildings, or other existing conditions if information is necessary and not included elsewhere in the Bidding Documents.)

BID FORMS
(SECTION 00300)

EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
TS-1	Shop Drawings, Reports, O&M Manuals, Calculations, Permits, Scheduling, and CMMS Database Related Tasks				
a	Production of Required Reports, Calculations and Drawings, etc.	HR	400	_____	_____
TS-2	Work Site Protection, Cleanup and Disinfection				
a	Sanitary Protection and Disinfection of the System and Aquifer	HR	300	_____	_____
b	Work Site Cleanup	HR	100	_____	_____
TS-3	Pull and Install Well Pump Equipment				
a	Typical well is 750-ft of 8-in column with 2-1/2 x 1-1/2 –in rods	LF	3000	_____	_____
TS-4	Lower Well Pump				
a	Lower Pump Per TS – 4	LF	100	_____	_____
TS-5	Well Abandonment and Rehabilitation				
a	Job-hour rate bid as specified in TS – 5.	HR	250	_____	_____
TS-6	Well Inspection Video Surveys and Logs				
a	Production of one (1) Well Inspection Video Survey Log per TS - 6	LS Each	6	_____	_____
TS-7	Repair/Replacement of Well, Booster Station and Reservoir Equipment				
a	Repair/Replace Modify per TS - 7	HR	250	_____	_____
TS-8	Fabrication and Machine Shop Work				
a	Fabrication and Machine Shop Work per TS - 8	HR	250	_____	_____
TS-9	Contractor Owned Equipment				
a	Mark-up on Current “Blue Book” rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS - 9	%	\$2000	_____	_____
TS-10	Inspection of Work				
a	All Equipment & Labor as Applied to Inspection as Covered in TS - 10.	HR	150	_____	_____

CITY OF SANTA FE, NEW MEXICO
BID FORM (SECTION 00310)

**LUMP SUM PRICE OR
UNIT PRICE BID**

Section 00310

Invitation No: '14/42/B

Project: Contract for Emergency Repair for
Operations and Maintenance

Project No:

Date:

This Bid is submitted to: CITY OF SANTA FE
PURCHASING DIRECTOR
2651 SIRINGO ROAD, BUILDING H
SANTA FE, NEW MEXICO 87505

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is submitted in conformity with any agreement or rules of any group, association, organization, or corporations. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

- F. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.
4. The work is designated as City of Santa Fe Project, Emergency Repair for Operations and Maintenance project, and consists of, but is not limited to: construction and repair of water wells, valves, pumping stations, and any other incidental work such as pavement removal and replacement, traffic control all as required to replace or repair specified water distribution, water storage, and/or water supply infrastructure.

Contractor shall be responsible for verifications of all items, measurements and dimensions for bidding.

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

(All prices listed below are for a complete installed product and include all labor, materials, equipment, bonding, insurance, etc.)

The Bidder shall complete the work for the following prices:

Total Bid: _____ (\$ _____)
use words use numbers

TWO COMPLETE COPIES OF THE BID SUBMITTAL ARE REQUIRED

5. The Bidder agrees that:
- A. The work to be performed under the Contract shall be commenced within ten (10) days after, a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and that completion shall be achieved not later than the end of June 2015, except as hereafter extended by valid written Change Order by the Owner.
 - B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of One-Thousand Dollars (\$1,000.00) per consecutive calendar day that passes until the work is complete, not as a penalty, but as liquidated damages for such breach of the Contract.
 - C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
6. The following documents are attached to and made a condition of this Bid:
- A. Bid Bond
 - B. Non-Collusion Affidavit of Prime Bidder
 - C. Submittal, acknowledgement of Addenda, if any
 - D. Properly executed Bid Form
 - E. Certification of Equal Employment Opportunity
 - F. Certification of Non-segregated Facilities
 - G. Subcontractor's Listing (as applicable)
 - H. Bidder's Qualifications Form
 - G. State of New Mexico Department of Workforce Solutions Registration

If any of the above requirements have not been met, the bid will be considered to be non-responsive.

7. The terms used in this Bid and the Bidding and Contract Documents are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

_____ (General Partner)

Business address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

If a New Mexico Corporation: _____
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: _____

Telephone: _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

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

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

TWO COMPLETE COPIES OF THE BID SUBMITTAL ARE REQUIRED

**SUPPLEMENT TO
BID FORMS**

(SECTION 00400)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of 19

(Witness) (Principal) (Seal) (Title)

(Witness) (Surety) (Seal) (Title)

**INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM**

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County. A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g., as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

THIS FORM MUST BE
ATTACHED TO BOND

BID SECURITY FORM

Section 00420

Review and Approval: This Bond has been executed by a Surety named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

DATE:

Owner’s Representative or Governing Authority

00440

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and says:
that he is the duly appointed agent for _____
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe in connection with the
construction of _____
dated _____ day of _____, 20____, executed by _____
contractor, as principal and _____, as surety, signed by this deponent; and
deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him;
and that the full commission thereon has been or will be retained by him.

Subscribed and sworn to before me, a notary public in and for the County of _____, this _____ day of
_____, 20_____.

My Commission expires: _____

Agent's Address: _____

Telephone: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS
Section 00440

Instructions: All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired.

1. Name of Bidder: _____
2. Permanent main office address: _____

3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Contracts on hand (schedule these, showing amount of each Contract and the appropriate anticipated dates of completion): _____

7. General character of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____

9. Have you ever defaulted on a contract? _____
If so, where and why? _____
10. List the more important photovoltaic projects recently completed by your company, stating the approximate cost for each, and the month and year completed:

11. List your major equipment available for this contract:

12. Describe your organization's experience in construction work similar in importance to this project: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Section 00450

STATE OF)
)ss.
COUNTY OF)

_____ , being first duly sworn, deposes and says that:

- 1) He is the _____ of _____, the Bidder that has submitted and attached Bid;
2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3) Such Bid is genuine and is not a collusive or sham Bid;
4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and
5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission expires: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

Section 00460

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Section 00470

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

_____ Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please type)

Signature

Date

AGREEMENT FORMS

(SECTION 00500)

RFB for EMERGENCY REPAIR for OPERATIONS and MAINTENANCE

BID '14/??/B

A. Construction Agreement

CONTRACT

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

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

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

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

CONTRACT TERMS AND CONDITIONS

ARTICLE 1 SCOPE OF WORK

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

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

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

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

Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

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

ARTICLE 2
TERM

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

ARTICLE 3
COMPENSATION

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

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

ARTICLE 4
INVOICING AND PAYMENT

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

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

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

ARTICLE 5
INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 6
REPRESENTATIVES AND NOTICES

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

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

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

To Contractor: _____

To City:

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

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

ARTICLE 7 WORK ORDER CONDITIONS

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

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

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

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

7.3 The fixed unit prices shall apply to the Contract for "Emergency Repair for Operations and Maintenance". Work may be in any location within the Water Division system, dependant upon the demands placed upon the Water Division. The Water

Division is located primarily within or near the City of Santa Fe and includes the Buckman Well Field. WOs shall be made up of any combination of bid items required and shall be issued at any time during the term of the Contract.

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

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

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

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

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

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

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

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

ARTICLE 8
MATERIAL STOCK AND WORKFORCE REQUIREMENTS

8.1 In order to not delay the completion of projects required under this contract, the Contractor shall be required to keep a sufficient stock of materials on hand for the completion of the more ordinary projects. This is required due to the fact that these items cannot be secured immediately in Santa Fe. Contractor shall keep on hand the items listed below complete with all jointing materials and incidental supplies.

Contractor shall, for his convenience, consult the City's Authorized Representative one month prior to the termination of the Contract so that the inventory may be reduced and Contractor may have as few of the items on hand at the completion of the contract as practical.

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

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

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

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

ARTICLE 9 EMERGENCY REPAIRS

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

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

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

9.4 An authorized Representative will notify contractor of an emergency. A City representative will brief the Contractor, at the job site or at the division, prior to beginning emergency work. The Contractor shall provide supervision at the emergency location within two (2) hours after contact by the City, and labor and equipment to get underway with the work within six (6) hours of being contacted.

ARTICLE 10
WAGE RATES

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

ARTICLE 11
NON APPROPRIATIONS

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

ARTICLE 12
APPLICABLE LAW; CHOICE OF LAW; VENUE

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

ARTICLE 13
NON-DISCRIMINATION

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

ARTICLE 14
ASSIGNMENT; SUBCONTRACTING

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

ARTICLE 15
THIRD PARTY BENEFICIARIES'

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

ARTICLE 16
GENERAL AND SPECIAL PROVISIONS

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

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

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

ARTICLE 17
NEW MEXICO TORT CLAIMS ACT

17.1 Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the

New Mexico Tort Claims Act, do not waive 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.

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

CITY OF SANTA FE:

CONTRACTOR:

Javier M. Gonzales, Mayor

Name & Title

Date

Date

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:



Kelley A. Brennan,
Interim City Attorney

3/27/14

APPROVED:

Marcos A. Tapia, Finance Director

Business Unit / Line Item # _____

A. Performance Bond

A. KNOW ALL MEN BY THESE PRESENTS, that

_____ *(here insert the name and address or legal title of the Contractor)*

as Principal, hereinafter called Contractor, and

_____ *(here insert the legal title of Surety)*

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

B. WHEREAS, the Contractor has by written agreement dated _____, 2014, entered into a contract with the City of Santa Fe for the _____ in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

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

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

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

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

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

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

SIGNED AND SEALED ON _____, 20__.

My Commission Expires:

Notary Public

Contractor – Principal

By: _____

Title: _____

Approved as to form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

**BONDS, CERTIFICATES, AND
NOTICES (Sample Forms)**

(SECTION 00600)

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CITY OF SANTA FE
P. O. BOX 909
SANTA FE, NEW MEXICO 87504-0909

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:
Name and Title:

Signature:
Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CITY OF SANTA FE

P. O. BOX 909

SANTA FE, NEW MEXICO 87504-0909

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal) Company:

(Corporate Seal)

CONTRACTORS BONDING AND INSURANCE
COMPANY

Signature:

Name and Title

Signature:

Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certificate is issued as a matter of information only and confers no rights upon the addressee. It does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insured Covering (Project Name and Location) Addressee: <input type="checkbox"/> (Owner) <input type="checkbox"/>	COMPANIES AFFORDING COVERAGE	
	A	
	B	
	C	
	D	
	E	
	F	

This is to certify that the following described policies, subject to their terms, conditions and exclusions, have been issued to the above named insured and are in force at this time.

TYPE OF INSURANCE	CO. CODE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE
1. (a) Workers' Compensation (b) Employer's Liability				Statutory		Each Accident
2. Comprehensive General Liability including: <input type="checkbox"/> Premises - Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Personal Injury with Employment Exclusion Deleted				Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$	\$
				*Applies to Products and Completed Operations Hazard		\$ (Personal Injury)
3. Comprehensive Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Accident)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
4. Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella				Bodily Injury and Property Damage Combined	\$	\$
5. Other (Specify)						

- Products and Completed Operations coverage will be maintained for a minimum period of 1 2 year(s) after final payment.
- Has each of the above listed policies been endorsed to reflect the company's obligation to notify the addressee in the event of cancellation or non-renewal? Yes No

CERTIFICATION

I hereby certify that I am an authorized representative of each of the insurance companies listed above, and that the coverages afforded under the policies listed above will not be cancelled or allowed to expire unless thirty (30) days written notice has been given to the addressee of this certificate.

Name of Issuing Agency	Signature of Authorized Representative
Address	Date of Issue

DATE

NAME
ADDRESS
CITY/STATE/ZIP

RE:

Dear:

“OFFICIAL NOTICE-TO-PROCEED”

On _ _ , the City Manager awarded a Construction Contract to your firm for Emergency Repair for Operations and Maintenance– Bid Number 14/42 /B.

This letter shall serve as official Notice-to-Proceed with the work described for this project in the Contract Documents and _Request for Bids_____.

The award of the Contract is based on your Bid proposal dated _____, in the amount of \$_____.

Based on the date of issuance of this notice, as starting date, _ _ , and the _ () contract work time limit, the entire work under this Contract shall be substantially completed by _ _.

Attached are two (2) signed copies of the Agreement between Owner and Contractor. These are for your files and Surety Company.

Please comply with the requirements for filing payroll statements with the State Labor Commission and the City Contract Compliance Officer.

Please acknowledge receipt of this notice and return signed copies to the Owner (City of Santa Fe, Capital Improvements Program) and Engineer (Bill Huey; bchuey@santafenm.gov).

Sincerely,

RECEIPT ACKNOWLEDGED:

By

Date

Nick Schiavo, P.E.
Acting Public Utilities and Water Division Director
Sangre De Cristo Water Division

xc: Project/Book File

GENERAL CONDITIONS OF THE CONTRACT

(SECTION 00700)

NOTICE

This document has been prepared by the Capital Improvements Program (CIP) and Contract Compliance staff of the City of Santa Fe for use in construction projects.

DOCUMENT - SECTION 00710

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES;
CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH
RESPECT TO ITS COMPLETION OR MODIFICATION.)

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS	9. PAYMENTS AND COMPLETION
2. ADMINISTRATION – PUBLIC UTILITIES DEPARTMENT WATER DIVISION	10. PROTECTION OF PERSONS AND PROPERTY
3. OWNER	11. INSURANCE
4. CONTRACTOR	12. CHANGES IN THE WORK
5. SUBCONTRACTORS	13. UNCOVERING AND CORRECTION OF WORK
6. WORK BY OWNER OR BY SEPARATE CONTRACTORS	14. TERMINATION OF THE CONTRACT
7. MISCELLANEOUS PROVISIONS	15. EQUAL OPPORTUNITY
8. TIME	16. MINIMUM WAGE RATES

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Owner's Representative, or (4) a written order for a minor change in the work issued by the Owner's Representative. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Owner's Representative and the Contractor, but the Owner's Representative shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Owner's Representative and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The work comprises the design and completed construction required by the Contract Documents, and includes design specifications, and all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total design and construction of which the work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 No fewer than five (5) copies of the Contract Documents shall be signed by the Owner and the Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Owner's Representative shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith.

and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.

- 1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

ARTICLE 2

ENGINEER

2.1 DEFINITION

- 2.1.1 The Engineer is the person lawfully licensed to practice engineering, or an entity lawfully practicing engineering identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Engineer" means the Engineer or his authorized representative.

2.2 ADMINISTRATION OF CONTRACT – SANGRE DE CRISTO WATER DIVISION

- 2.2.1 The Engineer will provide administration of the Contract as hereinafter described.
- 2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.
- 2.2.3 The Engineer shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contract (Paragraph 4.10.1). The Engineer and his staff (including the on-site representative, if agreed upon) shall make at least three (3) weekly visits to the site at those critical points and at other times as the Engineer deems appropriate during the progress of the work. Additionally, the Engineer shall familiarize himself with the progress and quality of the work and determine if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as an Engineer, he shall guard the Owner against defects and deficiencies in the construction. Should the Engineer determine that any portion of the work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the Owner of the non-compliance and the nature of the work required to correct such non-compliance. The Engineer shall recommend to the Owner, in writing, to issue a "stop work order" for any portion of the work that does not substantially comply with the intent of the Contract Documents, except as follows.
- 2.2.4 The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Engineer shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Engineer shall reject work which does not meet or exceed the standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 2.2.5 The Engineer shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.

- 2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.
- 2.2.7 The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor.
- 2.2.8 The Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.
- 2.2.9 Claims, disputes, and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Engineer for decision which he will render in writing within a reasonable time.
- 2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- 2.2.11 The Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.12 The Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work in accordance with Subparagraph 7.6.2 whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.
- 2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the time is a component.
- 2.2.14 The Engineer will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the work as provided in Subparagraph 12.3.1.
- 2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion will receive and forward to the Owner for the Owner's review of written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of payment upon compliance with the requirements of Paragraph 9.9.
- 2.2.16 If the Owner and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 2.2.17 The duties, responsibilities and limitations of authority of the Engineer as the Owner's representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Engineer.

- 2.2.18 In case of the termination of the employment of the Engineer, the Owner shall appoint an Engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

OWNER

3.1 DEFINITION

- 3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Owner" means the Owner or his authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the work.
- 3.2.2 The Owner shall furnish all surveys describing the physical characteristics for the site for the Project.
- 3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.
- 3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.
- 3.2.6 The Owner shall forward all instructions to the Contractor through the Owner's Representative.
- 3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

- 3.3.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Owner to stop the work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

- 3.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Owner's Representative's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Owner's Representative. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

- 4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

- 4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner's Representative any error, inconsistency or omission he may discover. The Contractor shall be liable to the Owner or the Owner's Representative for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Owner's Representative in his administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

4.4 LABOR AND MATERIALS

- 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether or not incorporated or to be incorporated in the work.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

- 4.5.1 The Contractor warrants to the Owner and Owner's Representative that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements. Substitutions not properly approved and authorized, may be considered defective. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.
- 4.5.2 The **Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials** performed and supplied by him or his Subcontractors for a period of **two (2) years from the date of completion** as evidenced by the date of the Owner's Representative's Final Certificate of Payment of this Contract or Work Order. This also includes all labor required for replacing materials or equipment found to be defective within the two (2) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the Owner's Representative and are hereby warranted by the Contractor as much as if countersigned by him.
- 4.5.3 The Contractor shall be notified of any suspected failure within twenty-four (24) months of the date of the installation that any equipment fails to conform to Water Division specifications. Contractor shall then be responsible for notification of manufacturer.
- 4.5.4 The Contractor will be notified of a warranty claim by the Water Division within sixty (60) days after the Water Division receives the initial written report detailing the inspection results determined through removal of a down hole pump from a water well. The Contractor shall then be responsible for notification of pump manufacturer and arrangement for warranty repair and/or replacement of the pump accessories, wiring, pump and/or motor.
- 4.5.5 The Contractor shall and hereby does warrant and guarantee all asphalt and concrete installed for roadway and trail paving, curb and gutter, including all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of two (2) years from the date of completion as evidenced by the date of the Owner's Representative's Final Certificate of Payment of this Contract. This also includes all labor required for replacing roadway and trail paving, curb and gutter found to be defective within the two (2) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the Owner's Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.6 TAXES

NOT APPLICABLE

4.7 PERMITS, FEES AND NOTICES

- 4.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the Bids are received.
- 4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- 4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner's Representative in writing, and any necessary changes shall be accomplished by appropriate Modification.
- 4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, he shall assume full responsibility therefore and shall in turn

notify the Owner's Representative of such action.

4.8 ALLOWANCES

- 4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.
- 4.8.2 Unless otherwise provided in the Contract Documents:
- A. These allowances shall cover the cost to the Contractor, less any applicable trade discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
 - B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;
 - C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

- 4.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULES – on selected projects

- 4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule describing his operations for the thirty (30) day contract period. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the Contractor intends to commence and complete the various work stages, operations, and contract means planned to be started during the thirty (30) day contract period.
- 4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the Owner's Representative, within five (5) days after the effective date of Notice to Proceed, traffic control plans prepared by a qualified individual for this project.
- 4.10.3 The graphic network diagram shall consist of an arrow diagram or a geometric figure and connector diagram which clearly depicts the major subdivisions of the work, the order and interdependencies of activities planned by the Contractor, as well as, activities by others which affect the Contractor's planning. The intended time for starting and completing each activity shall be shown for each construction operation. For those activities lasting more than 30 days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.
- 4.10.4 Activities shown shall be coordinated insofar as possible with the Contract Bid items, types of work and maximum number of activities of each type.

- 4.10.5 The computer printout or list of activities shall show for each activity the estimated duration, the earliest starting and finishing dates, the latest starting and finishing dates, and float or slack time. Activities which constitute the critical sequence shall be identified showing a total job duration equal to the Contract Time.
- 4.10.6 The written explanation shall contain sufficient information to describe the construction methods to be used and to enable the Owner's Representative to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the Owner's Representative, the Contractor shall resubmit the rejected items within ten (10) days after rejection.
- 4.10.7 The analysis may employ the use of an electric computer or may consist of a non-computer analysis if the latter is suitable to analyze the number of activities required. The adequacy of the system selected shall be acceptable to the Owner's Representative.
- 4.10.8 The Contractor shall submit to the Owner's Representative monthly progress status reports on dates directed by the Owner's Representative. Such reports shall list those uncompleted activities which have less than 30 days float and which are either in progress or scheduled to be started within the next reporting period. For each of the listed activities, the following shall be shown:
 - A. Starting date scheduled in last critical-path-analysis.
 - B. Actual or intended starting date.
 - C. Revised activity duration, if any.

If the noted starting dates or duration delay the scheduled project completion date, the delay shall be named. Reasons for the delay shall be given with an explanation of the Contractor's proposed corrective action. The Contractor shall also note each activity completed during the report period.

- 4.10.9 A revised critical-path-type analysis shall be submitted when one or more of the following conditions occur:
 - A. When an approved Change Order significantly affects the contract completion date, or the sequence of activities.
 - B. When progress of any critical activity falls significantly behind the scheduled progress.
 - C. When delay on a non-critical activity is of such magnitude as to change the course of the critical path.
 - D. At any time the Contractor elects to change any sequence of activities affecting the critical path.

The revised analysis shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions.

- 4.10.10 The Contractor shall prosecute the work in accordance with the latest critical path type analysis. Deviations therefrom shall be submitted to the Owner's Representative for review. In the event that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours necessary to meet the Contract completion date. All additional cost resulting therefrom will not be borne by the Owner.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

- 4.11.1 The Contractor shall maintain at the site, for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Owner's Representative and shall be delivered to him for the Owner upon completion of the work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- 4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.
- 4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- 4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- 4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.
- 4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's Representative's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner's Representative in writing of such deviation at the time of submission and the Owner's Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's Representative's approval thereof.
- 4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner's Representative on previous submittals.
- 4.12.8 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner's Representative as provided in Subparagraph 2.2.13. All such portions of the work shall be in accordance with approved submittals.

4.13 USE OF SITE

- 4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not reasonably encumber the site with any materials or equipment.
- 4.13.2 The Contractor shall hold and save the Owner free and harmless from liability of any nature or kind arising from use, trespass or damage occasioned by third persons.

4.14 CUTTING AND PATCHING OF WORK

- 4.14.1 The Contractor shall be responsible for all cutting, fitting, patching or grading that may be required to complete the work or to make its several parts fit together properly.
- 4.14.2 The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contracts by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the work.

4.15 CLEANING UP

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up at the completion of the work, the Owner may do so as provided in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.
- 4.15.3 The Contractor shall be solely responsible for performance of the following clean up:
- A. Debris: Regardless of the nature of the debris, it shall be immediately cleared form the work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.
 - B. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.
 - C. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors, furnishings and structures at completion.
 - D. Removal of all Spots, Soils, and Other Contaminants for Paved Surfaces: The Contractor shall remove all spots, soil and debris from all paved surfaces and shall wash the same upon completion.
 - E. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

4.16 COMMUNICATIONS

- 4.16.1 The Contractor shall forward all communications to the Owner through the Owner's Representative.
- 4.16.2 The Contractor shall designate a contact person to establish and maintain communication with all residents who will be affected by this construction. The Contractor shall contact all affected residents and businesses at least one week prior to commencing work and will provide updates at least weekly to the residents. Residents and businesses whose ingress and egress from their property will be temporarily blocked shall be given notice at least 48 hours prior to the blockage. Those residents and businesses shall be provided with a start and finish time when the blockage will occur. All access to properties will be restored each evening by 5 pm. Work on the project shall not commence before 8 am.

4.17 ROYALTIES AND PATENTS

- 4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner's Representative.

4.18 INDEMNIFICATION

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's Representative and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such negligence shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

- 4.18.2 In any and all claims against the Owner or the Owner's Representative or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.18.3 The obligation of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Owner's Representative, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term "Subcontractor" does not include any separate Contractor or his Subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work at the Site.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Owner's Representative in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The Owner's Representative will promptly reply to the Contractor in writing stating whether or not the Owner or the Owner's Representative, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or the Owner's Representative to reply promptly shall constitute notice of no reasonable objection.
- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Owner's Representative has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.3 SUBCONTRACTUAL RELATION

- 5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Owner's Representative. Said agreement shall preserve and protect the rights of the Owner and the Owner's Representative under the Contract Documents with respect to the work to be

performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the Contractor, who shall cooperate therewith as provided in paragraph 6.2.
- 6.1.4 The Owner will contract with a design engineer for work during this Project. The Contractor **will** plan to work around and with this other firm.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and the separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.
- 6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Owner's Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.
- 6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.
- 6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.
- 6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend

such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

- 6.3.1 If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof to the Contractors responsible therefore as the Owner's Representative shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

- 7.1.1 The Contract shall be governed by the law of the State of New Mexico.
- 7.1.2 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him thereunder, without the previous written consent of the Owner.

7.2 WRITTEN NOTICE

- 7.2.1 Written notice shall be deemed to have been dully served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.3 CLAIMS FOR DAMAGES

- 7.3.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 7.4.1 The Contractor to whom the Contract is awarded shall furnish and pay for reputable and approved Performance and Labor and Material Payment Bonds, each for the full amount of the Contract Sum. Bonds shall be executed on standard AIA forms.

7.5 RIGHTS AND REMEDIES

- 7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 7.5.2 No action or failure to act by the Owner, the Owner's Representative, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

- 7.6.1 This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications. If the Contract Document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Owner's Representative timely notice of its readiness so the Owner's Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals. Tests specifically called for by specifications shall be made by a professional testing laboratory acceptable to the Owner's Representative, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the Owner's Representative in duplicate on acceptable forms.
- 7.6.2 If the Owner's Representative determines that any work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Owner's Representative's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7 INTEREST

- 7.7.1 The Owner will not pay interest on payments due and unpaid under the Contract Documents.

ARTICLE 8

TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.
- 8.1.3 The date of Substantial Completion of the work or designated portion thereof is the date certified by the Owner's Representative and approved by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.
- 8.1.4 The term "day" as used in the Contract Document shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are the essence of the Contract.
- 8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the

Owner's Representative or by any employees of either, or by any separate Contractor employed by the Owner or by changes ordered in the work, or by labor disputes, fire, unusual delay in unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the Owner pending arbitration, or by any other cause which the Owner's Representative determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner's Representative may determine.

- 8.3.2 Any claim for extension of time shall be made in writing to the Owner's Representative not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.
- 8.3.3 If written agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

- 9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

- 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner's Representative a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner's Representative may require. This schedule, unless objected to by the Owner's Representative, shall be used only as a basis for the Contractor's Applications for payment.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Owner's Representative an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Owner's Representative may require and reflecting retainage, if any, as provided elsewhere in the Contract Documents. On the Owner's Representative's recommendation, and after the Project is 50% or more complete, and if the Project is on schedule, the retainage may be reduced with the approval of the Owner. The full Contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Owner's Representative and the Owner.
- 9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site; and, if approved in advance by the Owner payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation

to the site for those materials and equipment stored off the site.

- 9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The Owner's Representative will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner with a copy to the Contractor for such amount as the Owner's Representative determines is properly due, or notify the Contractor in writing of his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.
- 9.4.2 The issuance of Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on his observations at the site and the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Owner's Representative shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

- 9.5.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to his Subcontractors in similar manner.
- 9.5.3 The Owner's Representative may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner's Representative on account of work done by such Subcontractor.
- 9.5.4 Neither the Owner nor the Owner's Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.
- 9.5.5 No Certificate for progress payment, no progress payment, nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.6 PAYMENT WITHHELD

- 9.6.1 The Owner's Representative may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2.
- 9.6.2. If the Owner's Representative is unable to make representations to the Owner, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Owner's Representative may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
- A) Defective work not remedied;
 - B) Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - C) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - D) Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
 - E) Damage to the work of another Contractor;
 - F) Reasonable evidence that the work will not be completed within the Contract Time; or,
 - G) Failure to carry out the work in accordance with the Contract Documents.
- 9.6.2 When the above grounds in Subparagraph 9.6.1 are removed or remedied, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

- 9.7.1 If the Owner's Representative does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the Owner's Representative, then the Contractor may, upon seven additional days' written notice to the Owner and the Owner's Representative, stop the work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Owner's Representative a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Owner's Representative, with the Owner, on the basis of an inspection determines that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion Form, AIA Document G704-1978, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security and maintenance, and the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Final Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial

Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the Owner for their written acceptance of the responsibilities assigned to them in such Certificate.

- 9.8.2 Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the Owner's Representative, the Owner shall make payment, reflecting adjustment in retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection and, if he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The Owner's Representative's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner's Representative (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Owner's Representative so confirms, the Owner shall, upon application by the Contractor and certification by the Owner's Representative and without terminating the Contract, make payment of the balance for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.4, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Owner's Representative prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- A) Unsettled liens;
 - B) Faulty or defective work appearing after Substantial Completion;
 - C) Failure of the work to comply with the requirements of the Contract Documents; and
 - D) Terms of any special warranties required by the Contract Documents.
- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible in initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.2.1.1 All employees on the work and all other persons who may be affected thereby;

10.2.1.2 All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

10.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or the Owner's Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and the Owner's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the

Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

- 11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.
- 11.1.2. The insurance coverage shall include worker's compensation, employers liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.
- 11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.
- 11.1.4. A valid certificate of insurance must be submitted to the Owner prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman’s compensation (including accident and occupational disease coverage)	Statutory
Employer’s Liability	\$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: \$500,000 each occurrence; \$1,000,000 aggregate. Property damage liability: \$500,000 each occurrence; \$1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: \$500,000 each person; \$1,000,000 each occurrence. Property damage liability: \$1,000,000 each occurrence

- 11.1.5 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 OWNER’S LIABILITY INSURANCE

- 11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under

the Contract.

11.3 PROPERTY INSURANCE

- 11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than \$25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.
- 11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.
- 11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Owner's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.
- 11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

- 11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

- 12.1.1 A Change Order is a written order to the Contractor signed by the Owner's Representative and the Contractor and approved in writing by the Owner. A Change Order may be issued only after the execution of the Contract and shall be the only means used to order changes in the work for which the Contractor requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.
- 12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being

adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

- 12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:
- A) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - B) By unit prices stated in the Contract Documents or subsequently agreed upon;
 - C) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - D) By the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall be determined by the Owner's Representative on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Owner's Representative's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Owner's Representative. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:
- A) Material quantities and unit costs;
 - B) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
 - C) Costs inherent in use of Contractor/Sub-subcontractor owned equipment;
 - D) Equipment rental, if any;
 - E) Workmen's compensation and public liability insurance;
 - F) General administration, overhead, supervision, project insurance and profit, based on the following

schedule:

Subtotal before Applying <u>the Percentage Shown</u>	<u>\$500 & Less</u>	<u>Over \$500</u>
Contractor for work performed by his own forces	22%	19%
Contractor for work performed by Subcontractor	10%	8%
Subcontractor for work performed by his own forces	18%	15%
Subcontractor for work performed by Sub-subcontractor	10%	8%
Sub-subcontractor for work performed by his own forces	18%	15%

- G) Employment taxes under FICA and FUTA; and
- H) State gross receipts tax (Contractor only).

12.1.7 The quotation for work under a Change Order shall be binding for sixty (60) days from the date submitted by the Contractor.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon verified claim by either party made within twenty days after the first observance of the conditions.

12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner's Representative written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the Owner authorizes an increase in the Contract Sum, the Owner and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Owner's Representative. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.2.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation, (2) any order by the Owner to stop the work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the work issued pursuant to Paragraph 12.3.1 or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claims as provided in Subparagraph 12.2.2.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Owner's Representative will have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

- 13.1.1 If any portion of the work should be covered contrary to the request of the Owner's Representative or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner's Representative, be uncovered for his observation and shall be replaced at the Contractor's expense.
- 13.1.2 If any portion of the work has been covered which the Owner's Representative has not specifically requested to observe prior to being covered, the Owner's Representative may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which case the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

- 13.2.1 The Contractor shall promptly correct all work rejected by the Owner's Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Owner's Representative's additional services made necessary thereby.
- 13.2.2 If, within two years after the Date of Substantial Completion of the work order or designated portion thereof or within two years after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the Owner.
- 13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.
- 13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Owner's Representative, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the Owner's Representative's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate Contractors destroyed or damaged by such correction or removal.

- 13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the work and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.
- 13.2.8 The foregoing rights and remedies of City are in addition to and do not limit any rights afforded to City by any other provision of this Contract.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

- 13.3.1 If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1 If the work is stopped for a period of thirty days under an order of court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Sub-contractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or because the Owner's Representative has not issued a Certificate for payment as provided in Paragraph 9.7, or because the Owner has not made payment thereon as provided in paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Owner's Representative, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

- 14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Owner's Representative that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site and of all material, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Owner's Representative's additional services made necessary thereby, and any damages sustained by the Owner as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the

Owner, as the case may be, shall be certified by the Owner's Representative upon application, in the manner provided in paragraph 9.4 and this obligation to the Contractor or to the Owner, as the case may be, shall be certified by the Owner's Representative upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.

- 14.2.3 In the event that the Project is abandoned by the Owner, the Owner may terminate this contract at any time by giving at least seven (7) days notice to the Contractor. In the event of termination, all work completed shall become the property of the Owner. The Contractor shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expense authorized by the Owner which are then due.
- 14.2.4 In the event the Contractor fails to perform the work in accordance with the Contract Documents, the Owner may terminate the Contract after giving the Contractor five (5) working days notice.

ARTICLE 15

EQUAL OPPORTUNITY

- 15.1 The Contractor shall maintain policies of employment as follows:
 - 15.1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without discrimination during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 - 15.1.2 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicant will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 16

MINIMUM WAGE RATES

- 16.1 The project is subject to *New Mexico Wage Decision # SF-14-0697-H* and the City of Santa Fe's Minimum Wage Ordinance both attached.

SUPPLEMENTARY CONDITIONS

(SECTION 00800)

SUPPLEMENTARY CONDITIONS (SECTION 00800)

SUPPLEMENTARY CONDITIONS

This document is intended to be used in conjunction with the General Conditions of the Contract.

ADDITIONAL CONDITIONS

- 1.0 **DEFINITIONS** - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.
 - 1.1 **ADDENDUM:** Written or graphic instrument issued prior to the execution of the Contract which modifies or interprets the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA
 - 1.2 **ADDITIVE OR DEDUCTIVE ALTERNATE BID:** Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.
 - 1.3 **BASE BID:** Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.
 - 1.4 **BID:** A complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.
 - 1.5 **BID LOT:** A major item of work for which a separate quotation or proposal is requested.
 - 1.6 **BIDDER:** One who submits a Bid for a prime contract with the Owner, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the Owner.
 - 1.7 **BIDDING DOCUMENTS:** Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the work consist of the Owner-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.
 - 1.8 **DAY:** Calendar day, which is every day shown on the calendar, beginning and ending at midnight.
 - 1.9 **CENTRAL PURCHASING OFFICE:** The Central Purchasing Office is the City of Santa Fe Purchasing Department.
 - 1.10 **GOVERNING AUTHORITY:** The Governing Authority of the City of Santa Fe for the execution of construction contracts is the Mayor and City Manager.
 - 1.11 **INVITATION FOR BID:** The Bidding Documents utilized for soliciting sealed Bids. "Invitation to Bid" shall have the same meaning as "Invitation for Bid".
 - 1.12 **OWNER:** The City of Santa Fe, New Mexico.
 - 1.13 **PROCUREMENT OFFICER:** The Director of the Purchasing Division, or a designee authorized to enter into or

administer contracts and make written determination with respect thereto.

- 1.14 RESPONSIBLE BIDDER: 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, construction, or items of tangible personal property described in the Bidding Documents (13-1-82, NMSA 1978).
- 1.15 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award.
- 1.16 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.
- 1.17 USER: The City of Santa Fe or agencies or designated entity for whose use the Project is being constructed.

2.0 CONTRACT AUDIT

The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing (13-1-161, NMSA 1978).

3.0 DEBARRED OR SUSPENDED CONTRACTORS

A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, or City Purchasing provisions shall not be permitted to do business with the City and shall not be considered for award of contract during the period for which it is debarred or suspended.

4.0 BRIBES, GRATUITIES, AND KICK-BACKS

- 4.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).
- 4.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

5.0 PROTESTS (CITY PURCHASING MANUAL)

- 5.1 Any Contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Agent and the Owner. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, not more than fifteen (15) calendar days after the facts or occurrences giving rise thereto.
- 5.2 In the event of a timely protest under the City Purchasing Manual, the City Purchasing Agent and the Owner shall not proceed further with the procurement unless the City Purchasing Agent or the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner.

- 5.3 The City Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning a procurement.
- 5.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees.
- 5.5 The City Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A) State the reasons for the action taken; and,
 - B) Inform the protestant of the right to judicial review of the determination pursuant to the City Purchasing Manual.
- 5.6 A copy of the determination issued under the City Purchasing Manual shall be mailed to the protestant.

6.0 CONTRACT BOND REQUIREMENTS

- 6.1 The Successful Bidder, where the Contract Price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.
- 6.2 Personal sureties may be accepted if the Owner so determines in advance, but in such case the amount of the Bond shall be the full Contract Price, and the sureties shall justify under oath in amounts above liabilities and exemptions aggregating double the amount of the Bond.
- 6.3 Special attention of Bidders is called to the requirements of Section 13-4-18 through 13-4-20, NMSA 1978 regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.
- 6.3.1 The right to sue on this Bond accrues only to the Owner and the parties to whom Sections 13-4-18 through 13-4-20, NMSA 1978 grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

7.0 NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

- 7.1 Section 7-1-55A, NMSA 1978 provides that any person (as defined in Section 7-1-3, NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.
- 7.2 If the total sum to be paid under the contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (7-1-55B, NMSA 1978).
- 7.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

8.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

- 8.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the City of Santa Fe, as those terms are used in the Gross Receipts and Compensating Tax Act (Section 7-10-1 to 7-10-5, NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.
- 8.2 The identification number is needed to properly complete the approval process of the contract; therefore, so as to cause no delay in the processing, the Contractor must register with the State of New Mexico, Taxation and Revenue Department. For information contact:

Revenue Division
Taxation and Revenue Department
Manual Lujan Building
1200 St. Francis Drive
Santa Fe, New Mexico 87503
(505) 988-2290
- 8.3 If any person who performs services for the City of Santa Fe is not registered to pay the gross receipts tax, the City shall withhold payment of the amount due until the person has presented evidence of registration with the Taxation and Revenue Department to pay the gross receipts tax.

9.0 CONTRACT WITH NONRESIDENT PERSON OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

- 9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24, NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

10.0 STATE ALLOWANCES

- 10.1 The Contractor shall purchase the "Allowed Materials" as directed by the Owner through the Owner's Representative/Engineer on the basis of the lowest and the best Bid of at least three competitive Bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the Contract Price shall be adjusted accordingly. The adjustment in Contract Price made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable section of the Specifications covering the work.

11.0 MINIMUM WAGE RATES

- 11.1 This project is subject to New Mexico State Wage Rate *Wage Decision # SF-14-0697-H* and the City of Santa Fe's Minimum Wage Ordinance both of which are attached.

12.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED

- 12.1 The provided forms issued by the Owner are to be utilized by the Contractor, Owner's Representative/Engineer, and the Owner pursuant to the requirements of the General Conditions.

13.0 STATE OF NEW MEXICO, CONSTRUCTION INDUSTRIES DIVISION (CID)

- 13.1 The Contractor, at his own expense, shall secure the required building permits from the State CID as required for

this Project. Contractor shall adhere to the requirements established for inspections.

14.0 CITY OF SANTA FE REQUIREMENTS

- 14.1 The General Contractor shall include in the Bid the cost of all landfill dumping fees; additionally, the Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.
- 14.2 Construction debris and human debris must be cleaned from the site before contractor leaves site daily.
- 14.3 The Contractor shall adhere to any applicable City of Santa Fe ordinances, resolutions, guidelines, and other requirements to complete the work.

CONTRACT EXHIBITS

Exhibit I – Wage Rates and Labor Enforcement Fund Registration

Exhibit II – Technical Specifications

Exhibit III – Standard Project Details

Exhibit IV – City of Santa Fe Minimum Wage Ordinance

Exhibit V – Public Utilities Department Water Division Construction Standards and Specifications

Exhibit VI – Construction Drawings

EXHIBIT I – WAGE RATES AND LABOR ENFORCEMENT FUND REGISTRATION

1.0 WAGE RATES

This project is subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project are as listed in the New Mexico State Labor and Industrial Commission Minimum Wage Rate Decision Number **SF-14-0697-H** .

A copy of this decision is bound in these documents immediately following this page. The Contractor shall submit within three days of the notice of award, a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor and subcontractor. In addition, all Contractors and sub-contractors shall submit one (1) certified copy of the project bi-weekly payroll, as required, to the City of Santa Fe Water Division, 801 W. San Mateo Road, Santa Fe, NM 87505, C/O Project Engineer, not later than five (5) working days after the close of each payroll period. The prime contractor shall be responsible for the submission of copies of payrolls of all sub-contractors. In addition, the contractor must ensure that when the project has been completed, the Affidavits of Wages Paid (AWP) is sent to the City of Santa Fe, Water Division at the same address as provided above.

This project is subject to the City of Santa Fe Minimum Wage Rate Ordinance Compliance: under Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 as well as any subsequent changes to the ordinance throughout the term of this contract.

(New Mexico State Labor & Industrial Commission Wage Rate Decision **WGD** & City of Santa Fe Minimum Wage Ordinance 2003-8 Following This Sheet

New Mexico Department of Workforce Solutions
Public Works

625 Silver Ave SW, Suite 410, Albuquerque, NM 87102
Phone: (505)-841-4400 fax to: (505) 841-4423 or Email to: public.works@state.nm.us

Wage Decision # SF-14-0697 H

NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 09/03/14

Description and Location of Work: RFB for Emergency Repair for Operations and Maintenance

The work to be performed with this Contract consists of furnishing all equipment, labor and materials for the for repair, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping instrumentation and buildings in the City of Santa Fe and parts of Santa Fe County, for over 21 well sites, 14 ground storage tanks, 2 reservoirs, 15 booster pump station sites, and 1 treatment plant site, in accordance with the drawings, specifications, and other Contract Documents.

City of Santa Fe

County of Santa Fe

801 W. San Mateo Rd

REMINDER for Agency Conducting BID Process: If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.

After the Contracting Agency awards this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including all tiers of subcontractors) and fax or mail it to the address above. *If the project is canceled*, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: _____ License#: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Project Contact's name: _____ E-Mail: _____

Approximate Date Work to Start: _____

Estimated Completion Date: _____

Estimated Cost of Project: _____

Bid Opening Date: _____

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and sub-contractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) _____

Printed Name _____

Email address for Contracting Agency (not agent) _____ Required Field

Date _____

8/29/13

SUBCONTRACTOR LIST

DO NOT list suppliers or professional services (such as surveyors)
INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4423

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # SF-14-0697 H

General Contractor: _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed: _____ Start Date: _____ Amount (\$): _____

RFB for Emergency Repair for Operations and Maintenance : Wage Decision # SF-14-0697 H

The work to be performed with this Contract consists of furnishing all equipment, labor and materials for the for repair, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment and buildings in the City of Santa Fe and parts of Santa Fe County, for over 21 well sites, 14 ground storage tanks, 2 reservoirs, 15 booster pump station sites,

Type H - Heavy Engineering, Effective January 1, 2014

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	27.35	10.23	0.20
Boilermaker	18.50	3.31	0.56
Bricklayer/Blocklayer/StoneMason	20.78	4.73	0.54
Carpenter/Lather	20.86	6.00	0.35
Millwright/Piledriver	26.38	5.96	0.40
Cement Mason	21.83	6.98	0.40
Electricians Outside Classifications			
Groundman	21.14	10.23	0.25
Equipment Operator	23.96	10.23	0.25
Lineman/Tech	24.55	10.23	0.25
Cable Splicer	25.73	10.23	0.25
Inside Classifications			
Wireman/Tech	26.85	8.36	0.54
Cable Splicer	28.58	8.36	0.54
Sound Classifications			
Installer	0.00	0.00	0.00
Technician	0.00	0.00	0.00
Soundman	0.00	0.00	0.00
Glazier	0.00	0.00	0.00
Ironworker	31.04	9.40	0.42
Painter (Brush/Roller/Spray)	16.00	3.78	0.00
Plumber/Pipefitter	28.30	11.00	0.32
Roofer	19.56	11.34	0.23
SheetmetalWorker	27.56	14.20	0.42
Operators			
Group I	33.08	6.98	0.35
Group II	33.28	6.98	0.35
Group III	33.86	6.98	0.35
Group IV	33.88	6.98	0.35
Group V	33.88	6.98	0.35
Group VI	34.03	6.98	0.35
Group VII	34.08	6.98	0.35
Group VIII	34.23	6.98	0.35
Group IX	34.73	6.98	0.35
Group X	35.53	6.98	0.35
Laborers			
Group I	14.95	4.27	0.26
Group II	15.25	4.27	0.26
Group III	15.55	4.27	0.26
Group IV	16.12	4.27	0.26
Group V	16.37	4.27	0.26
Group VI	15.10	4.27	0.26
Group VII	15.04	4.27	0.26
Group VIII	15.50	4.27	0.26
Group IX	15.70	4.27	0.26
Group X	16.37	4.27	0.26
Truck Drivers			
Group I	15.05	4.94	\$0.26
Group II	15.25	4.94	\$0.26
Group III	15.45	4.94	\$0.26
Group IV	15.65	4.94	\$0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "H" CONSTRUCTION.

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
625 Silver Ave SW Suite 410
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4420

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are assigned by statute to each project stakeholder.

Contracting Agency

- Ensure that all contractors/prime contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) and Sub-Contractor list to Labor Relations Division promptly after the project is awarded.
- Provide updates to the Sub-Contractor list to the Labor Relations Division

General Contractor

- Provide to the Contracting Agency within 3 (Three) days of award a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor.
- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the owner/contracting agency.
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.
- Confirm the Wage Rate poster, provided by the Labor Relations Division, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.

“AN EQUAL OPPORTUNITY EMPLOYER”

Additional Information

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link.

www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at kim.kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406
Stacey Lowrey Stacey.Lowrey@state.nm.us 505-841-4412

**STATEMENT OF INTENT TO PAY PREVAILING WAGES
To Be Completed Before Construction Starts
ALL FIELDS ARE REQUIRED**

FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAYS OF THE AWARD

General Contractor Information		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Start Date:	State Wage Decision Number:	
Project Title:	Project Physical Address:	
Total Contract Amount:	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
Sub Contractor Information	Sub Contract Amount:	Start date on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
2nd, 3rd, etc. Tier Sub-Contractor Information	Contract Amount:	Start date on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78).

Contractor's Signature

Date

INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor contract amount.

NOTE: A separate signed form is needed for each contractor.

2ND TIER SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

3RD TIER AND HIGHER CONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier

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

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

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

1. TS – 1 Shop Drawings, Reports, O&M Manuals, Calculations, Permits, Scheduling, and Computerized Maintenance Management System (CMMS) Database related tasks:

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

2. TS – 2 Work Site Protection, Cleanup and Disinfection: - The TS – 2 man-hour rate bid shall apply to all material, equipment and labor applied to the following work, which is more fully described below:

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

- i. If the above procedures are not followed, the City may withhold payment due the Contractor until the work site cleanup is complete or the City may cause completion and deduct the cost of cleanup from payment due, or which may become due, to the Contractor.
- 3. TS – 3 Pull and Install Well Pump Equipment.:** The TS-3 unit price bid shall apply only to well rig, well rig appurtenances, materials, and tools, and all associated well rig operation personnel applied directly to pulling and setting a well pump and airlines. The term “well pump” shall include all column pipe, shaft, inner column, bearings, spiders, pump bowls, suction pipe, and strainer.
- a. Payment for all labor, material, and equipment applied directly toward pulling and installing a well pump shall be the TS-3 unit price bid times the sum of linear feet of assembled well pump pulled and installed. Payment for installation of additional linear feet as a part of pump installation shall also be per the TS-3 unit price. Payment for airline testing, lateral measurements and verification of pump and equipment operation shall be per TS-7.
 - b. Prior to pump removal, the Contractor is responsible for scheduling well video survey and logging. Within one working day after pump removal, the Contractor must notify the City representative that the well is available for video survey and logging. If the Contractor performs the video survey, a copy of the videotape and written log will be delivered to the City within five days of the video survey.
 - c. During well pump pulling and installation, the concrete pedestal shall be blown or brushed away from the open well casing to keep it free of debris. Prior to column pipe installation, debris and loose scale shall be cleared from pipe. Excess pipe dope shall be wiped from external surfaces during installation of each joint.
 - d. Prior to installing the well pump, the Contractor shall ensure that the oil depth in the well is checked and that a well depth sounding test is made to determine the height and quantity of silt and debris at the well bottom. The Contractor will remove any oil by bailing, unless expressly waived by the City representative. The Contractor must discuss with the City representative whether the amount of fill, silt, or debris in the well warrants bailing of this material prior to pump equipment installation. Payment and procedures for bailing will be per TS-5.
 - e. Prior to installing the well pump, if there is not an existing chemical feed line at the pump base, the Contractor will request that a chemical feed line installation be authorized. Upon receiving authorization, the concrete pump pedestal and well casing will be cored and the chemical feed piping installed. The Contractor shall insure the transition from the chemical feed line into the well casing is smooth to prevent damage to a well sounder line. Payment for labor and materials for chemical feed line installation will be per other TS items.
 - f. During pump installation two (2) stainless steel airlines will be strapped to the pump column and will run from the top of the pump to the surface in one continuous piece, without joints. The Contractor shall have the well water level airlines pressure tested prior to installing the motor and other appurtenances. If there is an airline lead, the Contractor must lift or remove the discharge head and correct the leak. If the leak cannot be corrected, the City representative must be called on site for inspection prior to installing motor or appurtenances.
 - g. If the above procedures are not followed, the Contractor shall be responsible for all expenses associated with the removal and reinstallation of discharge head, motor, and appurtenances in order that the correction or inspection of an airline leak may be accomplished.
 - h. Once tested and proven operational, all airlines shall be separately and permanently mounted with pressure gauge ports per City specification. Payment related to pressure gauge ports shall be per other TS items.

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

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

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

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

pump and related equipment is within industry standard tolerances and vibration measurements or other relevant observations are not greatly improved upon retesting.

- h.** If the new pump assembly as indicated from factory or field testing does not meet specified performance tolerances, or if there is insufficient total lateral to allow the factory recommended lateral setting at the design flow and TDH point and at the 80% of design flow and associated increase in TDH on the manufacturer's curve without excessive friction due to up thrust or down thrust, the City may, at the City's sole option, reject the pump and refuse payment to the Contractor for all costs associated with the pump. The total lateral at the 80% condition shall assume total wear through any lateral wear rings in the pump. The total lateral at the design point shall assume no wear of any lateral wear rings. The Contractor shall be responsible for removing the deficient pump and replacing it with a pump that meets specifications. The Contractor shall bear all costs associated with this corrective action.
- i.** Pump Assembly Data Supplied with Pumps. Data sheets supplying only the characteristic data within the list below shall be submitted prior to final selection of a pump type and prior to assembly. After pump assembly and any factory testing, the list below shall be fully completed and resubmitted prior to shipment and prior to beginning pump installation. Failure to complete and submit the data sheets in the above manner shall be sufficient cause for rejection of the pump or withholding of payment until compliance is met, at the City's option:

 - i. Name of pump Manufacturer.
 - ii. Type of Pump.
 - iii. Number of stages.
 - iv. Impeller diameter and relative pump curve number, material, finish grade, coatings, treatment,
 - v. Impeller dynamic balance upper test data or limits if test data is inaccessible
 - vi. Factory certified curve for pump supplied, to include flow vs. TDH, efficiency curve, horsepower curve, theoretical NPSH required curve, and shut-off head.
 - vii. Bowl material and pressure rating compared to design and shutoff TDH conditions.
 - viii. Bowl shaft material and diameter.
 - ix. Head and capacity at design point, and shut-off head.
 - x. Maximum horsepower required anywhere on the curve.
 - xi. Total lateral and lateral wear ring depth available in pump to be supplied.
 - xii. Factory calculations showing line shaft elongation, column elongation, and line shaft-column differential for design point, point of 80% of design flow, zero flow rate and a maximum of five other pumping rates to be determined by the City.
 - xiii. Limits on operating conditions affecting the warranty.
 - xiv. Net weight of complete pumping unit.

12. TS – 12 Well Test Pumping: This item covers well test pumping utilizing Contractor furnished equipment. The Contractor shall furnish driver equipment of sufficient horsepower rating to pump at the flow rate, TDH, and bowl setting determined by the City. The Contractor shall, as required, furnish acceptable flow measurement device, pump bowls, column, inner column, discharge head of sufficient

size and capacity to perform the test, and discharge piping of size and length required. Contractor shall be responsible for operation of driver equipment, and shall take all field measurements. The City may take independent measurements.

- a. Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.
- b. Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.
- c. Labor applied to the operation of the driver equipment during test pumping shall be per TS-12 job-hour rate bid. Note that this is not a man-hour rate bid item. Contractor payment for set up of driver and auxiliary equipment and for any Contractor furnished equipment utilized in the well test pumping shall be negotiated as a separate lump sum prior to authorization of work. Installation and removal of the test pump, column pipe, suction pipe, and strainer shall be per TS-3.

13. TS – 13 Job Site Security: Payment for job-site security personnel provided shall be per the TS-13 job-hour rate bid. Note that this is not a man-hour rate bid item. Security personnel may be required for protection of Contractor and City owned equipment. Conditions warranting job-site security may include lack of built in security fencing or fencing temporarily removed for Contractor access to work. Estimates submitted by the Contractor for jobs shall include the cost of job-site security. Time logs signed by security personnel must be attached to billing. The Contractor shall provide job-site security at night and on weekends when necessary and also when requested by the City.

14. TS – 14 Rental Equipment: This item covers the use of equipment rented by the Contractor. Estimates submitted by the Contractor for jobs requiring rental equipment shall include the estimated cost, and an itemized list, of the rental equipment to be applied to the job.

- a. Payment shall be as per Contractor's invoice cost plus the TS-14 percent over invoice bid. The Contractor shall submit supplier invoices for all rental equipment with billing.
- b. Contractor shall provide the rental rate per day for a "Bobcat" skid steer and Auger attachment.
- c. The City reserves the right to contact other local major vendors to determine that a rental cost incurred by the Contractor is reasonable. If the cost of equipment through other suppliers is 5% or more lower than the Contractors invoice cost, the City shall pay the lower cost, plus the bid percent over invoice.

15. TS – 15 Subcontract Work: This item covers the utilization of subcontractors. Subcontracted work may include the use of licensed electricians or plumbers, specialized consultants, vibration analysis and dynamic balancing, excavation, material testing, inspection and analysis, specialized laboratory testing, hauling, cleaning, and painting.

- a. Payment shall be Contractor's invoice cost plus percent over invoice bid. Estimates submitted by the Contractor for subcontracted work shall include the estimated cost and type of subcontracted work to include itemized estimates of material, equipment, and labor to be provided by the subcontractor.

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

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

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

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

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

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

Buckman Well Field

Site	Equipment	Manufacture	Serial # or Notes	HP	Amps/Ratio/Gpm	Rated Volts/Head	
Buckman Well Field Production Wells	Well 1	Well Motor	GE CPJ315011	400	453 A	460 V	
		Pump	Aurora Pump Set at 840 feet.		1200 gpm	820 feet Head	
		SUB Motor	Grundfos				
	Well 2	Well Motor	GE OSG071018	450	493 A	460 V	
		Pump	Gould Pump Set at 680 feet.		678 gpm	844 feet Head	
		SUB Motor	Grundfos				
	Well 3	SUB Motor	Franklin S23982	100	126 A	460 V	
		Pump	Gould Pump Set at 700 feet.		370 gpm	799 feet Head	
		SUB Motor	Grundfos				
	Well 4	Well Motor	GE CHJ301108	200	230 A	460 V	
		Pump	American Tur Pump Set at 750 feet.				
		SUB Motor	Grundfos				
Well 5	Well Motor	GE DHJ419136	150	173 A	460 V		
	Pump	Peerless Pump Set at 750 feet.					
	SUB Motor	Grundfos					
Well 6	Well Motor	GE CHJ301106	200	230 A	460 V		
	Pump	Pump Set at 750 feet.					
	SUB Motor	Grundfos					
Well 7	Gas Engine	Cummins 25171984	400				
	Gear Head	Amarillo 300	300				
	Pump	Peerless Pump Set at 800 feet.		750 gpm	1010 feet Head		
	SUB Motor	Grundfos					
Well 8	Gas Engine	Cummins 25173832	400				
	Gear Head	Amarillo 179648	300	2-3			
	Pump	Peerless Pump Set at 620 feet.		900 gpm	815 feet Head		
	SUB Motor	Grundfos					
Well 9	SUB Motor	Franklin			230 V		
	Pump	Pump Set at 960 feet.					
	SUB Motor	Grundfos					
Well 10	Well Motor	US Motor G07-02171074-100-R1	200	227 A	460 V		
	Pump	Gould 474654 Pump Set at 660 feet.	10	800 gpm	667 feet Head		
	SUB Motor	Grundfos 15 gpm at 123 feet Head.	0.5	12	115 V		
Well 11	Well Motor	US Motor G08-02174034-100-R1	250	274 A	460 V		
	Pump	Gould 472610 Pump Set at 700 feet.	14	650 gpm	1053 feet Head		
	SUB Motor	Grundfos 15 gpm at 348 feet Head.	1.5	13.1	230 V		
Well 12	Well Motor	US Motor G08-02189514-100-R1	250	274 A	460 V		
	Pump	Gould 471622 Pump Set at 800 feet.	14	675 gpm	1026 feet Head		
	SUB Motor	Grundfos 15 gpm at 246feet Head.	1	9.8	230 V		
Well 13	Well Motor	US Motor G08-02189514-100-R2	250	274 A	460 V		
	Pump	Gould 474655 Pump Set at 660 feet.	9	900 gpm	601 feet Head		
	SUB Motor	Grundfos 15 gpm at 123 feet Head.	0.5	12 A	115 V		
Buckman Pipeline	Booster 1	Pump 1	Boost Motor	US Motor G08-02170555-100-R1	400	442 A	460 V
			Pump	Johnston GE1088		2900 gpm	178 psi
			Pump	US Motor G08-02170555-100-R2	400	442 A	460 V
	Booster 2	Pump 2	Boost Motor	US Motor G08-02170555-100-R2	400	442 A	460 V
			Pump	Johnston GE1039		2900 gpm	178 psi
			Pump	US Motor G08-02170560-100-R1	400	442 A	460 V
	Booster 3	Pump 3	Gas Engine	Waukesha C10493-1	585		
			Gear Head	Amarillo 183955	450	1:1	
			Pump	Peabody		2900 gpm	410 feet Head
	Booster 4	Pump 1	Boost Motor	US Motor G08-02170560-100-R1	400	442 A	460 V
			Pump	Johnston GE1035		2900 gpm	178 psi
			Pump	US Motor G08-02170560-100-R2	400	442 A	460 V
Booster 5	Pump 2	Boost Motor	US Motor G08-02170560-100-R2	400	442 A	460 V	
		Pump	Johnston GE1032		2900 gpm	178 psi	
		Pump	US Motor G08-02170560-100-R3	400	442 A	460 V	
Booster 6	Pump 3	Gas Engine	Waukesha C10493-2	585			
		Gear Head	Amarillo 183956	450	1:1		
		Pump	Peabody		2900 gpm	410 feet Head	
Booster 7	Pump 1	Boost Motor	US Motor G08-02170560-100-R3	400	442 A	460 V	
		Pump	Johnston GE1033		2900 gpm	178 psi	
		Pump	US Motor G08-02170560-100-R4	400	442 A	460 V	
Booster 8	Pump 2	Boost Motor	US Motor G08-02170560-100-R4	400	442 A	460 V	
		Pump	Johnston GE1037		2900 gpm	178 psi	
		Pump	US Motor G08-02170560-100-R5	400	442 A	460 V	
Booster 9	Pump 3	Gas Engine	Waukesha C10493-3	585			
		Gear Head	Amarillo 183974	450	1:1		
		Pump	Peabody		2900 gpm	410 feet Head	
Booster 10	Pump 1	Boost Motor	US Motor G08-02170560-100-R5	400	442 A	460 V	
		Pump	Johnston GE1036		2900 gpm	178 psi	
		Pump	US Motor G08-02170560-100-R6	400	442 A	460 V	
Booster 11	Pump 2	Boost Motor	US Motor G08-02170560-100-R6	400	442 A	460 V	
		Pump	Johnston GE1034		2900 gpm	178 psi	
		Pump	US Motor G08-02170560-100-R7	400	442 A	460 V	
Booster 12	Pump 3	Gas Engine	Waukesha C10493-4	585			
		Gear Head	Amarillo 183873	450	1:1		
		Pump	Peabody		2900 gpm	410 feet Head	

City Well Field

	Site	Equipment	Manufacture	Model #	Serial # or Notes	HP	Rated Amps/GPM	Rated Voltage/Head	
Stand-Alone City Well Sites	Northwest Well	Gas Engine Gear Head Well Motor Pump Sub Pump	Cummins Amarillo US Motor	GTA19 C300 C0498043895-001R	2523922 Pump Set at 780 feet.	430 300 300	1:1 315 A	480 V	
	Agua Fria	Well Motor Pump	US Motor Goulds	8F60 11CHC 9 Stage	H0803103715100R1 9 Stage Pump Set at 410 feet.	200	227 A 880 gpm	480 V 590 feet	
	Ferguson	SUS Motor Pump	Franklin		Pump Set at 509'	60	78 A	480 V	
	St. Mike's	Well Motor Pump	US Motor Goulds	8F71 10WAHC 13 Stage	H0803109583-100R 13 Stage Pump Set at 671 feet.	125	142 A 340 gpm	480 V 745 feet	
	Osage	Well Motor Pump	GE		FGJ630129 Pump Set at 520 feet.	150	173 A	480 V	
City Well Sites with Treatment and/or Pump Stations	Alto	Production Well	SUS Motor Pump	Franklin		60	78 A	480 V	
		Blower 1	Blower Motor	Baldor	EM4107T		25	28.2 A	480 V
		Blower 2	Blower Motor	Baldor	EM4107T		25	28.2 A	480 V
		Blower 3	Blower Motor	Baldor	EM4107T		25	28.2 A	480 V
		Pump Station	Pump 1	Boost Motor Pump	US Motor Aurora	C048605326001P 8RM 11 Stage	20	24 A 325 gpm	480 V 228 feet Head
	Pump 2	Boost Motor Pump	US Motor Aurora	C0396038418001P 8RM 11 Stage	20	24 A 325 gpm	480 V 228 feet Head		
	Santa Fe	Production Well	SUS Motor Pump	Franklin		Pump Set at 556 feet.			
		Pump 1	Boost Motor Pump	GE Aurora	5K234XX688A 8RM 10 Stage	ESJ507264 10 Stage	25	32.4 A 325 gpm	480 V 212 feet Head
		Pump 2	Boost Motor Pump	GE Aurora	5K2340M688A 8RM 10 Stage	ESJ507263 10 Stage	25	32.4 A 325 gpm	480 V 212 feet Head
		Blower Booster	Blower Motor Boost Motor Pump	Baldor Sterling	JMM3218T CS30AMB		5	7 A 300 gpm	480 V 35 feet Head
		Booster	Boost Motor Pump	Lessons Myers	C184T17FK18 MYA33951		5	6.7 A	480 V
	Torrone	Production Well	SUS Motor Pump	Franklin Goulds	239805021 7CHC 4 Stage	700229 4 Stage Pump Set at 504 feet.	75	94 A 500 gpm	480 V 385 feet Head
		Pump 1	Boost Motor Pump	GE Aurora	5K256DP8008P 8RXL 13 Stage	C8216 13 Stage	20	26.2 A 225 gpm	480 V 252 feet Head
		Pump 2	Boost Motor Pump	GE Aurora	5K256DP8008P 8RXL 13 Stage	C8216 13 Stage	20	26.2 A 225 gpm	480 V 252 feet Head
		Ten Million Gallon	Transfer Pump	Boost Motor Pump	US Motor Peerless	X06X0960544R-1 20H-1	G81974	100	121 A 8000 gpm
House Pump			Boost Motor Pump	Baldor Grundfos	84204515 CR	B91122148	3	8.2 A	480 V
Demijury Pump Station	Pump 1		Boost Motor Pump	US Motor Flowsolve	404TP 12EML 6 Stage	6 Stage	100	114 A 850 gpm	480 V 336 feet
	Pump 2		Boost Motor Pump	US Motor Flowsolve	404TP 12EML 6 Stage	6 Stage	100	114 A 850 gpm	480 V 336 feet
	Pump 3		Boost Motor Pump	US Motor Flowsolve	404TP 12EML 6 Stage	6 Stage	100	114 A 850 gpm	480 V 336 feet
	East High Level	Pump 1	SUS Motor Pump	Franklin Grundfos	2385165010 NS240 7 Stage	7 Stage	30	39.5 A 220 gpm	480 V 309 feet
Pump 2		SUS Motor Pump	Franklin Grundfos	2385165010 NS240 7 Stage	7 Stage	30	39.5 A 220 gpm	480 V 309 feet	
Hydro Pump Station		Pump 1	Boost Motor Pump	Marathon Aurora	444TSTD57028BB 411BF		150	175 A 1400 gpm	480 V 294 feet
	Pump 2	Boost Motor Pump	Marathon Aurora	444TSTD57028BB 411BF		150	175 A 1400 gpm	480 V 294 feet	
	Pump 3	Boost Motor Pump	Marathon Aurora	445TSTFN8028BA 411BF		200	225 A 2100 gpm	480 V 294 feet	
Summit Pump Station	Pump 1	SUS Motor Pump	Grundfos	NS 400 6 Stage	6 Stage	50	67.7 A 375 gpm	480 V 381 feet	
	Pump 2	SUS Motor Pump	Grundfos	NS 400 6 Stage	6 Stage	50	67.7 A 375 gpm	480 V 381 feet	
	Pump 3	SUS Motor Pump	Grundfos	NS 400 6 Stage	6 Stage	50	67.7 A 375 gpm	480 V 381 feet	
Northwest Quadrant Pump Station	Pump 1A	Boost Motor Pump	Grundfos	A91140284P10915 3555	Vertically mounted 4 pump unit.	15	20.5 A 498 gpm (max)	480 V 248 feet Head	
	Pump 1B	Boost Motor Pump	Grundfos	A91140284P10915 3555	Vertically mounted 4 pump unit.	15	20.5 A 498 gpm (max)	480 V 248 feet Head	
	Pump 1C	Boost Motor Pump	Grundfos	A91140284P10915 3555	Vertically mounted 4 pump unit.	15	20.5 A 498 gpm (max)	480 V 248 feet Head	
	Pump 1D	Boost Motor Pump	Grundfos	A91140284P10915 3555	Vertically mounted 4 pump unit.	15	20.5 A 498 gpm (max)	480 V 248 feet Head	
	Pump 2	Boost Motor Pump	GE	12 DHC / 6 11072 - V, Turbine	B312227A \ PVT-C079209-01 6-Stage Pump; 8-in. discharge	150	166 A 870 gpm	480 V 415 feet Head	
	Pump 3	Boost Motor Pump	GE	12 DHC / 6 11072 - V, Turbine	B312227B \ PVT-C079209-02 6-Stage Pump; 8-in. discharge	150	166 A 870 gpm	480 V 415 feet Head	
Northwest Quadrant Pump Station	Pump 4	Boost Motor Pump	GE	13 GHC / 7 11072 - V, Turbine	B312228A \ PVT-C079210- 7-Stage Pump; 8-in. discharge	150	166 A 870 gpm	480 V 415 feet Head	
	Pump 5	Boost Motor Pump	GE	17 JHC / 3 11072 - V, Turbine	312228A \ PVT-C079211- 3-Stage Pump; 10-in. discharge	400	441 A 3500 gpm	480 V 335 feet Head	
	Pump 6	Boost Motor Pump	GE	17 JHC / 3 11072 - V, Turbine	312228A \ PVT-C079211- 3-Stage Pump; 10-in. discharge	400	441 A 3500 gpm	480 V 335 feet Head	

EXHIBIT V – STANDARD PROJECT DETAILS

01 – Work Order Form

WORK ORDER

RFB for EMERGENCY REPAIR for OPERATIONS and MAINTENANCE

Bid #'14/42/B

Contract No.
W.O. # _____

Contract Expiration Date: _____
Change Order # _____

Date: _____

___ Construction – Funding Source _____
___ Emergency Repair – Funding Source _____

Project Description:

Location: _____
SDCW Project Engineer/Manager: _____
Project Inspector: _____
Drawing #: _____

Construction Period: _____ (Calendar Days)
Start Date: _____
Finish Date: _____

Estimated W.O. Cost: \$ _____ ** Actual Cost \$ _____
**Quantity Sheet Attached

Payment shall be made in accordance with the following Bid Items numbers: (List)

All work shall be done in accordance with contract terms and conditions. Payment shall be made at the unit prices bid in Exhibit I – Unit Price Schedule for work defined in Exhibit IV – Work Description with Measurement & Payment.

City of Santa Fe

Contractor

Water Division Authorized Rep.

Date

Date

Water Division Director Date

EXHIBIT III – STANDARD PROJECT DETAILS

01 –Project Sign

Another Public Utilities Improvement!



**SANGRE DE CRISTO
WATER DIVISION
CITY OF SANTA FE,
NEW MEXICO**



DAVID COBB
Mayor

REBECCA WILRZBURGER
Mayor Pro Tem

City Councilors

PAITI J. BURSEE
District 1

CHRIS CALVERT
District 1

ROSEMARY ROMERO
District 4

REBECCA WILRZBURGER
District 4

MIGUEL M. GARCIA
District 5

GABRIEL A. DOMINGUEZ
District 5

MATTHEW E. ORTIZ
District 4

RONALD S. TRULLILO
District 4

GALEN BULLER
City Manager

PROJECT NAME
CIP XXXX

PROJECT COST: \$XXX,XXX.XX

ESTIMATED COMPLETION: Date, 20XX

CONTRACTOR: Name

CONTRACTOR CONTACT: Name and Number

WATER DIVISION CONTACT: Name and Number

www.santafe.org

**Thanks for your patience while we're
Making and Keeping Santa Fe Beautiful...Again!**

EXHIBIT IV – CITY OF SANTA FE MINIMUM WAGE ORDINANCE INFORMATION

City of Santa Fe

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose:

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects:

- All profit and nonprofit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance:

- Affected businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Nonprofit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention:

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

Enforcement and Remedies:

- Administrative Enforcement—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- Criminal Penalty—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- Other Remedies—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

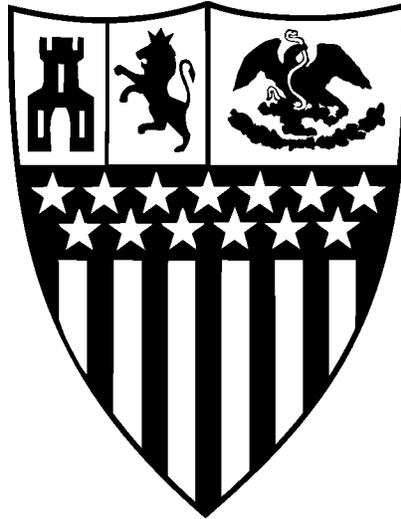
Posting and Publication:

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov

EXHIBIT V– Public Utilities Department Water Division Construction Standards and Specifications

City of Santa Fe



Public Utilities Department Water Division Construction Standards and Specifications

Rev. January 2014

**City of Santa Fe
Public Utilities Department
Sangre De Cristo Water Division
Construction Standards and Specifications**

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**SECTION A
GENERAL PROVISIONS**

A.1 Referenced Construction Specifications and Construction Drawings: The following specifications and drawings shall be included as a part of these specifications by this reference:

1. SDCW Approved Standard Detail Drawings (These drawings are located at the end of this document.)
2. American Water Works Standard Specifications (AWWA Specifications), latest published revision.
3. New Mexico Standard Specifications for Public Works Construction.
4. New Mexico Department of Transportation Standard Specifications for road and bridge construction (NMDOT Specifications), latest published revision.
5. ASTM Standards
6. The following SDCW Construction Specifications shall take precedence over referenced specifications in items #1 - #4 above.

A.2. Developer Construction: Developer installed public water distribution system improvements shall be done in accordance with the *Agreement to Construct and Dedicate Public Improvements* requirements. The developer and the developer's contractor are responsible for completing work in accordance with these specifications. The developer and the developer's contractor shall be referred to herein as the Contractor for developer installed public water distribution systems. The term Owner as used in this document refers to the Developer.

A.3 Access to Inspection: All construction work shall be monitored by SDCW's Supervising Engineer or designated representative for strict compliance with all applicable specifications, codes and standards. Contractor shall provide access to all water system facilities for inspection purposes and notify SDCW's Supervising Engineer prior to commencing work. Contractor shall notify SDCW 24 hours in advance of work to be performed outside normal working hours.

Failure to provide proper access for inspection of work or to notify SDCW of work to be performed after normal working hours shall result in said work being unacceptable to SDCW until complete access and inspection is made. Contractor shall give the supervising engineer a 24 hour advance notice of overtime work scheduled. SDCW will provide overtime inspection as agreed by the supervising engineer in such instances where the overtime work is required for convenience or necessity of the public. Overtime inspection shall not be done solely for the Contractor's convenience.

Any overtime work shall be inspected by SDCW on the following regular work day, in cases where SDCW does not provide overtime inspection.

A.4 Interference with Service and Schedule of Work: Contractor shall be required to arrange his construction schedule with the intent of maintaining continuous service to SDCW users to the fullest extent possible from existing facilities. No outage shall exceed 4 hours unless coordinated directly with the SDCW. Should a conflict between the contract work and service occur, Contractor shall, as directed by the supervising engineer, discontinue the work.

Contractor shall have SDCW approval for any water shutoff and connections to existing mains prior to the scheduling of any construction. Contractor shall distribute shutoff notices to the general public as necessary. Contractor shall not operate an existing SDCW valve or fire hydrant unless specifically authorized to do so and such operation shall be under the direction of SDCW on site personnel.

Contractor may be required to do work outside of normal working hours if SDCW deems it necessary for the convenience of SDCW's customers and the general public. When the Contractor is required to shutoff existing waterline to perform any wet connections, Contractor shall, as directed by SDCW, notify each affected customer no less than 48 hours in advance of the anticipated service interruption. SDCW will provide forms detailing the information to be provided to affected customers. Also, Contractor and SDCW shall determine when shutoff will be made so that a notice may be placed in the local newspaper by SDCW. These actions shall be taken to give the water users ample time to arrange for a temporary supply of water.

A.5 Construction Water: Construction water shall be used in accordance with current City water ordinances. Contractor shall be required to pay for all potable and non-potable water used for construction purposes. If existing water of satisfactory quality for the construction needs can be found from other than the SDCW source, Contractor may obtain his water from that source.

A.6 Protection of Utilities and Property: During performance of the work, Contractor shall protect all utilities and property from damage. All utilities shall be spotted prior to any excavation work by Contractor. Contractor shall call New Mexico One Call (811), and request utilities' locations forty-eight (48) hours prior to excavation in accordance with New Mexico One Call operating procedures.

The Contractor shall attempt to locate sewer laterals and other private service lines. Contractor shall contact property owners prior to construction and request location information. Any sewer laterals cut during excavation shall be repaired by Contractor at no additional cost to SDCW. Payment for repair of sewer service laterals shall be considered paid in the Construction price for water pipe in place.

A.7 Barricades and Signs: Any signs used by Contractor during performance of work shall conform to the Manual of Uniform Traffic Control Devices.

A.8 Work in Streets Right-of-Way: All of Contractor's construction work in street rights of way shall be done in strict accordance with the applicable controlling public agency's construction specifications, rules, regulations ordinances.

Contractor shall coordinate with the proper public officials and receive approval from said officials prior to any street closing or detouring required due to the work to be performed. Permit costs are considered incidental and included as part of placing of pipe

A.9 Maintenance of Traffic: Contractor shall maintain traffic flow(s) and accessibility to private property(s) as close to normal condition as possible. Contractor shall notify residents, city and state officials, as appropriate, of any driveway or road closure.

A.10 Environmental Issues: The Contractor's obligation to obey any environmental laws or standards is not limited by the following items.

A.10.1 Protection of Vegetation: Contractor shall protect existing vegetation from removal or damage wherever possible. Contractor shall confine construction work to specified construction limits as shown on the drawings or defined in the specifications. Should Contractor damage or remove any vegetation outside

the construction limits, Contractor shall restore the affected area to its original state at no expense to SDCW or the Owner.

A.10.2 Revegetation of Disturbed Areas: Within the City of Santa Fe municipal boundary, Contractor shall revegetate as required by City of Santa Fe Ordinances.

A.10.3 Archaeological/Cultural Permits: Contractor shall not commence excavations within the City of Santa Fe without a permit issued by the Santa Fe Planning Department.

A.10.4 Slope Protection: Contractor shall comply with the conditions of the City of Santa Fe's Terrain Management Ordinance, where applicable.

A.10.5 Water Conservation: Contractor shall use reasonable effort to conserve water during construction. Based on drought or other conditions, SDCW may require Contractor to use effluent water, collect flushing water for reuse, or other water conservative construction methods.

A.10.6 Separation between Water and Sewer: Parallel water and sanitary sewer lines must be placed at least ten (10) feet apart horizontally, and the water line must be at a higher elevation than the sewer. If it is impossible to meet these criteria, the water and sewer will be placed in separate trenches at a horizontal separation approved by the SDCW supervising engineer, and the water line shall be at least two (2) feet above the sewer. When water and sewer lines cross each other, the water line shall be at least two (2) feet above the sewer.

A.11 Soil Testing: Testing for soil compaction requirements, proctor analysis, and any other material testing shall be done by a testing lab with all material testing to be certified by a professional engineer registered in the State of New Mexico. Test locations and intervals shall be at the direction of SDCW and shall be Contractor's responsibility to also comply with all testing necessary for all work done in public right-of-way per the controlling agency's requirements. A copy of all testing shall be mailed from the testing lab directly to SDCW and the Owner. The cost of material testing shall be incidental to the pipe laying bid items.

A.12 Work in Railroad Right-of-Way: Contractor shall not work within railroad right-of-way without a license issued by the railroad owning the right-of-way. All work done by the Contractor shall comply with the requirements of the license.

A.13 Work in NMSH&TD Right-of-Way: All construction work in NMSH&TD right-of-way shall be done in strict accordance with applicable NMSH&TD requirements as specified in *Right of Way Manual, Railroad and Utility Unit*. Traffic signs, warnings, and barricades, shall be provided by Contractor and shall conform to NMSH&TD requirements. Work within NMSH&TD construction projects shall meet all applicable project specifications and requirements.

A.14 Restoration of Unpaved Driveways and Streets: Unsurfaced and gravel surfaced driveways and streets shall be left in the same or better condition as they existed prior to construction. Grading shall be done with the appropriate type of grading equipment. Payment for gravel surface replacement shall be limited to a maximum width of the trench width plus eight feet. Any necessary surface replacement and grading outside of the trench width plus eight feet shall be made by Contractor at no expense to SDCW or the Owner. Easement areas shall be graded to match existing contours.

A.15 Certificate of Compliance: A Certificate of Compliance shall be furnished to SDCW and the Owner by Contractor for all material that has specification requirements listed in the contract or as directed by the supervising engineer. Certificate of compliance shall be signed and notarized by the material manufacturer stating that the material supplied for Work under the contract meets all required specifications.

A.16 Safety Standards: The contractor shall have a documented safety program and shall have a designated safety officer to provide safety surveillance for work performed on the SDCW water system. The contractor shall ensure that all subcontractors comply with the safety provisions. The contractor's safety program shall include all necessary training, personal protective equipment, and other safety equipment and procedures necessary for all type of work performed on the SDCW water system.

SECTION B
INSTALLATION OF WATER MAINS AND SERVICES

B.1 General: Construction of public water mains for the SDCW system will be in accordance with the New Mexico Standard Specifications for Public Works Construction published by the New Mexico Chapter of the American Public Works Association except as noted below. The SDCW specifications take precedence over the APWA specification in the event of any conflict between the two documents. The DEVELOPER is responsible for obtaining a copy of the APWA specifications.

B.2 APWA Section 701 - Trenching, Excavation and Backfill: Section 701 of the APWA specifications will be used with the following exceptions:

Section 701.8: REMOVAL OF EXISTING PAVEMENT, SIDEWALK, AND DRIVEWAY: The CONTRACTOR is responsible for obtaining any required pavement cutting permits. All pavement cuts shall conform to the requirements imposed by the pavement cut permits issued for the job.

Section 701.11.4: BLASTING: Replace this sentence: "Blasting shall be under the supervision of a person qualified and experienced in the use and handling of explosives." with: "Prior to any blasting, CONTRACTOR shall submit a Santa Fe County Blasting permit application to SDCW and shall obtain any applicable Santa Fe County or City permits."

Section 701.13.3.4: Delete this section and replace with: "The CONTRACTOR shall utilize acceptable native material in the embedment zone in conformance with these specifications. No additional compensation for importing a different material for the embedment zone will be allowed. The CONTRACTOR shall utilize acceptable native material in the compacted fill above the embedment zone in conformance with these specifications. Additional compensation for importing a different material for the compacted fill above the embedment zone will only be allowed if the native material is Class IV, Class V or rock."

Section 701.14.1: Organic materials such as wood, roots, etc. are also excluded from final backfill.

Section 701.14.2: Delete this section and replace with: "Final backfill shall be compacted as shown on the APWA utility trenching details unless otherwise specified in the contract documents or road cut permit."

Section 701.15.4: Add the following to the end of this section: "For each lift of backfill, compaction tests will be taken as directed by SDCW. At a minimum, tests will be required 300 feet apart along pipe centerline at each 2 foot depth interval. Tests will be staggered horizontally from tests taken at lower lifts. The testing frequency must meet the requirements of the agency responsible for maintaining the road."

Section 701.17.3: Add the following to the end of this section: "No additional payment will be made for excavation or blasting beyond the specified limits of the trench configuration."

Section 701: Add this section: "Exploratory digging shall only be performed with written authorization from the SDCW supervising engineer. Exploratory digging shall not be used for any type of work that is ordinarily a part of normal construction (i.e. locating existing utilities in advance of trenching and pipe laying, etc.)."

Section 701: Add this section: "The supervising engineer must issue written approval authorizing the use of imported backfill outside the pipe embedment zone prior to use. The contractor shall submit Proctor Test analysis showing import material suitability prior to placement."

B.3 APWA Section 710 - Boring, Drilling and Jacking: Section 710 of the APWA specifications will be used with the following exceptions:

Section 710.3.1: Delete the last sentence in this section and replace with "The allowable tolerance as to grade and alignment of the installed casing shall not exceed 2 inches per hundred feet of casing length or as approved by SDCW based on site conditions."

Section 710.3.2: Redwood skids are not acceptable. CONTRACTOR shall use prefabricated casing spacers shown on the Approved Materials List and install in accordance with SDCW Standard Detail Drawings.

Table 710.4.2: Replace with the following table:

CASING SIZE VERSUS CARRIER SIZE

Carrier Pipe (Nominal Size)	Steel Casing Diameter and Wall Thickness
6"	14" Schedule 30
8"	16" Schedule 30
10"	18" Standard Class
12"	22" Standard Class
14"	26" Schedule 20
16"	28" Schedule 20
20"	30" 0.375" Wall
24"	36" 0.375" Wall
3/4"-2" Cu Tubing	4" Schedule 40 PVC
3/4"-2" Cu Tubing	4" Schedule 40 Steel

B.4 APWA Section 801 - Installation of Water Transmission, Collector, and Distribution Lines:
Section 801 of the APWA specifications will be used with the following exceptions:

Section 801.2: Add the following references: AWWA C905, latest revision.

Section 801.3.1.2: Delete this section (U.S. material preference)

Section 801.3.2.2: Delete this section and replace with the following: "CONTRACTOR shall install the pipe material shown on the SDCW construction drawing."

Section 801.3.2.3: Delete the following sentence: "All pipe shall be of domestic manufacture and origin."

Section 801.3.4.8: CONTRACTOR will use the SDCW valve card to meet the requirement of this section.

Section 801.3.7.1: Delete "National Standard Fire Hose Coupling Screw Threads" and replace with "Santa Fe Fire Department Standard Screw Threads shall be furnished unless SDCW construction drawings specify National Standard Fire Hose Coupling Screw Threads." Also, normal bury depth for SDCW is 4 1/2 to 5 feet unless field conditions require a deeper bury.

Section 801.3.7.5: Add this section: "Repaint the fire hydrant bonnet with Wellborn Traffic Yellow, Sherwin Williams Utility Yellow, or SDCW approved equivalent paint. CONTRACTOR shall apply fire hydrant number decal to match the fire hydrant number assigned on the SDCW construction drawing using decals provided by SDCW."

Section 801.3.8 PRESSURE REDUCING VALVE: Delete this section. PRV valve requirements will be shown on the SDCW construction drawing.

Section 801.3.9 TAPPING SLEEVES: Tapping sleeves will be as shown in SECTION C, Approved Materials.

Section 801.4 WATER VALVE DATA CARD: Delete the water valve data card shown in the APWA specifications and use the water valve data card attached to these specifications.

Section 801.5 FIRE HYDRANT DATA CARD: Delete the fire hydrant data card shown in the APWA specifications and use the fire hydrant data card attached to these specifications.

Section 801.7.1 Add the following to the end of this section: "See the SDCW Standard Detail Drawings for storm drain and other pipe crossing requirements."

Section 801.8.1: The minimum cover over SDCW pipe shall be 4 feet or as shown on the SDCW project drawing.

Section 801.9.3: Add the following to the end of this section: "End(s) of the pipe(s) shall be covered at all times except during actual work on the pipe."

Section 801.9.5: Add the following to the end of this section: "Changes in horizontal or vertical alignment from the drawings or field staking shall be made only when approved by the Engineer."

Section 801.9.10: Add this section: Trace wire shall be installed on all water mains and appurtenances. The wire shall be installed in such a manner as to be able to properly trace all pipelines and services without loss or deterioration of signal or without the transmitted signal migrating off the tracer wire. An insulated 12 gauge copper wire shall be laid along with the pipe in accordance with SDCW specifications. The color of the wire shall be blue. This continuous conductor wire shall be laid with terminations at terminal boxes, valve boxes, fire hydrants, or meter cans as directed by the SDCW representative.

Trace wire shall be installed in the same trench and inside bored holes and casing with pipe during pipe installation. It shall be secured to the pipe as required to insure that the wire remains adjacent to the pipe. The trace wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and it shall be accessible at all trace wire access points.

Except for approved spliced-in repair or replacement connections, tracer wire shall be continuous and without splices from each trace wire access point.

Trace wire access points shall be accessible at all new water valve boxes, water meter boxes, blowoffs, ARVs, fire hydrants, irrigation turnouts and access manholes. Concentrations of multiple proposed valves near pipe intersections, i.e. tees or crosses, may require more than one access point assembly in each concrete valve box collar. Trace wire access points shall be within public right-of-way or public utility easements.

If the spacing of valves and meters is greater than one-half (1/2) mile, the trace wire shall be looped up in a 2" PVC pipe to be located at a right-of-way fence line or at a cross fence line, as applicable, for protection. A PVC cap shall be placed on the 2" pipe when used, but it shall not be solvent welded onto the pipe.

At the point of connection between ductile iron water mains, with any non-iron water main, the tracer wire shall be properly connected to the iron pipe with a cad weld or approved equivalent. Tracer wire welds shall be completely sealed with the use of an approved mastic type sealer specifically manufactured for underground use. Mastic shall be applied in a thick coat a minimum of one quarter inch (1/4") thick and shall be protected from contamination by the backfill material with the use of a plastic membrane.

Tracer wire shall be laid flat and securely affixed to the pipe at 10 foot intervals. The wire shall be protected from damage during the execution of the works. No breaks or cuts in the tracer wire or tracer wire

insulation shall be permitted. At water service saddles, the tracer wire shall not be allowed to be placed between the saddle and the water main.

At all water main end caps, a minimum of 6 feet of tracer wire shall be extended beyond the end of the pipe, coiled and secured to the cap for future connections. The end of the tracer wire shall be spliced to the wire of a six pound zinc anode and is to be buried at the same elevations as the water main.

Connections between the main line tracer wire and branch connection tracer wire shall only be allowed at services, ARVs, blowoffs, irrigation turnouts and laterals.

The branch connection tracer wire shall be a single tracer wire properly spliced to the main line tracer wire. DryConn Direct Bury Lug Aqua water tight connectors, or approved equal, shall be used to provide electrical continuity.

For directional boring installations, two #12 tracer wires, listed above, shall be installed with the pipe and connected to the tracer wire at both ends, or cad welded to the existing iron pipe at both ends.

The tracer wires shall be laid flat and securely affixed to the top and side of the pipeline at five foot (5') intervals to insure its placement during the boring operation.

Contractor shall perform a continuity test on all trace wire in the presence of the Engineer or the Engineers' representative. If the trace wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of the wire.

At all repair locations where there is existing tracer wire, the tracer wire shall be properly reconnected and spliced as outlined above.

Section 801.10.3: Replace the first sentence of this section with: "Plastic pressure pipe shall be installed in accordance with applicable sections of AWWA M 23, C 900 and C905 and manufacturer's printed recommendations."

Section 801.12.1: Replace this section with the following: "The CONTRACTOR shall use mechanical thrust restraint devices at fitting and pipe joints. Concrete thrust blocking shall not be used unless specifically authorized by SDCW. Dry blocking shall be used only when authorized by Supervising Engineer. Dry blocking is to be used only for tie-in to existing pipe where service restoration time does not allow for the use of poured in place concrete and thrust restraints are not feasible.

Concrete thrust blocking is to be placed in accordance with SDCW Standard Detail Drawings. The concrete must have a minimum compressive strength of 3,000 psi. ($f_c = 3,000$ psi.) Compressive cylinder tests of concrete may be requested by the SDCW representative and are included the bid cost for thrust blocking. Fittings and bolts are to be covered with plastic prior to placement of concrete. Thrust blocking details for vertical bends will be provided by the SDCW representative and will be based on site conditions.

Mechanical thrust restraints must be placed in accordance with the manufacturer's recommendations and provide the restrained lengths shown on SDCW Standard Detail Drawings. Mechanical thrust restraints must be used where restrained pipe is called out on the construction drawings. Full lengths of pipe shall be placed next to the fitting in order to reduce the need for harness restraints, where possible.

Section 801.17 FLUSHING AND DISINFECTING WATER LINES: Disinfecting water mains shall be done in strict accordance with AWWA Specifications C651, latest revision, except as herein specified. Flushing shall be done prior to chlorination in such a manner so that the water being flushed travels throughout the main length. If no fire hydrant is installed as part of the main, then the flushing shall be done through adjacent existing fire hydrants or through a tap at no extra pay. The procedure for applying chlorine will be in strict accordance with Section 5.2.3 of AWWA C651, latest revision. A tap shall be made by Contractor at no extra pay for insertion of the chlorine. This tap shall be located where it can be used as a house

service in the future if possible and shall be located by the Engineer. Chlorine shall be inserted at a rate not less than 25 mg/l ppm of free chlorine by weight for a period of 24 hours. A different equivalent time/amount ratio may be used at the Engineer's option but for a time less than 24 hours. Payment for disinfection and bacteria testing shall be considered as paid for by the fixed unit price on pipe.

Section 801.21.1.5: Add this section: "Receipts or other acceptable documentation showing that all supplier and subcontractor invoices have been paid."

Section 801.22: Delete this section (Measurement and Payment provisions as specified in the contract documents shall be used).

B.5 APWA Section 802 - Installation of Water Service Lines: Section 802 of the APWA specifications is replaced by this section, SDCW Standard Detail Drawings, the SDCW Approved Materials List and the Measurement and Payment provisions of this specification.

B.4.1 Tapping Table: The following table shall be used to determine pipe tapping requirements:

TAPPING TABLE

Main Size & Type	Size of Taps where No Saddle is Required	Size of Taps Requiring Tapping Saddle	Size of Taps Requiring Tapping Sleeve
2" CI	None	3/4"-1 1/2"	2"
4" & Larger CI	3/4" & 1"	1 1/2"-2"	Larger than 2"
4" & Larger AC	None	Up to and Including 2"	Larger than 2"
4" & Larger DI	3/4" & 1"	1 1/2"-2"	Larger than 2"
4" & Larger PVC	None	Up to and Including 2"	Larger than 2"

SECTION C
APPROVED MATERIALS LIST

C.1 General: All materials used in the construction of water lines shall be approved for use in drinking water systems. Materials shall be approved for use in drinking water systems by recognized organizations such as NSF International, American Water Works Association (AWWA), or other organizations or governmental authority.

All underground service line valves and fittings shall conform to the requirements of ANSI/AWWA C800, latest revision. All underground valves and fittings shall be equipped with compression connections. The compression connection shall provide conductance and have a stainless steel or bronze internal split grip ring that grips the service tubing when tightened by the nut on the outlet threads. No clamps with screw type connections are acceptable. All service line valves, fittings, and tubing shall be suitable for use with 150 psig pressure. Soldered joints for buried applications are not allowed.

All materials used in water mains and services shall be rated for a minimum of 150 psi working pressure.

The latest revision of standards shall apply with regard to standards listed in AWWA and American Society of Testing and Materials, (ASTM) Standards as well as any other referenced national or industry standards. The type of pipe, size, joints, gaskets, coating, linings, wall thickness, installation, and testing shall conform to the latest revision of the specifications as set forth below.

C.2 Ductile Iron Pipe: Ductile Iron Pipe shall be used for all new development and main extensions approved after July 14, 2014. Pipe shall conform to ANSI/AWWA C150/A21.50, latest revision, and ANSI/AWWA C151/A21.51, latest revision.

Mechanical joints, push on joints, or flanged joints shall be used as shown on all drawings and/or Standard Details. Joints shall conform to all requirements of ANSI/AWWA C110/A21.10, latest revision, and/or ANSI/AWWA C153/A21.53, latest revision, and or ANSI/AWWA C115/A21.15, latest revision. Rubber gaskets shall be equipped with contact wedges, and shall conform to all requirements of ANSI/AWWA C111/A21.11, latest revision.

Ductile Iron Pipe and Fittings shall be cement mortar lined in accordance with ANSI/AWWA C104/A21.4, latest revision, and shall be bituminous coated on the outside. Pipe thickness shown in AWWA C151/A21.51-09, latest revision, Table 6, for a rated working pressure, minimum of 150 psi shall be used, unless otherwise noted, or required for flanged pipe.

All ductile iron pipe, fittings, and valves shall be encased with polyethylene wrap as per ANSI/AWWA C105/A21.5, latest revision. Installation and hydrostatic testing of the main shall be in strict accordance with ANSI/AWWA C600, latest revision. Disinfection of the main shall conform to C651, latest revision, requirements.

C.3 PVC Pipe: PVC shall only be used in special cases and requires specific approval by SDCW. Pipe shall be manufactured and tested in strict accordance with ANSI/AWWA C900, latest revision, for 4-inch through 12-inch pipe or ANSI/AWWA C905, latest revision, for 14-inch through 36-inch pipe.

The thickness class shall be DR-18, unless otherwise noted. Pipe shall have the approval of NSF and shall be imprinted with the seal and approval of NSF. All ductile iron fittings and valves shall be encased with polyethylene wrap as per ANSI/AWWA C105/A21.5, latest revision. PVC pipe shall be installed according to all applicable AWWA standards, and in strict accordance with the pipe manufacturer's recommendations.

C.4 Iron Fittings: Ductile or grey iron fittings shall conform to ANSI/AWWA C110/21.10, latest revision, or C153/A21.53, latest revision. Grey iron fittings shall be rated for 250 psi working pressure for sizes up to 3 inch. Ductile iron fittings shall be rated for a 350 psi working pressure in sizes 3-24 inch and ductile iron flanged fittings shall be rated for a 250 psi working pressure in sizes 3-24 inch.

Fittings shall be outside coated with a petroleum asphaltic coating, approximately 1 mil thick. Fittings shall be lined with cement mortar lining in accordance with ANSI/AWWA C 104/A21.4, latest revision. Rubber gaskets shall be in accordance with ANSI/AWWA C 111/A21.11, latest revision.

All iron fittings shall be encased with polyethylene wrap as per ANSI/AWWA C105/A21.5, latest revision. Installation of iron fittings shall be in strict accordance to AWWA/ C 600, latest revision, requirements.

C.5 Mechanical Joint Retainers: Mechanical joint retainers shall be one of the following models:

Retainer Rings / Bolt-on-Flanges

Manufacturer	<i>AWWA C900 PVC (4" – 12")</i>	<i>AWWA C905 PVC (14" and Greater)</i>	<i>Ductile Iron Pipe (all sizes)</i>
EBAA Iron	2000 PV Megalug	2000 PV	1100 Megalug
Ford Uni-Flange	UFR 1500-E-x-U	UFR 1500-E-C	UFR 1400-D-x-U
Sigma	One-Lok SLC-X	One-Lok SLC-X	One-Lok SLD-X (new pipe) or One-Lok SSLD-X (existing pipe)
Star Pipe Products	PVC Stargrip Series 4000 with Star-Bond	PVC Stargrip Series 4000 with Star-Bond	Stargrip Series 3000 (new pipe) with <i>Star-Bond</i> Stargrip Series 3000S (existing pipe) with Star-Bond

Joint Harnesses

Manufacturer	<i>AWWA C900 PVC (4" – 12")</i>	<i>AWWA C905 PVC (14" and Greater)</i>	<i>Ductile Iron Pipe (all sizes)</i>
EBAA Iron	1500 HV	1100 HV	1700
Ford Uni-Flange			UFR 1390-C-x-U or
Sigma	PV-Lok PVP-X	PV-Lok PVP-X	One-Lok SLDH with corrsafe (new pipe) or One-Lok SSLDH with corrsafe (existing pipe)
Star Pipe Products	Pipe Restrainers Series 1100 with Star-Bond	Pipe Restrainers Series 1100 with Star- Bond	Stargrip Series 3100P (new pipe) with Star-Bond Stargrip Series 3100S (existing pipe) with Star-Bond

C.6 Tapping Sleeves: Tapping sleeves (for taps other than size-on-size) shall have an epoxy lined and coated carbon steel A-36 body or an all stainless steel body; type 304 stainless steel bolts, hex nuts and plug; gasket suitable for water use; ANSI Class 150 flange. Tapping sleeves that are size-on-size must use an all stainless steel body. Tapping sleeves shall be manufactured by Romac Industries (Model 420 fabricated steel tapping sleeve), JCM (Model 412 fabricated steel tapping sleeve), PowerSeal (Model 3490 MJ stainless steel tapping sleeve with MJ outlet or AS stainless steel tapping sleeve with flange outlet) or approved equal.

C.7 Gate Valves: Resilient seated gate valves shall be used wherever valves are called for on the drawings, unless otherwise noted. Resilient seated gate valves shall conform to AWWA C-509, latest edition, requirements; and shall be for 4" through 12" diameter N.R.S. (Non Rising Stem). A certified drawing shall be supplied by the manufacturer: The Manufacturer shall supply an affidavit of compliance to the above referenced AWWA specification. Records shall be provided showing that tests specified in AWWA C-509 have been performed. Bolts and nuts shall conform to section 4.4.4 of AWWA C-509, latest edition.

Valve end can be either flanged or mechanical and will be as specified at time of purchase. Valve shall come equipped with O Ring seals. Valves shall open left (counter clockwise) as viewed from the top and valve markings shall be made as outlined in Section 6.1, AWWA C-509, latest edition. Valves shall be

furnished with interior coating in accordance with ANSI/AWWA C550. 14" and 16" valves shall be of same specification or better and designed for 200 psi working pressure.

C.8 Butterfly Valves: Butterfly valves shall conform to AWWA C 504, latest edition. Valves furnished shall be equipped with a body style as specified on the drawings. Maximum non shock shutoff pressure shall be 150 psi and class 150B as defined in C-504, latest edition. All affidavits of testing shall be furnished. CONTRACTOR shall verify the compatibility of the valve with pipe connecting pieces. Butterfly valves are to be used only in sizes 14" and larger or where specifically called for in the drawings.

Valve body shall be ductile iron. Valve discs shall be of a noncorrosive alloy metal. Valves furnished for buried service shall come equipped with a heavy duty valve operator. Valves furnished for plant service shall be equipped with a geared actuator assembly with a hand wheel.

C.9 Valve Boxes: Valve boxes shall be five and one quarter inch (5-1/4") diameter shafts in 36 to 48 inch extension lengthen to 69 inch extension lengths as required. Boxes shall have the screw-type length adjustment. Valve boxes shall be constructed of cast or ductile iron.

C.10 Fire Hydrants: Fire hydrants shall be one of the following models:

Model	Manufacturer	Mfg. Location
Kennedy Guardian	ITT Kennedy Valve	Elmira, New York
Mueller Centurion	Mueller Company	Decatur, Illinois
Waterous Pacer	American Flow Control	South St. Paul, Minnesota

C.11 Casing Spacers: Fabricated casing spacers for use on carrier pipe installation through casing conduits shall provide dielectric insulation with polymer runners. Casing spacers with steel bands shall be coated with fusion bonded epoxy or PVC coatings for corrosion protection. Casing spacers shall be one of the following models:

Model	Manufacturer	Mfg. Location
RACI Casing Spacers	Public Works Marketing, Inc.	Plano, TX

C.12 Casing End Seals: Casing end seals shall be made of synthetic rubber and be either a pull on style or wrap around style. Stainless steel band clamps with 100% non metallic worm gear shall be furnished for clamping the seal to casing and carrier pipes. A mastic seal strip shall be factory furnished along the edge of the wrap around style seal. Refer to Section E for the list of approved casing end seals.

Model	Manufacturer	Mfg. Location
Model Ac	Advance Products & Systems	Lafayette, Louisiana

C.13 Copper Service Pipe: Copper service pipe shall conform to ASTM B 88 and shall be Type K.

C.14 Water Service Materials: Water service material manufacturers used in this section are referenced below:

Model	Manufacturer	Mfg. Location
Ford	The Ford Meter Box Co., Inc.	Wabash, Indiana
Jones	James Jones Company	El Monte, California
DFW	DFW Plastics, Inc.	Bedford, Texas
Mueller	Mueller Company	Decatur, Illinois

PLEASE NOTE: The use of compaction joint fittings in water services is prohibited.

C.15 Meter Boxes: Meter boxes shall be DFW Round Meter Pit as manufactured by DFW Plastics Inc., Mid-States Round Meter Pit, or SDCW approved equivalent. The diameter and length shall be specified as set forth in the SDCW Standard Details.

C.16 Meter Box Lids and Covers: Meter lids shall be made of plastic with the standard size pentagon bolt for the locking lid and shall be furnished with aluminum inner frost lids. Meter box covers shall be the following model and manufacturer for each size service as listed:

Meter Size	Cover Manufacturer & Model
3/4" – 1"	Ford Meter Box Co. (FW3 Wabash Double Lid Cover with EXT-2 Extension Ring)
1-1/2" – 2"	Ford Meter Box Co. (MC-36-MB Monitor Cover - includes Inner Frost Lid)

Meter box lids shall be the following model and manufacturer for each size service as listed:

Meter Size	Lid Manufacturer & Model
3/4" – 1"	Nicor Inc. (Read Rite Lid Type "A" – H20 Load Rating)
3/4" – 1"	Ford Meter Box Co. (WA3LP Locking Plastic Lid)
1-1/2" – 2"	Armorcast Products Co. (21-1/4" Dia. Polymer Concrete Cover with Worm Lock & Iron Recess)

Inner frost lids shall be the following model and manufacturer for each size service as listed:

Meter Size	Lid Manufacturer & Model
3/4" – 1"	Ford Meter Box Co. (W3BA 11-1/2" Inner Aluminum Lid)
1-1/2" – 2"	Ford Meter Box Co. (MB 20" Inner Metal Lid)

C.17 Meter Yokes: Yokes shall be constructed of cast iron. The meter yoke bar shall be painted. A 5/8" meter shall use 5/8" x 3/4" yoke; a 3/4" meter shall use 1" yoke, two (2) 1" x 3/4" meter adapters, and one (1) expansion connector; and a 1" meter shall use 1" yoke and one (1) expansion connector. Yokes shall be the model and manufacturer as listed:

Manufacturer	Model for 5/8"	Model for 3/4" or 1"
AY McDonald	14-2	14-4
Ford	Y 502	Y 504
Mueller	H-5020	H-5040

C.18 Angle Valves: Angle valves shall be ball type compression connection for CTS tubing x locknut. (Locknut for yoke bar shall be used instead of a meter swivel). Angle valves shall be the model and manufacturer as listed:

Manufacturer	Ball Style Model for 5/8"	Ball Style Model for 3/4"	Ball Style Model for 1"
AY McDonald	4602BYQ		4602BYQ
Mueller	B-24273	B-24273	B-24273

Include the following information for residential double meter services:

1. 5/8" Double Service Branch Piece
 - Acceptable Manufacturers: Jones (J-2613SG w/ dimensions of 1"x7-1/2"x 3/4"MIP), Mueller (H-15363 1"x7-1/2"x 3/4"MIP), and Ford (U48-43-Q 1"x7-1/2"x 3/4" MIP).
2. 5/8" Double Service Angle Valve
 - Acceptable Manufacturer: Mueller Co. Angle Ball Valve (B-24278 w/ dimensions of 5/8"x 3/4"x 3/4"FIP) and Ford Angle Ball Yoke Valve (BA91-323W w/ dimensions of 5/8"x 3/4"& 3/4" FIP).

C.19 Angle Ell: Angle ells shall be equipped with test valves and shall be compression connection by locknut. Angle ells shall be the model and manufacturer as listed:

Manufacturer	Model for 5/8" x 3/4"	Model for 3/4"	Model for 1"
Mueller	H-14237		
AY McDonald	4779YWQ 3/4 x 01	4779YWQ 1 x 3/4	4779YWQ 1 x 1

C.20 Expansion Connectors: Expansion connectors shall be of the three piece design with composition gaskets. Plastic or rubber gaskets will not be accepted. Expansion connectors shall be the model and manufacturer as listed:

Manufacturer	Model for 5/8"	Model for 3/4"	Model for 1"
AY Mc Donald	14-2 EHG		14-4 EHG
Ford	EC23	EC4*	EC4
Mueller	H-14234		H-14234

* Two (2) Meter Adapters (Ford A24) also required.

C.21 Meter Settings, 1 1/2" & 2": Prefabricated meter settings for 1-1/2" & 2" meters shall be equipped with ball-type angle valves on the meter inlet and outlet sides and shall have a 24" rise and shall have FIP inlet and outlets and shall have a MIP by copper tubing compression adapter. Meter setter shall not have a bypass. Risers shall be positioned at least 2" away from the inner wall of the meter pit. Meter setting shall be the model and manufacturer as listed:

Manufacturer	Model for 1 1/2" (Plug Valves)	Model for 2" (Plug Valves)
Ford	VV76-24-1166	VV77-24-1177
Mueller	H-1422-00-150	H-1422-00-200

Manufacturer	Model for 1 1/2" (Ball Valves)	Model for 2" (Ball Valves)
AY McDonald	20-624WWFF 660	20-724WWFF 770

The adapter shall be the model and manufacturer as listed:

Manufacturer	Model for 1 1/2"	Model for 2"
Ford	C84-66	C84-77
Mueller	H-15428-150	H-15428-200

C.22 Corporation Stops: Corporation stops must be ball type with CC thread (AWWA tapered thread) inlet and compression connection on outlet (CTS – copper tube size). Iron pipe thread not acceptable. Corporation stops shall be the model and manufacturer as listed:

Manufacturer	Model Number
AY McDonald	4701Q
Mueller	B-25008

C.23 Service Tapping Saddles: For PVC (C-900) installations: bronze parts are not acceptable. Service tapping saddle shall be stainless steel, double strap with iron body. The iron body shall have either epoxy coating (10-12 mills minimum) or nylon coating (10-12 mills minimum). Acceptable manufacturers are Smith-Blair and Mueller Co.

For DIP/CIP installations: Direct tap with CC threads (AWWA tapered threads) is preferred. Iron pipe thread is not acceptable. Alternate exception is installation of stainless steel full circle tapped clamp with CC threads (AWWA tapered threads). All stainless steel to be: one section, two bolt minimum. Romac and JCM are acceptable manufacturers. When multiple taps are required the following spacing is approved: Minimum 12” horizontal spacing and vertical spacing shall alternate 75° and 85° from vertical.

C.24 Service Tapped Couplings: Service tapped couplings shall have AWWA threads and shall be either cast iron, ductile iron or PVC and shall meet all requirements for fittings specified in Section C.

C.25 Prefabricated Meter Vault: Prefabricated meter vault shall consist of a vault body with open bottom, a double opening cover with a torsion lift and support mechanism. The vault body shall be manufactured of fiberglass-reinforced plastic. The covers shall be manufactured of polymer concrete. The torsion frame assembly shall be manufactured of hot-dipped galvanized steel. The cover shall be torsion assist polymer concrete consisting of two torsion assisted sides and a stationary center cover. The torsion assisted covers shall have the capability of opening 90 degrees and shall be secured in the closed position with hex-head bolt downs. The stationary center cover shall be secured with stainless steel hex-head bolts. Polymer concrete covers shall be skid resistant with a 0.5 minimum coefficient of friction. Covers shall have lifting slots with stainless steel lifting pins. Vault body and cover assembly shall be designed to withstand 10,400 pound vertical load when installed at grade level. Vaults shall be manufactured by Armorcast Products Company, North Hollywood, California.

C.26 Air Release Valves: Air release valves shall be combination valves capable of releasing large quantities of air during filling of an empty pipe, and breaking vacuum during pipe draining by allowing the re-entry of large quantities of air, and releasing air accumulations under pipe operating pressure. The air release valves shall be Crispin Combination Air Valve (1” valves shall be Model C10, 2” valves shall be Model C20) as manufactured by Multiplex Manufacturing Co., Berwick, Pennsylvania; Val-Matic Valve and Manufacturing Corp. Combination Air Valve (1” valve shall be Model 201C and 2” valve shall be Model 202C); A.R.I Combination Air Valve Model D-040 or approved equal.

C.27 Utility Marking Posts: Utility marking post material shall be manufactured of fiberglass. The marking post shall be blue and have white labels on both sides with black lettering stating “CAUTION WATER PIPELINE/BEFORE DIGGING CALL NM ONE CALL 811 FOR LOCATES.” Marking posts shall be constructed of resilient materials and shall not deteriorate with exposure to temperature extremes. Marking post colors shall not fade with exposure to sun, water, etc. Marking posts shall be 72” long by 4” wide. Acceptable manufacturers are Carsonite International – Curv-Flex® (Early Branch, South Carolina) or Rhino-FiberCurve™ (Waseca, Minnesota).

C.28 Tracing Wire/ Test Connections:

Manufacturer	Model
Copperhead	#12 Copper Clad Steel (CCS) High Strength Soft Drawn 380#
Copperhead	Snake Bite Corrosion Proof Wire Connector
Copperhead	Snake Pit Magnetized Tracer Box

All water mains and other pressure pipelines shall be buried with a continuous electrical tracing wire to enable future location of pipe. The tracing wire shall be an insulated #12 AWG solid conductor. Tracing wires shall be taped to the top of the pipe at 10-foot intervals to prevent dislocation of the wire during backfilling. There shall be a Test Station for every 300 ft. run without a service or a hydrant.

The tracing wire shall be spliced and extended to an above or at grade Test Station near the base of fire hydrants, at valve boxes, and meter cans as directed by SDCW representatives.

The Test Station shall be a 2-inch monitoring station as manufactured by Handley Industries, Jackson, Michigan. The Test Station shall be furnished complete with a cast iron lid and a magnet for easy location with a line locator. A 12” by 12” by 4” deep concrete pad around the test box shall be provided for security.

The tracing wire shall be spliced using a 3-way low voltage tap connector, 3M-562 or equivalent. The splice shall be coated for corrosion protection using a general purpose tape sealant similar to Ray-Chem products, 1.5-inch wide, 0.012-inch thick spirally wrapped with 1-inch overlap at connector and wire. The tape sealant shall be covered with a layer of electrical tape as an outer wrap.

Bonding Wire for Line Tracing

When the electrical continuity of two lengths of metal pipe is broken by a section of plastic pipe, the metal pipes at either end shall be bonded across the plastic pipe to restore the electrical continuity.

Bonding of the metal pipe shall be by means of cadweld (exothermic) connectors and #4 AWG insulated copper wire. The wire ends and cadwelds shall be capped and sealed to prevent corrosion per Standard Details.

STANDARD CONSTRUCTION DETAILS
SANGRE DE CRISTO WATER DIVISION

DETAIL SHEET INDEX

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3	1" Single Service
4	1-1/2" Single Service
5	2" Single Service
6	5/8" Single Service
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7B	Fire Hydrant Bollard Detail
8	Valve and Valve Box Installation
9	Valve Stem Extension
10A	Joint Restraint Table
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11	Flush Hydrant
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26	2" Blow-off Valve

GENERAL NOTES

1. CONTRACTOR SHALL NOTIFY THE SANGRE DE CRISTO WATER (SDCW) FIVE (5) DAYS PRIOR TO COMMENCEMENT OF WORK.
2. CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE SDCW CONSTRUCTION STANDARDS AND SPECIFICATIONS.
3. ALL EASEMENTS SHALL BE DEDICATED, CLEARED, GRADED AND STAKED PRIOR TO WATER LINE INSTALLATION.
4. ALL STREETS SHALL BE CUT TO WITHIN $\pm 6"$ OF FINAL GRADE PRIOR TO WATER LINE INSTALLATION.
5. LOT CORNERS SHALL BE STAKED PRIOR TO SERVICE LINE INSTALLATION. CURB, GUTTER AND DRIVEWAY APRON SHALL BE INSTALLED PRIOR TO SERVICE LINE INSTALLATION UNLESS OTHERWISE APPROVED IN WRITING BY SDCW.
6. CONTRACTOR (DEVELOPER) SHALL PROVIDE CONSTRUCTION STAKING UTILIZING THE APPROPRIATE RIGHT-OF-WAY MAPS, SIGNED PLATS AND SDCW DRAWINGS.
7. MATERIAL SUBMITTALS SHALL BE APPROVED BY SDCW PRIOR TO CONSTRUCTION.
8. CONTACT **NEW MEXICO ONE CALL AT 811** TWO (2) WORKING DAYS IN ADVANCE OF CONSTRUCTION FOR UTILITY SPOTS.
9. PRESSURE REGULATORS SHALL BE INSTALLED ON ALL SERVICES DOWNSTREAM FROM THE METER.
10. A MINIMUM OF 4 FEET COVER TO TOP OF PIPE SHALL BE MAINTAINED ON ALL WATER MAINS AND SERVICES.
11. CONTRACTOR SHALL SUBMIT AS-BUILT CONSTRUCTION PACKET WITHIN FIVE (5) DAYS OF COMPLETION OF CONSTRUCTION INCLUDING: VALVE TIES, AS-BUILT DRAWINGS (INCLUDING, BUT NOT LIMITED TO: FITTING-TO-FITTING MEASUREMENTS, SERVICE-TO-SERVICE MEASUREMENTS, CENTER OF MAIN TO CENTER OF SERVICE MEASUREMENTS, LENGTH OF MAIN INSTALLED, FITTINGS INSTALLED, ETC.) AND POTABILITY RESULTS.
12. ALL VALVE BOXES SHALL BE BROUGHT UP TO GRADE AFTER FIRST COURSE OF ASPHALT AND BEFORE FINAL COURSE OF ASPHALT.
13. FIRE HYDRANTS SHALL BE NUMBERED USING REFLECTIVE NUMERALS. THE REFLECTIVE NUMERALS SHALL BE OBTAINED BY THE CONTRACTOR FOR THE SDCW FIELD REPRESENTATIVE AT THE TIME THE NOTICE TO PROCEED (NTP) IS ISSUED. NUMBERS SHALL BE LEGIBLE FROM THE ROAD. PRIOR TO INSTALLING NUMBERS, FIRE HYDRANTS SHALL BE PAINTED.
14. A MECHANICAL RESTRAINT SYSTEM SHALL BE UTILIZED ON FITTINGS AND PIPING FOR THRUST RESTRAINT. CONCRETE THRUST BLOCKING SHALL BE USED ONLY FOR SPECIAL CONDITIONS (E.G. CAPS WHERE MAIN WILL BE EXTENDED IN THE FUTURE) AS SPECIFICALLY APPROVED BY SDCW.
15. ANY FIELD CHANGES TO THESE PLANS REQUIRE APPROVAL OF BOTH THE DESIGN ENGINEER AND SDCW.
16. WORK ON SDCW FACILITIES SHALL NOT BEGIN UNTIL SDCW HAS ISSUED A NTP TO THE APPROVED UTILITY CONTRACTOR.



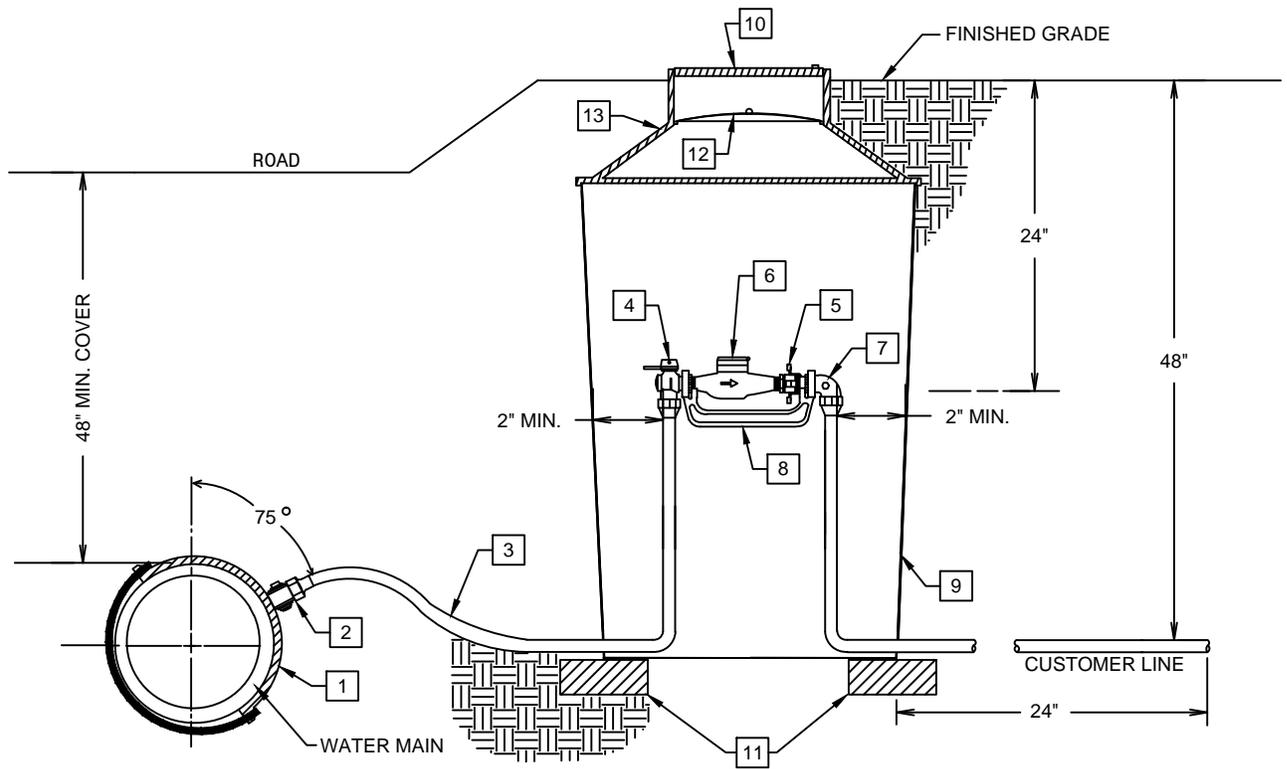
**SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
STANDARD DETAILS**



GENERAL NOTES

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE:
APPROVED:	

01



NOTE: SEE SERVICE LOCATION DETAIL FOR PLACEMENT DIMENSIONS AND DIRECTIONS.

ITEM

- 1 3/4" SERVICE SADDLE
- 2 3/4" CORORATION STOP (A.W.W.A. TAPERED THREAD)
- 3 3/4" COPPER TUBING (TYPE " K ")
- 4 3/4" ANGLE VALVE
- 5 3/4" EXPANSION CONNECION (5/8" X 3/4" M.T.R. CONN.)
- 6 5/8" X 3/4" SEALED REGISTER WATER METER (FURNISHED & INSTALLED BY SDCW)
- 7 3/4" ANGLE ELL WITH TEST VALVE
- 8 3/4" CAST IRON METER YOKE
- 9 20" DIA. X 36" METER BOX
- 10 POLYMER LID (12-5/16" DIA.)
- 11 BLOCKS - USE AS DIRECTED BY SDCW
- 12 INNER ALUMINUM FROST LID
- 13 DOUBLE LID COVER (20" DIA. X 11-1/2" DIA. INNER OPENING)



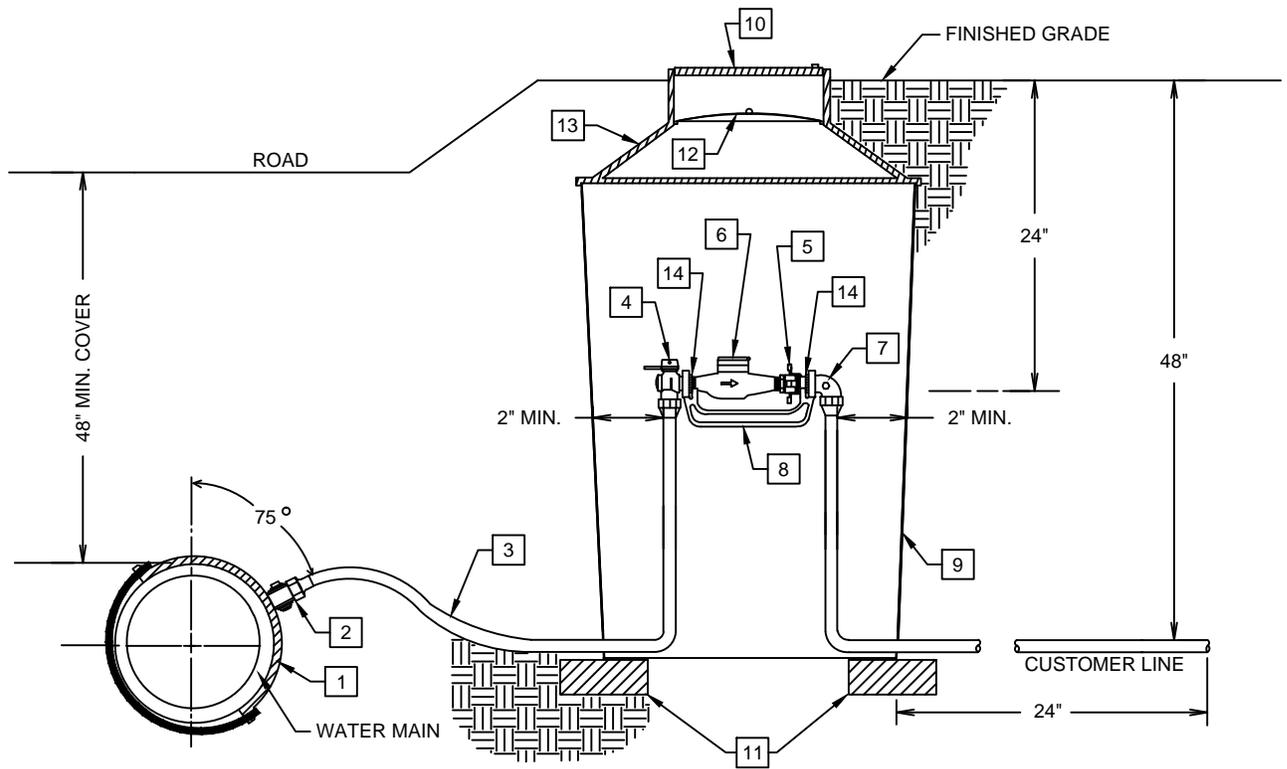
SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
 STANDARD DETAILS



5/8" SINGLE SERVICE

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

02



NOTE: SEE SERVICE LOCATION DETAIL FOR PLACEMENT DIMENSIONS AND DIRECTIONS.

ITEM

- 1 1" SERVICE SADDLE
- 2 1" CORORATION STOP (A.W.W.A. TAPERED THREAD)
- 3 1" COPPER TUBING (TYPE " K ")
- 4 1" ANGLE VALVE
- 5 3/4" EXPANSION CONNECTION
- 6 3/4" SEALED REGISTER WATER METER (FURNISHED & INSTALLED BY SDCW)
- 7 1" ANGLE ELL WITH TEST VALVE
- 8 1" CAST IRON METER YOKE
- 9 24" DIA. X 36" METER BOX
- 10 POLYMER LID (12-5/16" DIA.)
- 11 BLOCKS - USE AS DIRECTED BY SDCW
- 12 INNER ALUMINUM FROST LID
- 13 DOUBLE LID COVER (20" DIA. X 11-1/2" DIA. INNER OPENING) WITH EXTENSION RING (20" DIA. X 24" DIA.)
- 14 1" X 3/4" METER ADAPTER



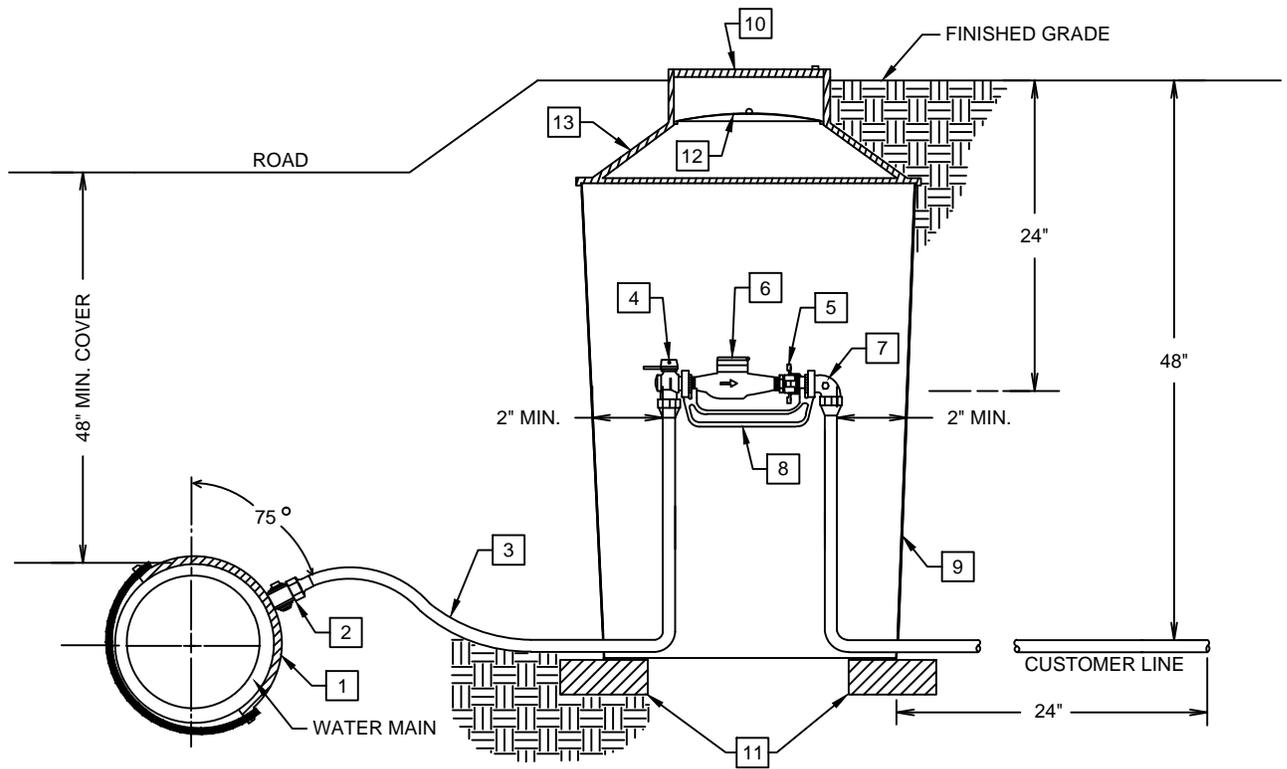
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 STANDARD DETAILS



3/4" SINGLE SERVICE

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

02A



NOTE: SEE SERVICE LOCATION DETAIL FOR PLACEMENT DIMENSIONS AND DIRECTIONS.

ITEM

- 1 1" SERVICE SADDLE
- 2 1" CORORATION STOP (A.W.W.A. TAPERED THREAD)
- 3 1" COPPER TUBING (TYPE " K ")
- 4 1" ANGLE VALVE
- 5 1" EXPANSION CONNECION
- 6 1" SEALED REGISTER WATER METER (FURNISHED & INSTALLED BY SDCW)
- 7 1" ANGLE ELL WITH TEST VALVE
- 8 1" CAST IRON METER YOKE
- 9 24" DIA. X 36" METER BOX
- 10 POLYMER LID (12-5/16" DIA.)
- 11 BLOCKS - USE AS DIRECTED BY SDCW
- 12 INNER ALUMINUM FROST LID
- 13 DOUBLE LID COVER (20" DIA. X 11-1/2" DIA. INNER OPENING) WITH EXTENSION RING (20" DIA. X 24" DIA.)



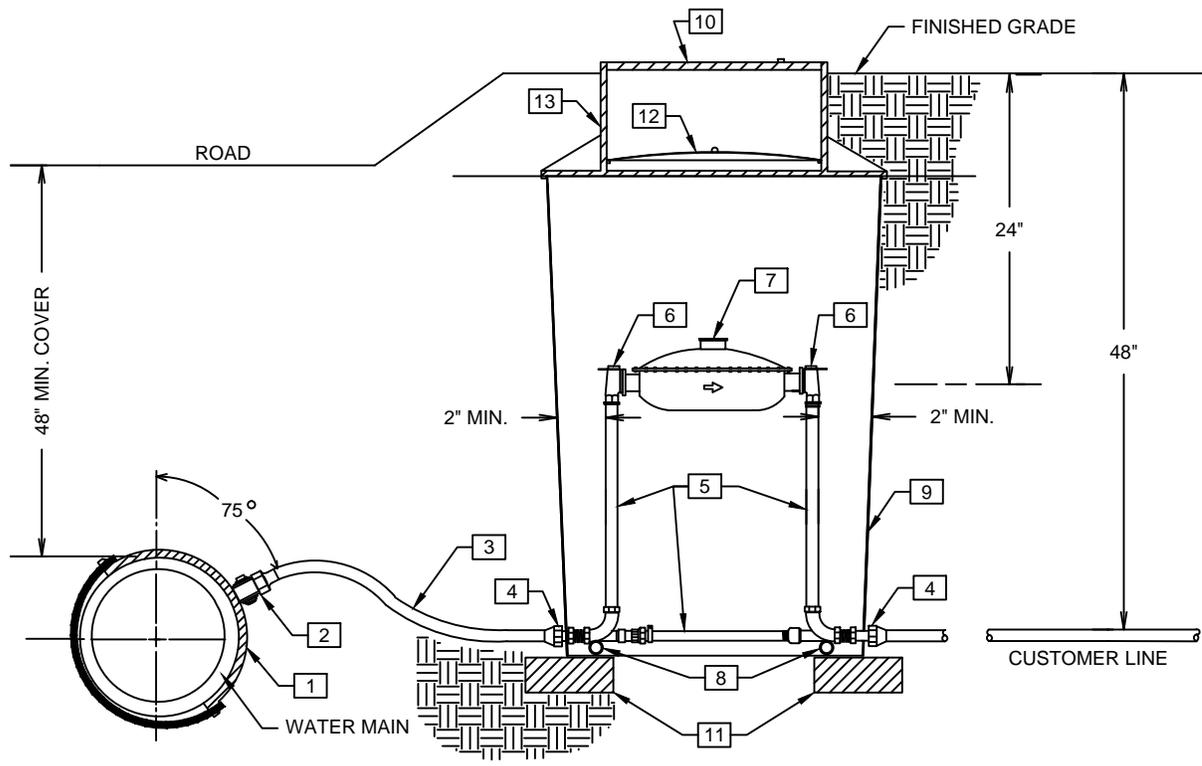
SANGRE DE CRISTO WATER DIVISION
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1" SINGLE SERVICE

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

03



NOTE: SEE SERVICE LOCATION DETAIL FOR PLACEMENT DIMENSIONS AND DIRECTIONS.

ITEM

- 1 1-1/2" SERVICE SADDLE
- 2 1-1/2" CORORATION STOP (A.W.W.A. TAPERED THREAD)
- 3 1-1/2" COPPER TUBING (TYPE " K ")
- 4 1-1/2" ADAPTER COUPLING
- 5 1-1/2" PREFABRICATED METER SETTER (NO BY-PASS)
- 6 1-1/2" BALL ANGLE VALVE (2 TOTAL)
- 7 1-1/2" SEALED REGISTER WATER METER - 13" FLANGE-TO-FLANGE SPACING (METER FURNISHED & INSTALLED BY SDCW)
- 8 1" GALVANIZED PIPE 24" LONG
- 9 36" DIA. X 36" METER BOX
- 10 20" DIA. POLYMER LID
- 11 BLOCKS - USE AS DIRECTED BY SDCW
- 12 INNER METAL FROST LID
- 13 36" DIA. X 20" DIA. MONITOR COVER



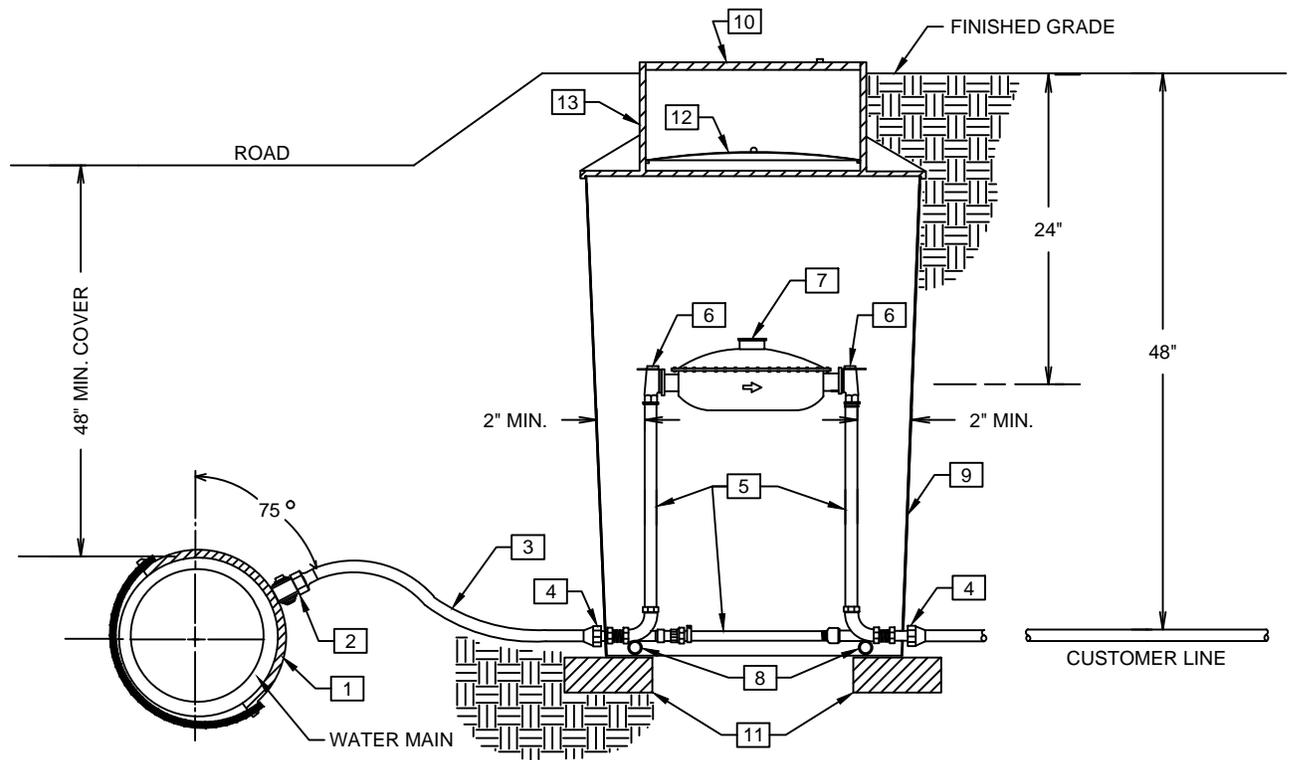
SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
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1-1/2" SINGLE SERVICE

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

04



NOTE: SEE SERVICE LOCATION DETAIL FOR PLACEMENT DIMENSIONS AND DIRECTIONS.

ITEM

- 1 2" SERVICE SADDLE
- 2 2" CORORATION STOP (A.W.W.A. TAPERED THREAD)
- 3 2" COPPER TUBING (TYPE " K ")
- 4 2" ADAPTER COUPLING
- 5 2" PREFABRICATED METER SETTER (NO BY-PASS)
- 6 2" BALL ANGLE VALVE (2 TOTAL)
- 7 2" SEALED REGISTER WATER METER - 17" FLANGE-TO-FLANGE SPACING (METER FURNISHED & INSTALLED BY SDCW)
- 8 1" GALVANIZED PIPE 24" LONG
- 9 36" DIA. X 36" METER BOX
- 10 20" DIA. POLYMER LID
- 11 BLOCKS - USE AS DIRECTED BY SDCW
- 12 INNER METAL FROST LID
- 13 36" DIA. X 20" DIA. MONITOR COVER



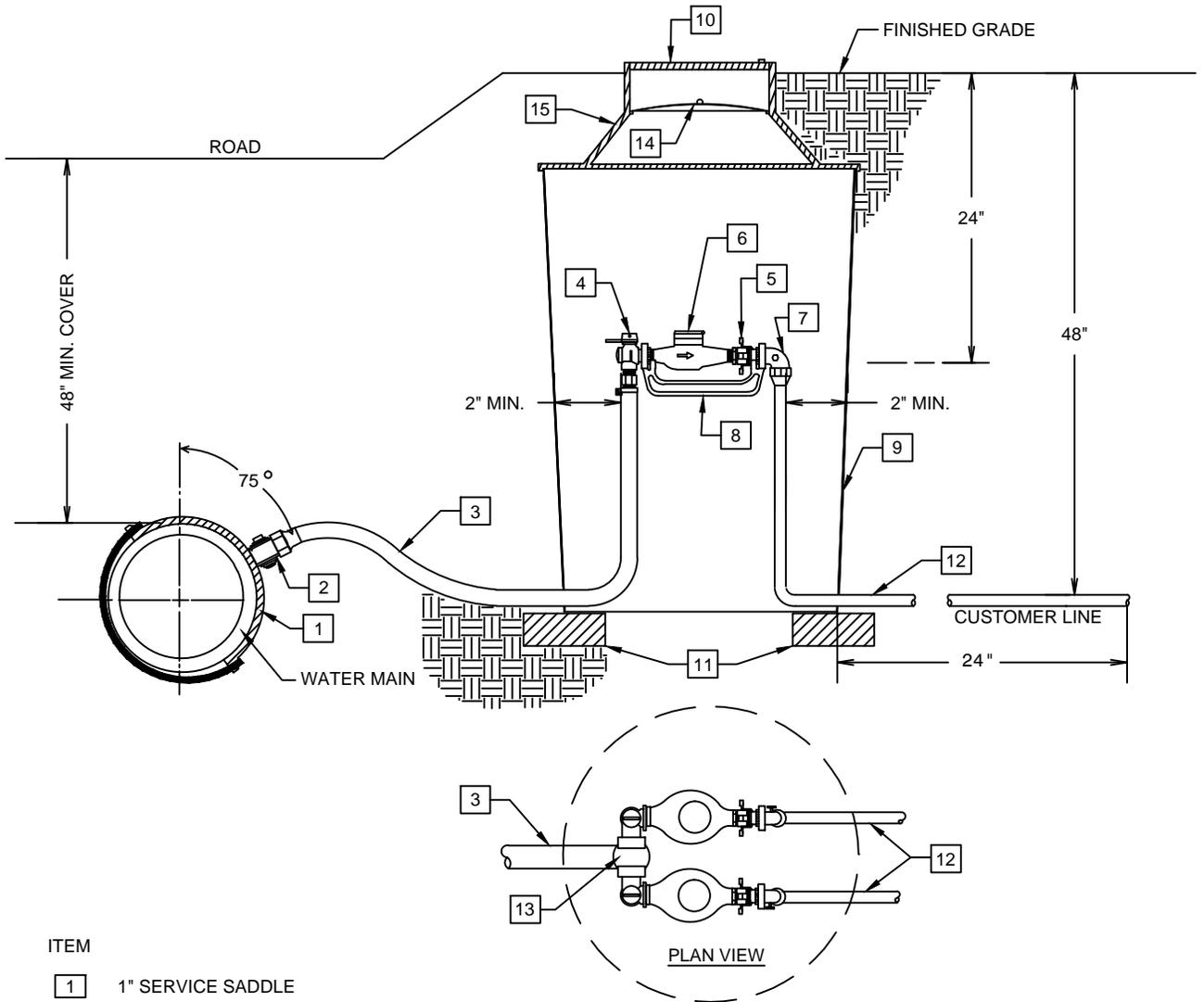
SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
 STANDARD DETAILS



2" SINGLE SERVICE

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

05



ITEM

- 1 1" SERVICE SADDLE
- 2 1" CORORATION STOP (A.W.W.A. TAPERED THREAD)
- 3 1" COPPER TUBING (TYPE " K ")
- 4 3/4" ANGLE VALVE (2 EA.)
- 5 3/4" EXPANSION CONNECTION (2EA.)
- 6 3/4" X 5/8" SEALED REGISTER WATER METER (FURNISHED & INSTALLED BY SDCW)
- 7 3/4" ANGLE ELL WITH TEST VALVE (2 EA.)
- 8 3/4" CAST IRON METER YOKE (2 EA.)
- 9 24" DIA. X 36" METER BOX
- 10 POLYMER LID (12-5/16" DIA.)
- 11 BLOCKS - USE AS DIRECTED BY SDCW
- 12 3/4" COPPER TUBING (TYPE " K ")
- 13 BRANCH PIECE
- 14 INNER ALUMINUM FROST LID
- 15 DOUBLE LID COVER (20" DIA. X 11-1/2" DIA. INNER OPENING) WITH EXTENSION RING (20" DIA. X 24" DIA.)



**SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO**

STANDARD DETAILS

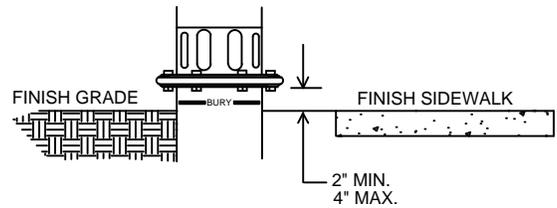
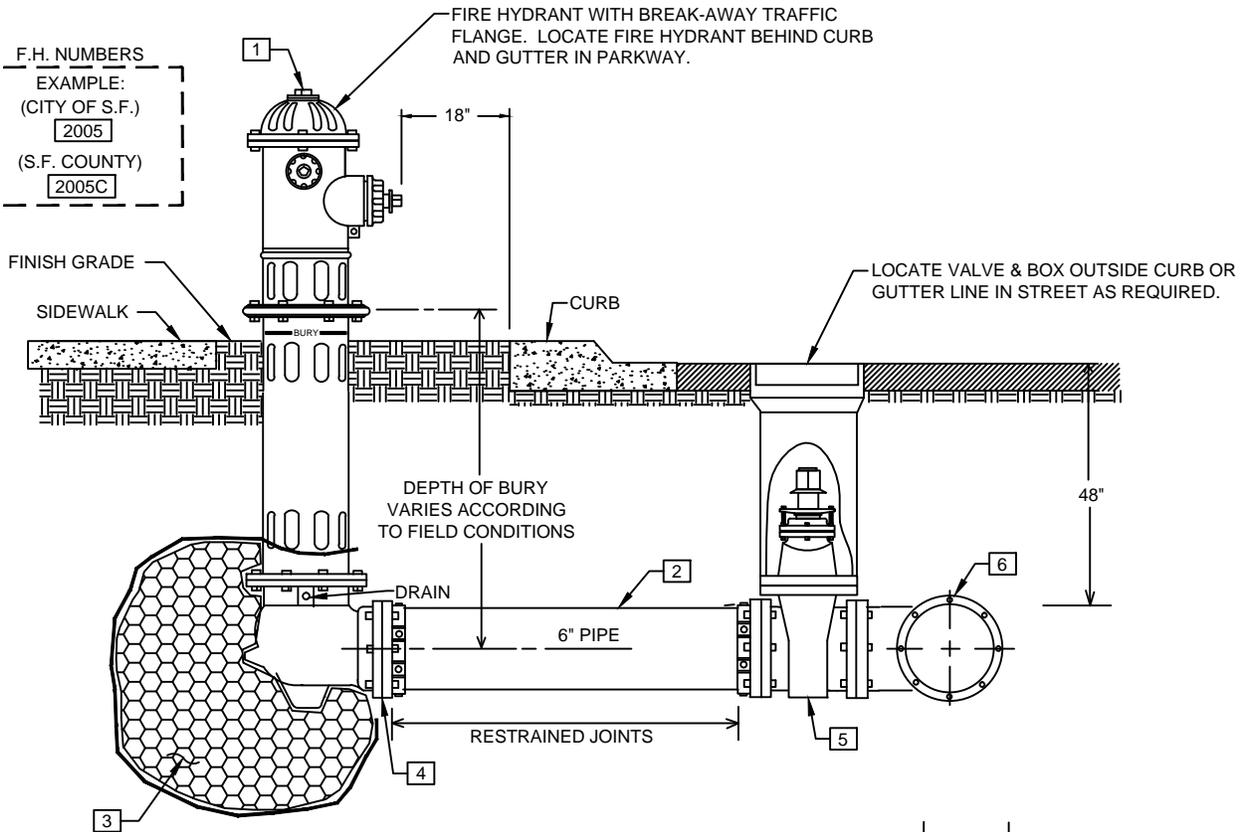


5/8" DOUBLE SERVICE

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

06

F.H. NUMBERS
 EXAMPLE:
 (CITY OF S.F.)
 2005
 (S.F. COUNTY)
 2005C



FIRE HYDRANT DETAIL

KEYED NOTES:

- [1] FIRE HYDRANT
- [2] 6" PIPE
- [3] 1/2 CUBIC YARD 3/8" GRAVEL DRAIN W/ 10 MIL. PLASTIC SHEET
- [4] 6" MJ RETAINER AND 6" HARNESS (IF REQUIRED)
- [5] 6" MJ x FL GATE VALVE & BOX
- [6] TEE: MJ RUN W/ 6" FLANGE OUTLET

CONSTRUCTION NOTES:

- A - FIRE HYDRANT SHALL NOT BE INSTALLED NEAR ANY STRUCTURES AND SHALL HAVE A MINIMUM 36" CLEAR SPACE IN ALL DIRECTIONS.
- B - LOCATE HYDRANT 18" BEHIND BACK OF CURB UNLESS OTHERWISE SHOWN ON PLANS OR SPECIFICALLY DIRECTED BY S.D.C.W. HYDRANT TO BE SET PLUMB AND AT PROPER ELEVATION (ELEVATION PROVIDED BY DEVELOPER) HYDRANTS INSTALLED AS PART OF A NEW DEVELOPMENT/EXTENSION SHALL BE A STANDARD 5' BURY HYDRANT AND SHALL BE SET TO FINISHED GRADE WITHOUT THE USE OF HYDRANT EXTENSIONS (IF AN ADJUSTMENT IS REQUIRED, RE-LAY THE WATER MAIN AND FIRE HYDRANT LEG OR INSTALL RESTRAINED OFFSET AS DIRECTED BY SDCW)
- C - WEEP HOLE MUST HAVE 1/4" PLUG REMOVED AND BE FREE DRAINING INTO GRAVEL DRAIN. USE FULLY RESTRAINED JOINTS FROM THE FIRE HYDRANT TO THE FLANGED CONNECTION ON VALVE.
- D - FIRE HYDRANT SHALL BE PAINTED AND REFLECTIVE NUMBERS INSTALLED AFTER INSTALLATION.



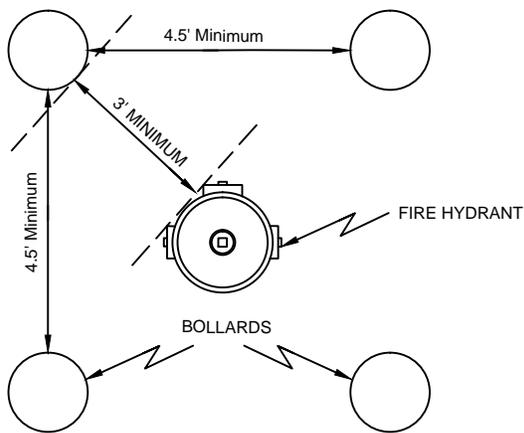
SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
 STANDARD DETAILS



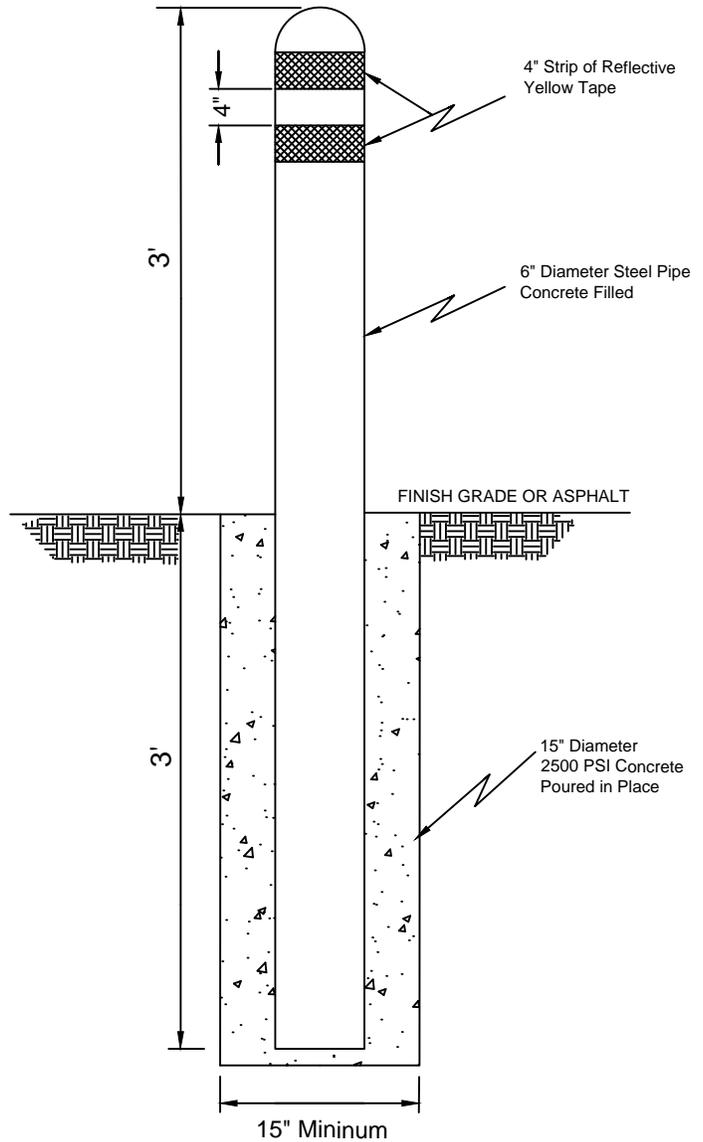
FIRE HYDRANT

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE:
APPROVED:	

07



**BOLLARD PLACEMENT
PLAN VIEW**



BOLLARD DETAIL

CONSTRUCTION NOTES:

1. BOLLARDS SHALL BE INSTALLED IF THERE IS NO CURB BETWEEN THE ROAD SURFACE AND THE HYDRANT OR WHENEVER REQUIRED BY SDCW. BOLLARDS SHALL NOT BE PLACED IN THE CLEAR ZONE OF THE ROADWAY AS DEFINED IN THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS' (AASHTO) "ROADSIDE DESIGN GUIDE."
2. BOLLARDS SHALL BE LOCATED A MINIMUM OF 3 FEET FROM THE FIRE HYDRANT.
3. BOLLARDS SHALL BE PAINTED WITH WELLBORN TRAFFIC YELLOW, SHERWIN WILLIAMS UTILITY YELLOW, OR SDCW APPROVED EQUAL.
4. BOLLARDS SHALL BE FILLED WITH CONCRETE AFTER INSTALLATION. THE TOP OF THE BOLLARD SHALL BE ROUNDED AS SHOWN TO PREVENT WATER ACCUMULATION.



**SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO**
STANDARD DETAILS

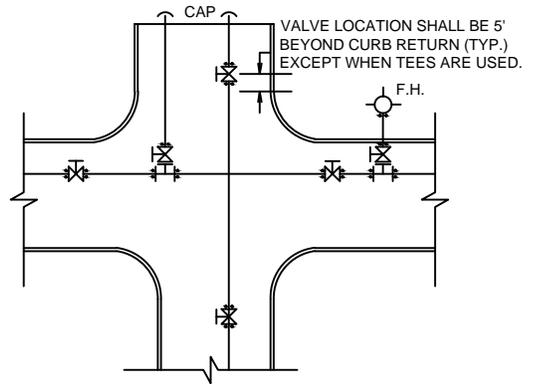
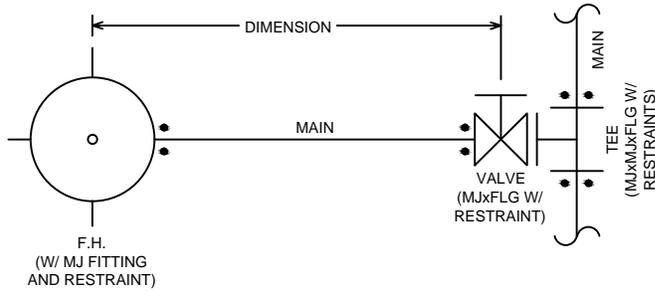


**FIRE HYDRANT
BOLLARD DETAIL**

DRAWN BY:	DATE: 12/2013
CHECKED:	SCALE:
APPROVED:	

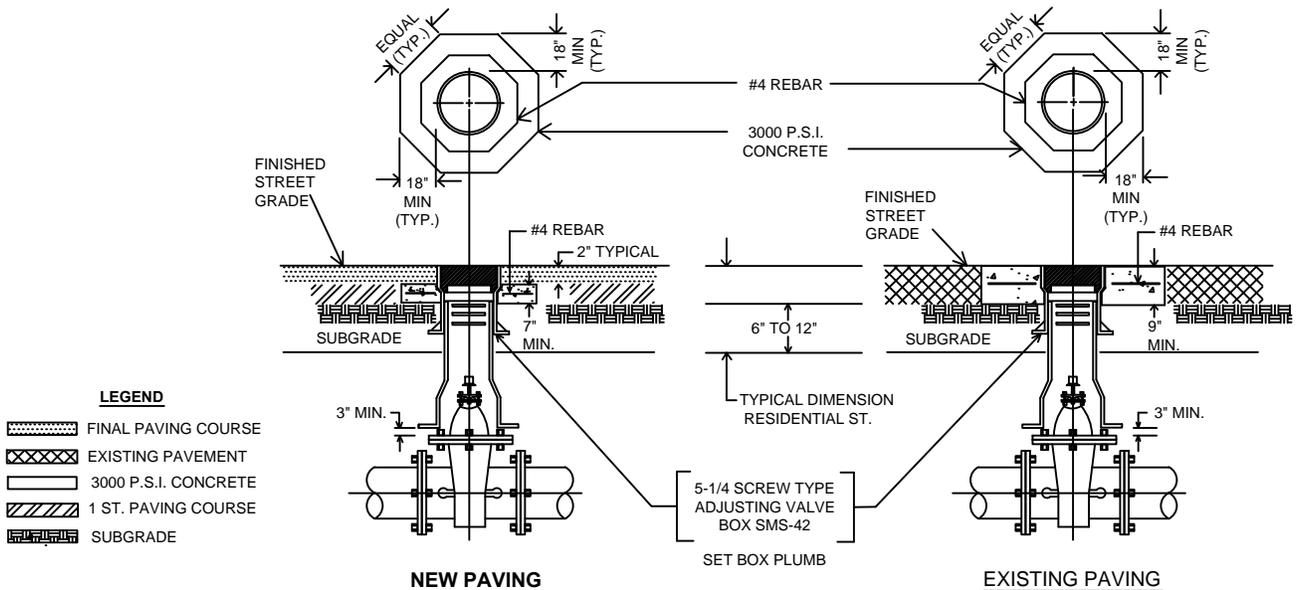
07B

VALVE INSTALLATION



- VALVES**
- 1.) VALVES SHALL BE LOCATED AT ROAD INTERSECTIONS WITH THE INTENT OF ISOLATING THE WATER DISTRIBUTION SYSTEM, AS APPROVED BY SDCW.
 - 2.) INLINE VALVES SHALL TYPICALLY BE INSTALLED FIVE (5) FEET BEYOND THE CURB RETURN, AS SHOWN IN THE DETAIL, AND CONSIST OF MECHANICAL JOINT FITTINGS WITH RESTRAINTS EXCEPT WHEN USING TEES, WHICH SHALL HAVE MECHANICAL JOINT x FLANGE FITTING.
 - 3.) VALVES ON FIRE HYDRANT LEGS SHALL HAVE MECHANICAL JOINT x FLANGE FITTINGS AND SHALL CONNECT TO FIRE HYDRANT TEE WITH THE FLANGE FITTING AND THE MECHANICAL JOINT FITTING SHALL HAVE A RESTRAINT, AS SHOWN IN THE DETAIL.
 - 4.) VALVES ON TEES SHALL HAVE VALVES AND TEES WITH MECHANICAL JOINT x FLANGE FITTINGS. THE MECHANICAL JOINT FITTING SHALL HAVE A RESTRAINT, AS SHOWN IN THE DETAIL.

VALVE BOX INSTALLATION



- NEW PAVING** VALVE BOXES SHALL BE INSTALLED AND RAISED TO GRADE IN THE FOLLOWING MANNER FOR NEW PAVING:
- 1.) VALVE BOX SHALL BE INSTALLED OVER VALVE DURING MAIN INSTALLATION. TOP OF VALVE BOX SHALL BE LEFT BELOW THE TOP OF SUBGRADE UNTIL VALVE IS READY TO BE RAISED TO FINAL GRADE.
 - 2.) WHEN THE VALVE BOX IS READY TO BE RAISED, AN OCTAGON SHAPE SHALL BE CUT-OUT AROUND THE VALVE BOX FROM THE FIRST PAVING LIFT (AS SHOWN IN THE DETAILS); THE VALVE BOX SHALL BE RAISED TO THE FINISHED STREET GRADE; THE SOIL AROUND THE VALVE BOX SHALL BE THOROUGHLY COMPACTED IN ACCORDANCE WITH CITY STANDARDS; THE CONCRETE COLLAR (CONSISTING OF 3,000 PSI CONCRETE AND #4 REBAR) SHALL BE Poured FLUSH WITH THE TOP OF THE FIRST PAVING COURSE (INCLUDING HAND RODDING CONCRETE TO REMOVE VOIDS); AND THE VALVE BOX SHALL BE PROTECTED FROM VEHICULAR TRAFFIC FOR 24 HOURS.

EXISTING PAVING INSTALL VALVE BOXES PER "NEW PAVING" (SEE ABOVE) WITH THE CONCRETE COLLAR Poured FLUSH WITH THE FINISHED GRADE OF THE EXISTING PAVING WITH A SMOOTH TROWELED FINISH. NOTE: IF EXCAVATION OVER 42" SQUARE IS REQUIRED TO ADJUST VALVE BOX TO GRADE, "NEW PAVING" CONCRETE COLLAR PROCEDURE SHALL BE FOLLOWED AS WELL AS ANY NECESSARY PAVING SHALL BE COMPLETED.

UNPAVED AREAS IN DIRT OR GRAVEL STREETS, TOP OF VALVE BOX AND CONCRETE COLLAR SHALL BE LEFT 6" BELOW THE STREET GRADE. IN OTHER UNPAVED AREAS, VALVE BOX AND CONCRETE COLLAR SHALL BE LEFT 2" ABOVE FINISHED GRADE OR AS DIRECTED BY SDCW.

PROTECTION OF VALVE BOXES VALVE BOXES SHALL BE PROTECTED FROM DAMAGE, LOSS AND SHALL NOT BE FILLED WITH DIRT AND DEBRIS. VALVES MUST BE ACCESSIBLE DURING CONSTRUCTION WITH MINIMUM EXCAVATION. VALVES IDENTIFIED BY SDCW AS KEY SHUT OFF VALVES SHALL REMAIN AT GRADE DURING ALL PHASES OF CONSTRUCTION.

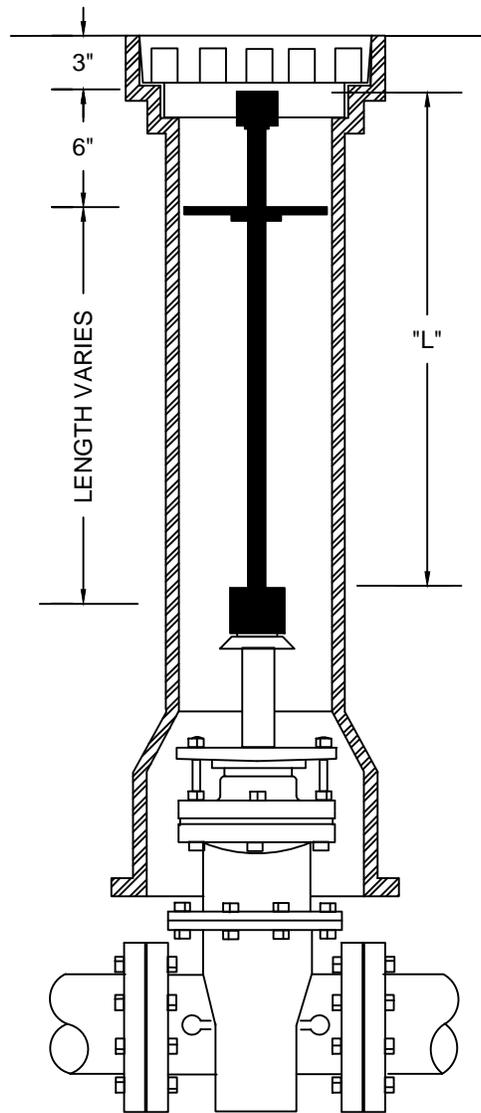


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CITY OF SANTA FE, NEW MEXICO
 STANDARD DETAILS



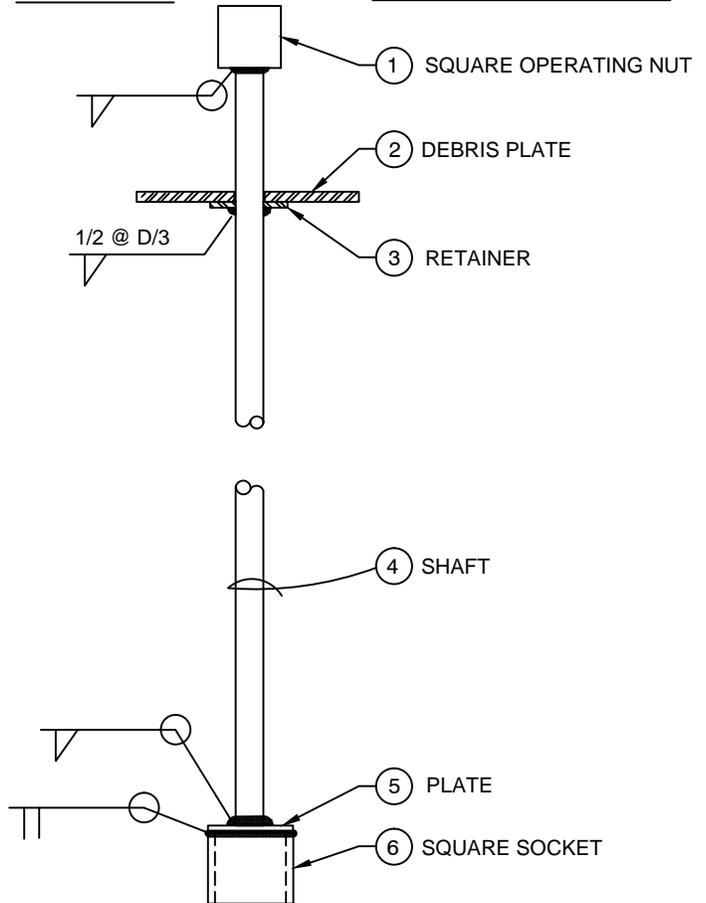
VALVE & VALVE BOX INSTALLATION

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	



WELD TYPES

EXTENSION STEM ITEMS



EXTENSION STEM ITEM DESCRIPTIONS

- ① 2"x 2"x 2" BAR
- ② 5" DIA. PLATE 3/16" W/1-3/8" DIA. HOLE
- ③ 1-3/8" DIA. HEAVY WASHER
- ④ 1" DIA. SCHEDULE 40 STEEL PIPE (L ≤ 6')
1-1/4" DIA. SCHEDULE 40 STEEL PIPE (L > 6')
- ⑤ 2-1/2"x 2-1/2"x 1/4" PLATE
- ⑥ 2-1/2"x 2-1/2"x 1/4" TUBING

NOTE: ALL STEEL TO BE SAW OR MACHINE CUT.



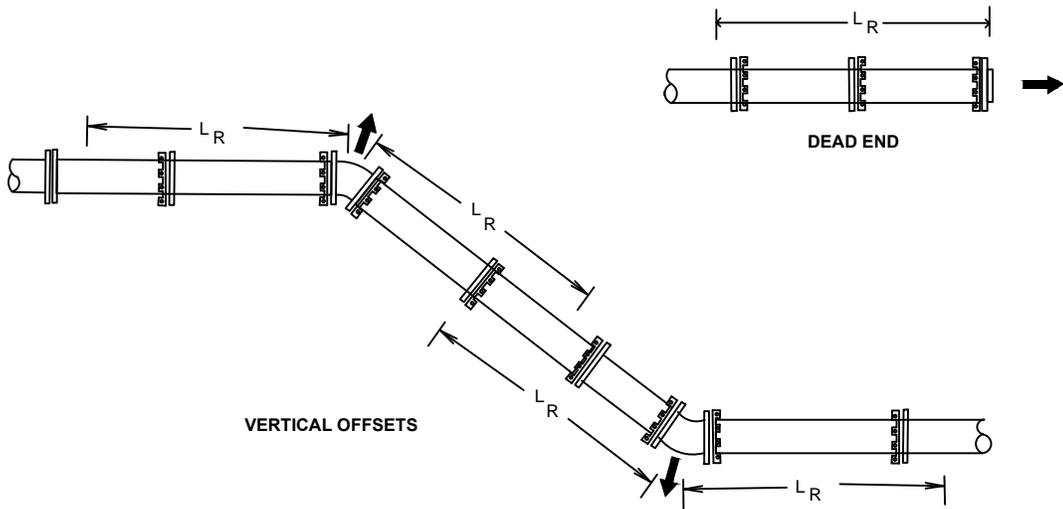
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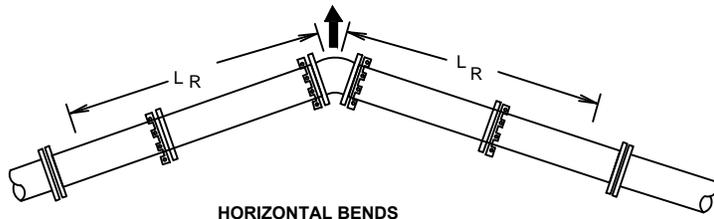
**VALVE STEM
 EXTENSION**

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	

09



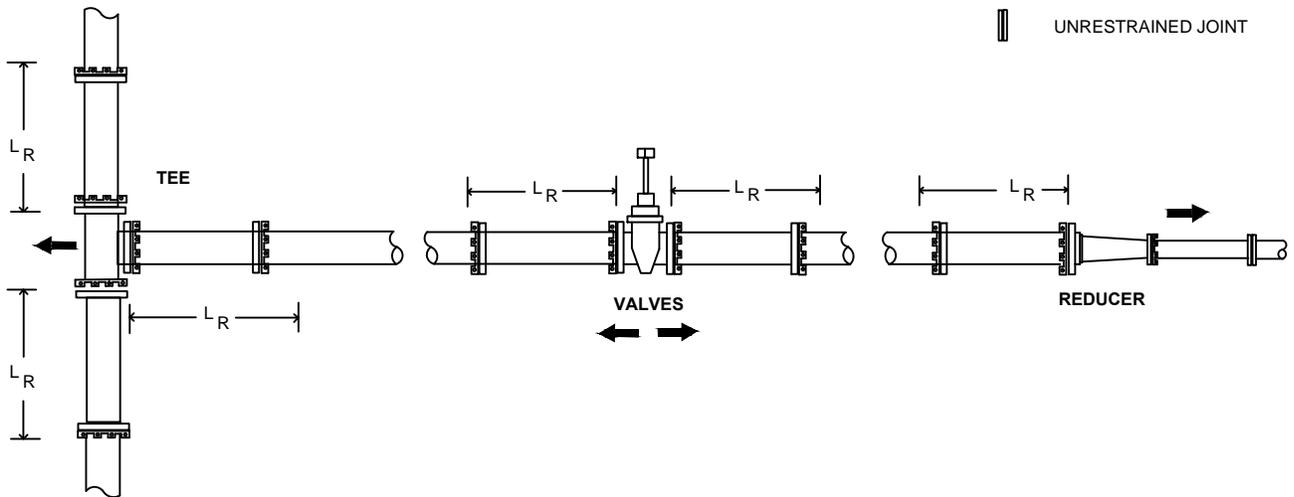
VERTICAL OFFSETS



HORIZONTAL BENDS

LEGEND

- THRUST DIRECTION
- L_R PIPE LENGTH REQUIRING RESTRAINTS
- RESTRAINED JOINT
- UNRESTRAINED JOINT



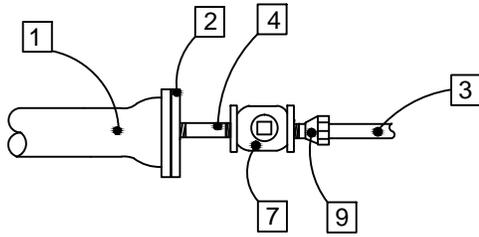
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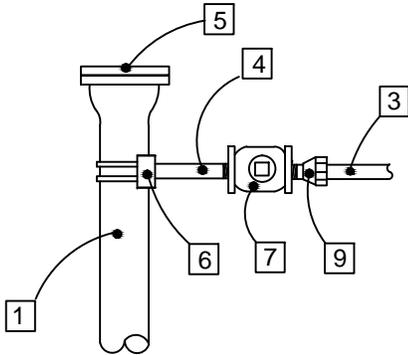
JOINT RESTRAINT TABLE

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APPROVED:	

10B

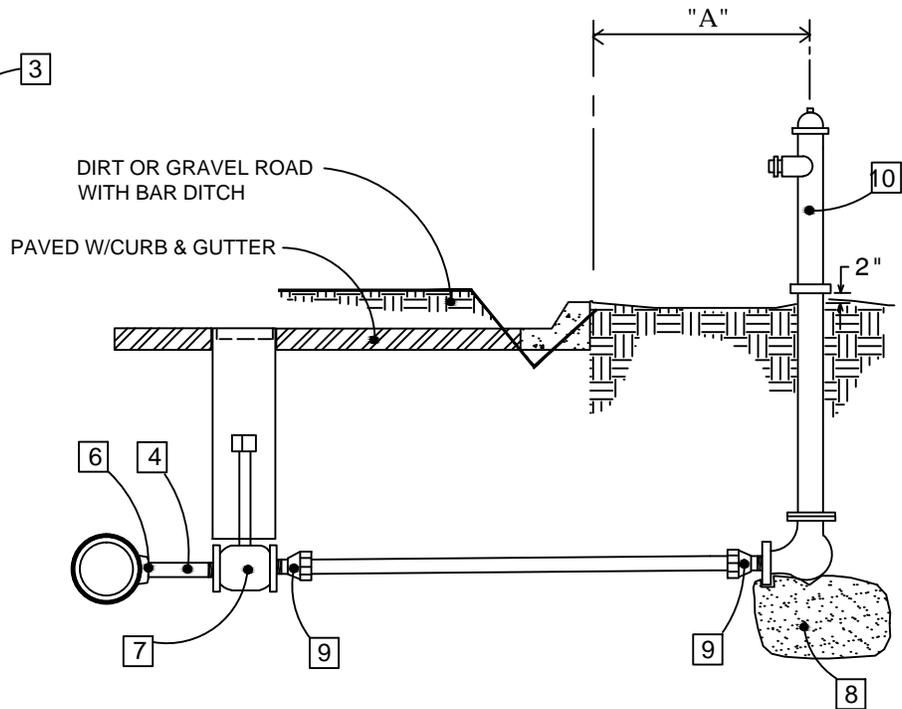


THREADED CONNECTION AT CAP



CONNECTION WITH TAP/SERVICE SADDLE

CONNECTION AT MAIN



TYPICAL INSTALLATION

KEYED NOTES

- 1 RESTRAINED DEAD END MAIN
- 2 MJ CAP/PLUG W / 2" TAP
- 3 2" TYPE-K COPPER
- 4 2" BRASS NIPPLE
- 5 MJ CAP/PLUG
- 6 2" SERVICE SADDLE W / IPS THREADS
- 7 2" HEAVY DUTY THREADED GATE VALVE W / BOX
- 8 1/4 YARD OF GRAVEL AT DRAIN
- 9 ADAPTER: 2" COMPRESSION x 2" MIP
- 10 2-1/4" POST TYPE HYDRANT WITH SANTA FE THREADS

CONSTRUCTION NOTES

1. DIMENSION "A" IS TYPICAL 18" BACK OF CURB TO VALVE IN PAVED AREAS AND IS MINIMUM OF 18" BEHIND BAR DITCH IN UNPAVED AREAS BUT CAN BE EXTENDED UP TO 72" TO FIT FIELD CONDITIONS.

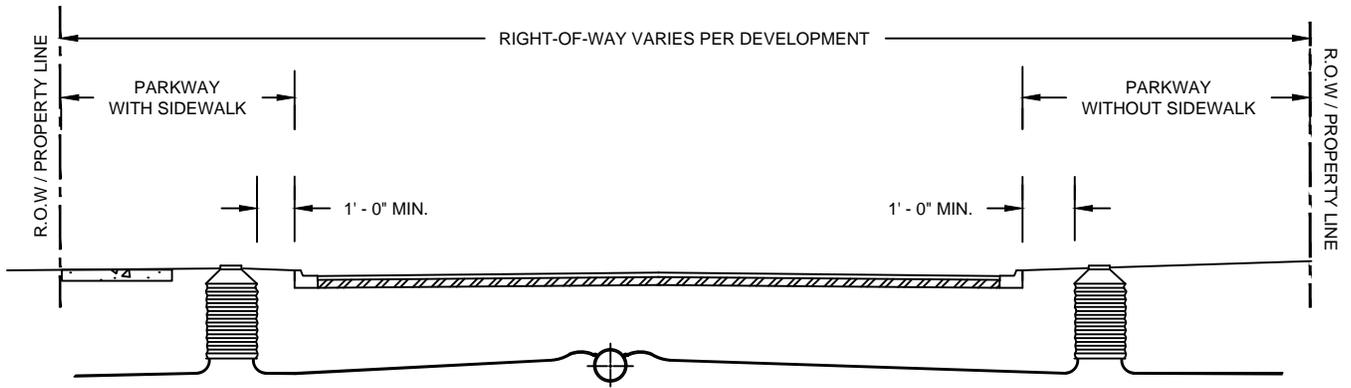


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**FLUSH
 HYDRANT**

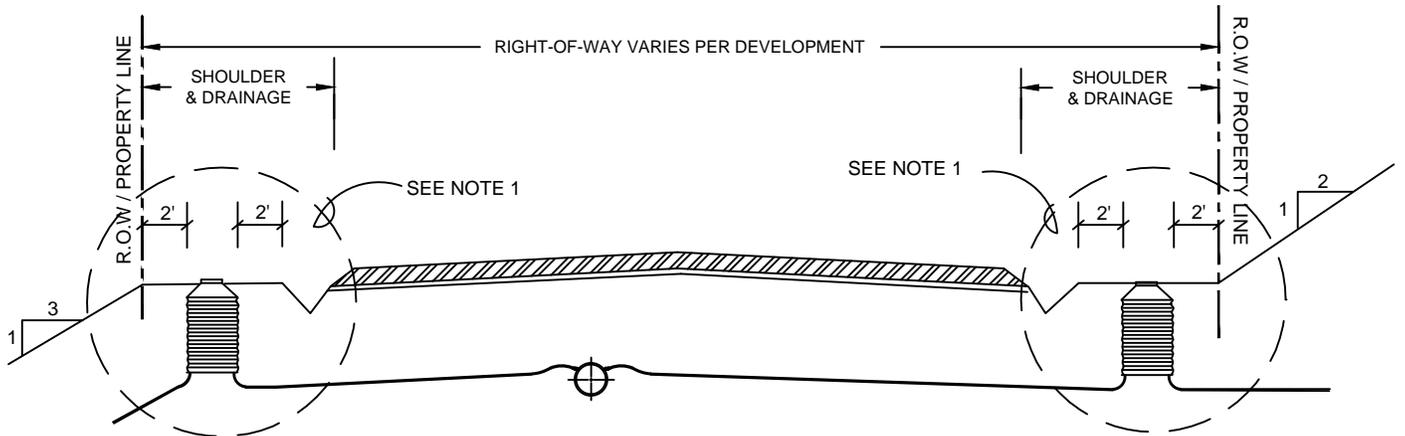
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APPROVED:	



CONSTRUCTION NOTES

1. METER COVER TO BE FLUSH WITH TOP OF CURB.
2. SERVICE INSTALLATION SHALL BE RUN PERPENDICULAR TO WATER MAIN.

PAVED STREETS WITH CURB



CONSTRUCTION NOTES

1. DO NOT LOCATE METER CANS OR FIRE HYDRANTS IN SLOPES UNLESS APPROVED BY SDCW AND BENCHING IS PROVIDED AS SHOWN. A MINIMUM BENCH OF 2' SHALL BE PROVIDED ALL AROUND AS SHOWN.
2. SERVICE INSTALLATION SHALL BE RUN PERPENDICULAR TO WATER MAIN.

PAVED STREETS WITHOUT CURB



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CITY OF SANTA FE, NEW MEXICO
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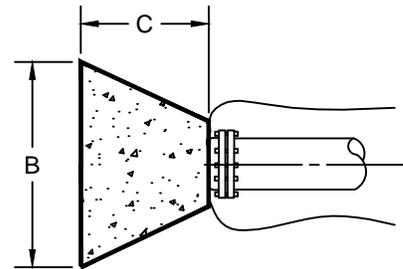
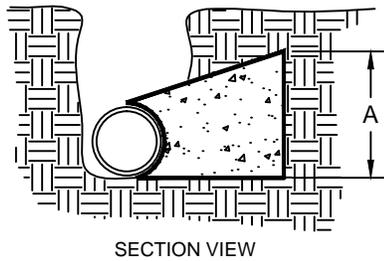
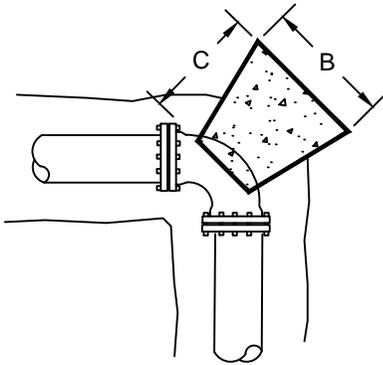


**SERVICE LOCATION
 DETAIL**

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CHECKED:	SCALE:
APPROVED:	

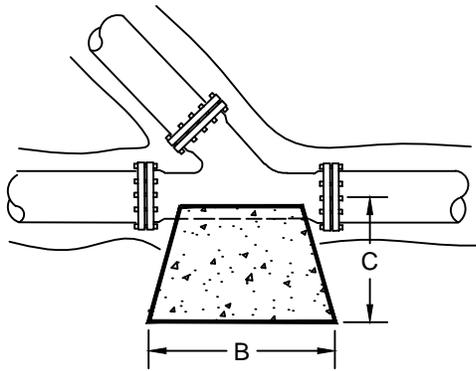
12

USE MECHANICALLY RESTRAINED FITTINGS & PIPE JOINTS FOR THRUST RESTRAINT UNLESS CONCRETE BLOCKING IS SPECIFICALLY CALLED FOR BY SDCW.

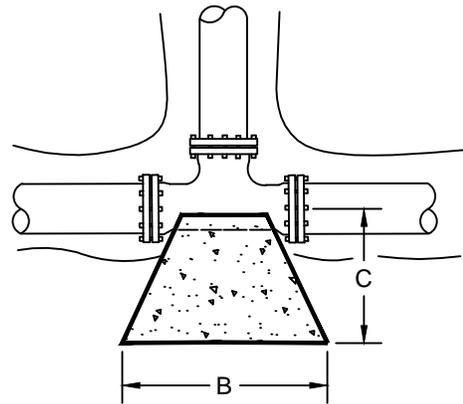


TYPE "A"

DEAD END (TYPE "B")



BRANCH WYE (TYPE "B")



TEE (TYPE "B")

THRUST BLOCK SIZING TABLE

PIPE DIAMETER	TYPE "A" BENDS												TYPE "B" FITTINGS		
	11-1/4°			22-1/2°			45°			90°			A	B	C
	A	B	C	A	B	C	A	B	C	A	B	C			
4"	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
6"	12	12	12	12	12	12	12	18	12	18	24	12	12	24	12
8"	12	12	12	12	18	12	18	24	12	24	30	18	18	30	12
10"	12	12	12	12	24	12	20	30	12	24	42	18	24	36	18
12"	12	18	12	18	24	12	24	36	18	32	48	24	24	42	18
14"	12	24	12	18	36	18	30	42	24	36	60	24	30	48	24
16"	18	24	24	24	36	24	30	40	24	42	66	24	36	54	24
18"	18	30	24	24	40	24	36	54	24	48	72	24	42	60	24
20"	20	30	24	30	42	24	42	60	24	54	80	24	42	76	24
24"	24	36	24	36	54	24	48	72	24	66	96	30	54	80	30

1. TABLE BASED ON 200 P.S.I. (130 P.S.I. WORKING PRESSURE) AND 3000 LB/FT² ALLOWABLE SOIL BEARING PRESSURE.
2. USE TEE OUTLET DIAMETER TO DETERMINE THRUST BLOCK SIZING. USE BRANCH DIAMETER ON WYE TO DETERMINE THRUST BLOCK SIZING.
3. THE "C" DIMENSION LISTED IS A MINIMUM DIMENSION. CONCRETE BLOCKING MUST BE POURED TO THE UNDISTURBED SOIL OF THE TRENCH WALL.

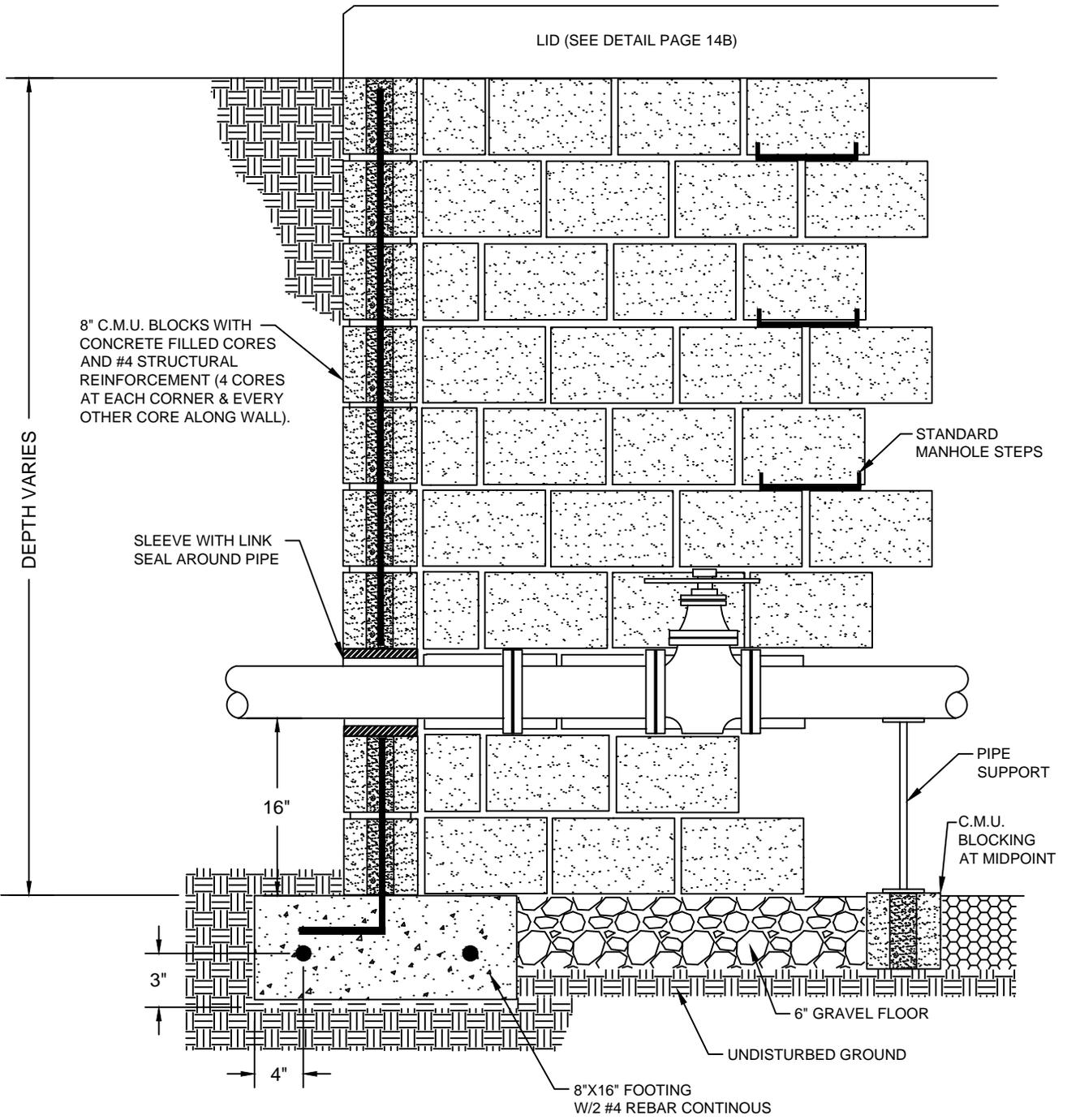


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CONCRETE THRUST BLOCKING

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APPROVED:	



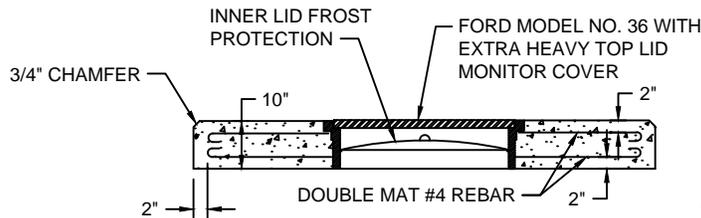
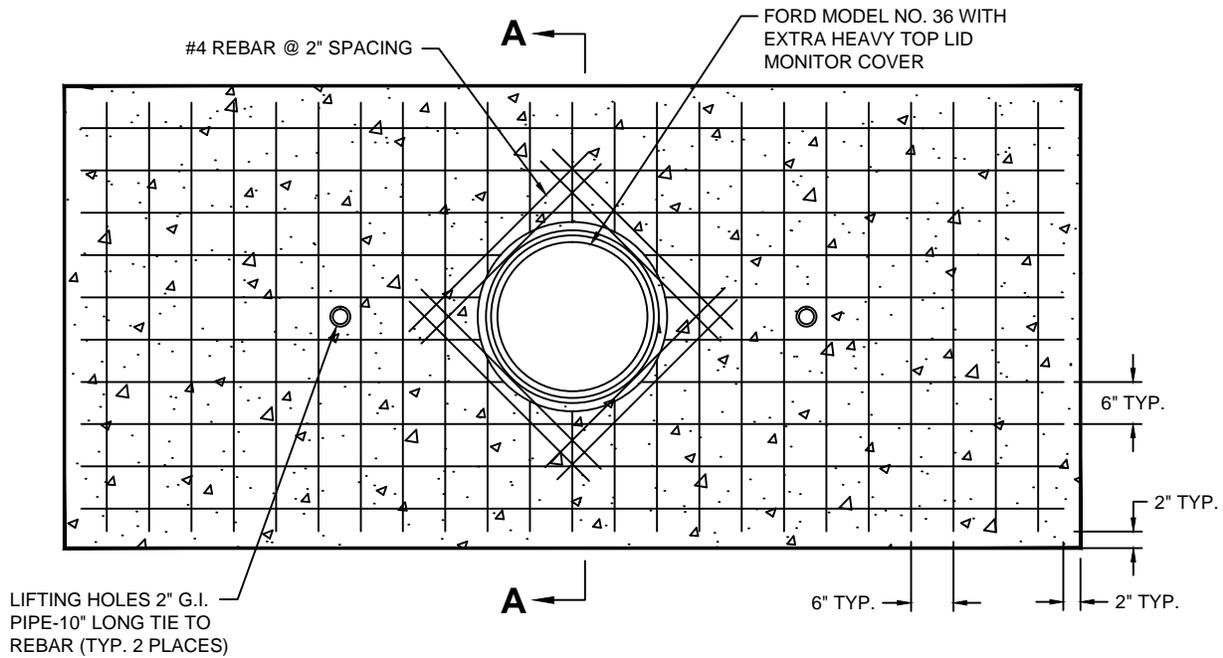
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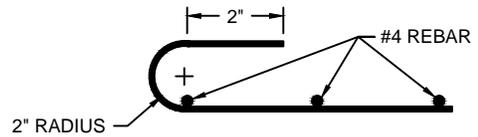
CMU VAULT

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE:
APPROVED:	

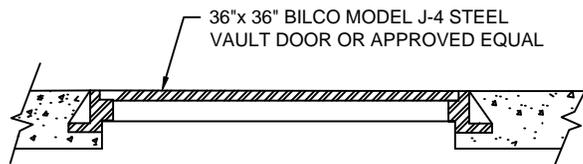
14A



CROSS SECTION A-A



REBAR DETAIL



ALTERNATIVE VAULT DOOR

1. LID TO BE CAST INTO SECTIONS WEIGHING A MAXIMUM OF 4,000 LBS. EACH SECTION TO HAVE TWO (2) LIFTING HOLES.
2. THIS IS A GENERAL DETAIL. EACH PIT WILL HAVE A SPECIFIC DETAIL DRAWING ISSUED FOR CONSTRUCTION.



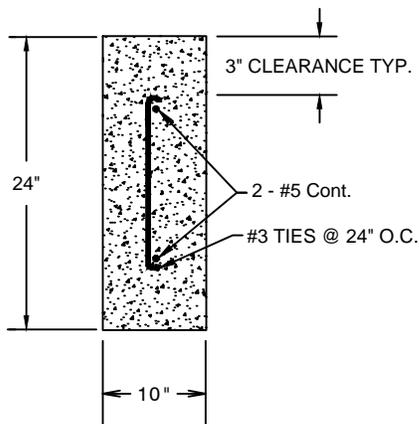
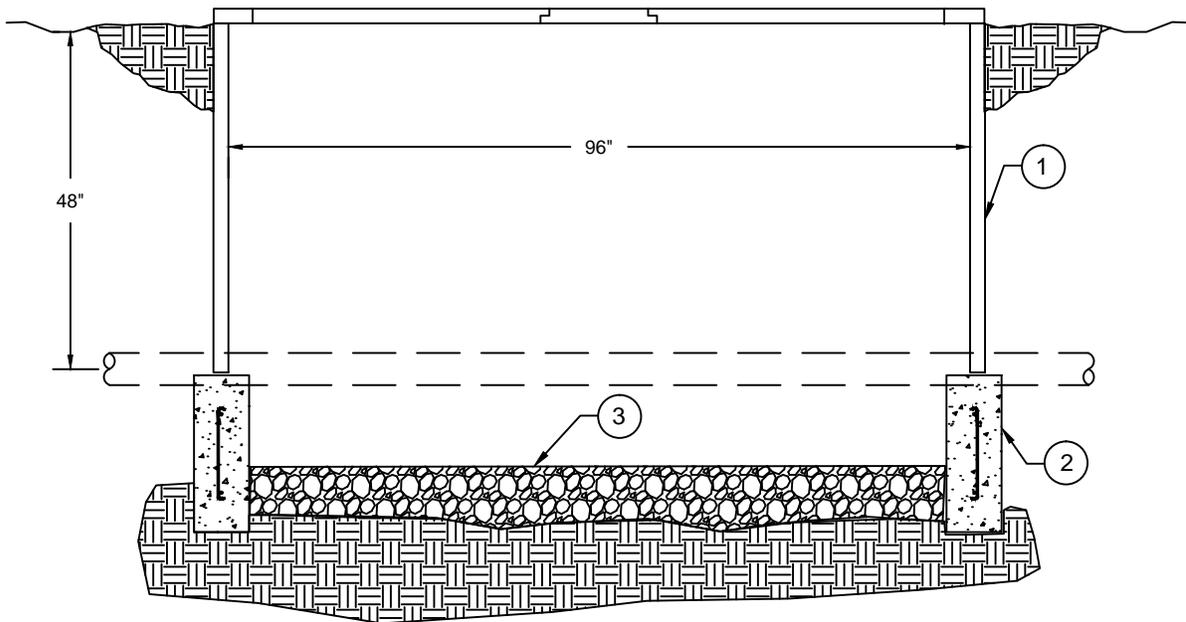
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CMU VAULT

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE:
APPROVED:	

14B



CONCRETE FOOTING DETAIL

- ① Prefabricated Vault 48" x 96" x 48"
(Per Material Specifications)
- ② Concrete Footing
- ③ Gravel Floor 3/4" Crushed - 6" Thick

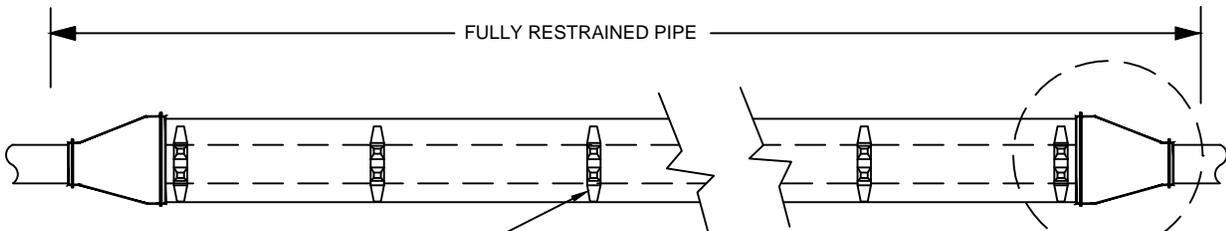
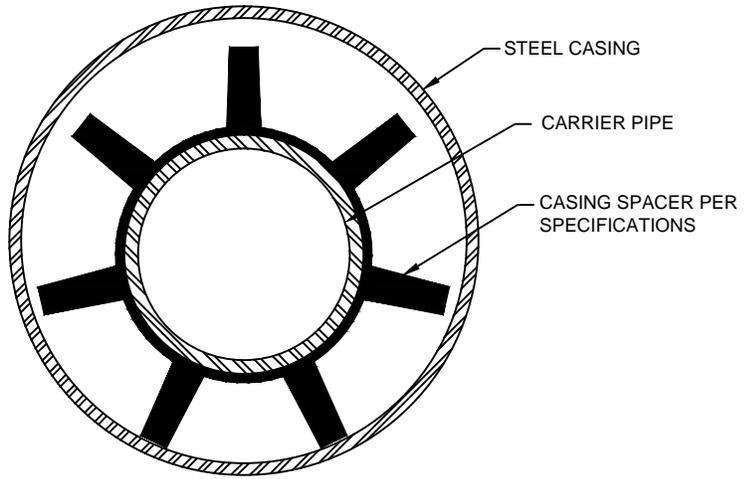


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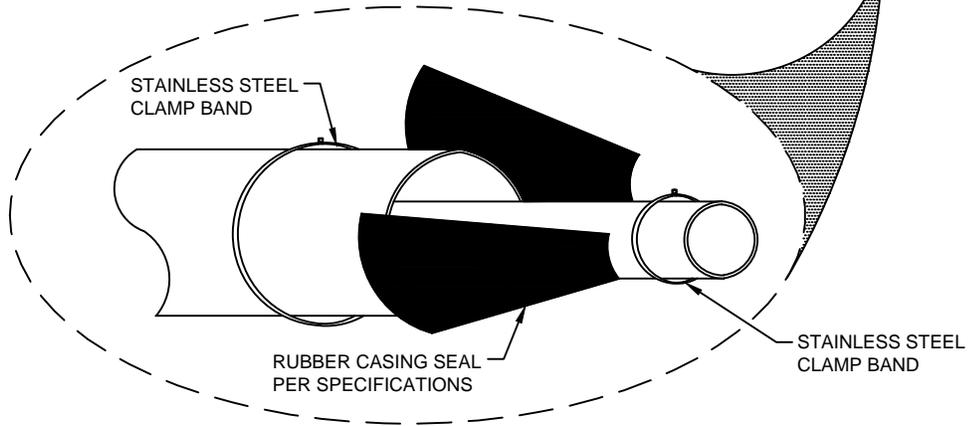


PREFABRICATED VAULT

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	



NUMBER OF SPACERS PER MANUFACTURER REQUIREMENTS. IN NO CASE LESS THAN THREE SPACERS PER PIPE SEGMENT BETWEEN JOINTS.



CASING SIZE VERSUS CARRIER SIZE

Carrier Pipe (Nominal Size)	Steel Casing Diameter and Wall Thickness
6"	14" Schedule 30
8"	16" Schedule 30
10"	18" Standard Class
12"	22" Standard Class
14"	26" Schedule 20
16"	28" Schedule 20
20"	30" 0.375" Wall
24"	36" 0.375" Wall
3/4"-2" Cu Tubing	4" Schedule 40 PVC
3/4"-2" Cu Tubing	4" Schedule 40 Steel



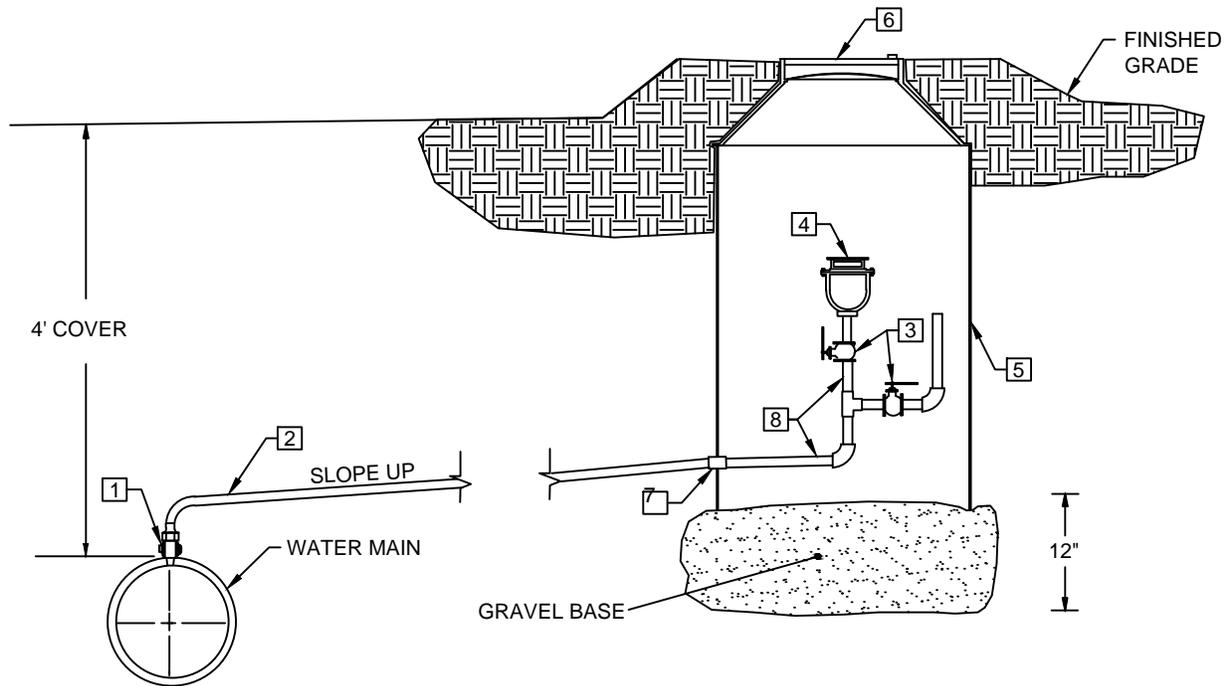
SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO

STANDARD DETAILS



PIPE CASING DETAIL

DRAWN BY: JJA	DATE: 09/2008
CHECKED:	SCALE: N/A
APPROVED:	



ITEM DESCRIPTION

- 1 1" OR 2" TAPPING SADDLE
1" OR 2" CORPORATION COCK (A.W.W.A. TAPERED THREAD)
- 2 1" OR 2" TYPE K COPPER
- 3 1" OR 2" BRASS BALL VALVE
- 4 1" OR 2" NPT COMBINATION AIR & VACUUM UNIT VALVE & PRESSURE UNIT:
CRISPIN C10 OR C20 WITH PROTECT-TOP
- 5 36" x 36" -20# POLYETHYLENE METER BOX
- 6 36" MONITOR RING WITH 20" COVER WITH INNER LID
- 7 1" OR 2" ADAPTER COUPLING
- 8 1" OR 2" THREADED BRASS PIPE

LOCATION: WHERE WATER MAIN IS INSTALLED IN ROAD, THE AIR-VACUUM VALVE INSTALLATION SHALL BE LOCATED OUT OF THE PAVEMENT AND OUT OF BAR DITCH, BUT WITHIN RIGHT-OF-WAY OR EASEMENT.

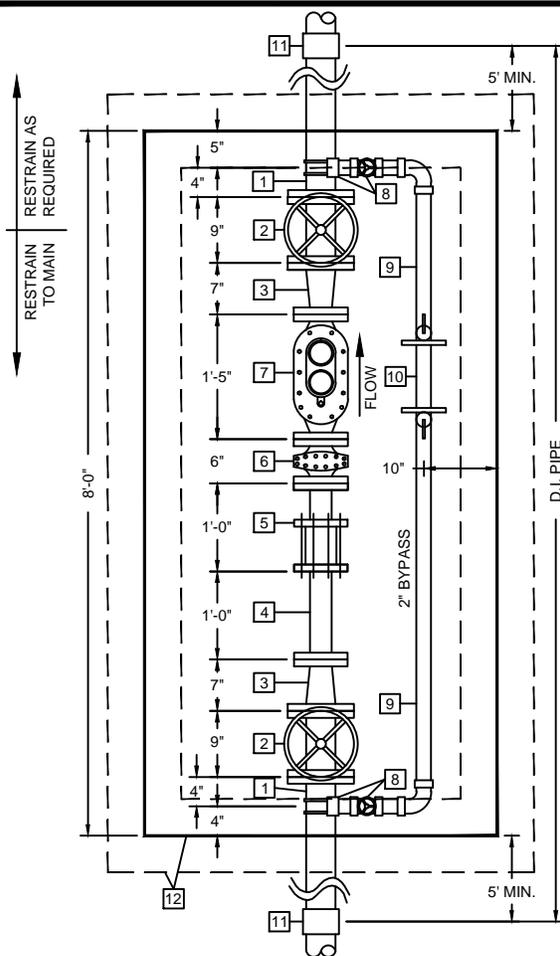


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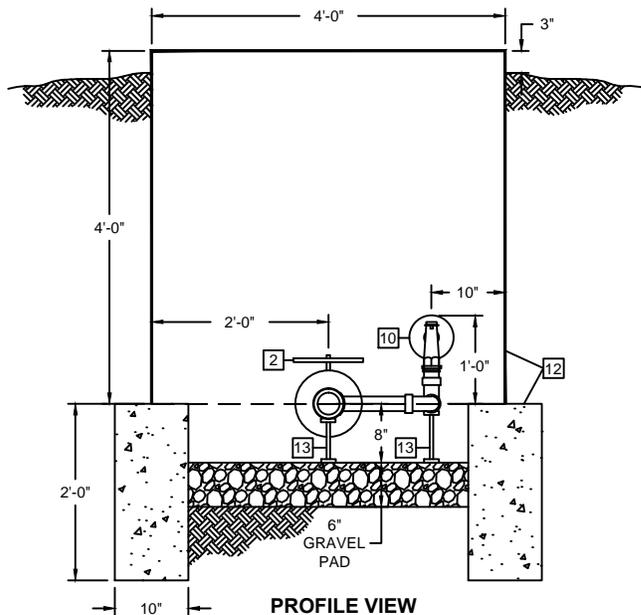


**1" AND 2"
 AIR-VACUUM VALVE**

DRAWN BY:	DATE: 09/2008
CHECKED:	SCALE:
APPROVED:	



PLAN VIEW



PROFILE VIEW

ITEM

- 1 4" FLG x PE CONNECTION PIECE
- 2 4" FLG GATE VALVE W/ HANDWHEEL
- 3 4" x 3" FLG REDUCER
- 4 3" FLG x PE CONNECTION PIECE
- 5 3" FLG COUPLING ADAPTER
- 6 3" FLG METER STRAINER (FURNISHED & INSTALLED BY SDCW)
- 7 3" COMPOUND WATER METER (FURNISHED & INSTALLED BY SDCW)
- 8 4" x 2" SERVICE SADDLE W/ 2" CORP. STOP STYLE BALL VALVE
- 9 2" TYPE K RIGID COPPER & FITTINGS
- 10 2" PREFABRICATED METER SETTER W/ 2" BALL ANGLE VALVES (PER SDCW DETAIL)
- 11 SOLID SLEEVE CONNECTION BETWEEN DUCTILE IRON PIPE AND EXISTING PIPE
- 12 4' x 4' x 8' PREFABRICATED VAULT W/ CONCRETE FOUNDATION (PER SDCW DETAIL)
- 13 PIPE SUPPORT

NOTES

1. CONTRACTOR SHALL USE 12"Wx12"Lx6"H CONCRETE BLOCK AND PIPE JACK STYLE SUPPORT BOLTED INTO CONCRETE WITH LAG BOLTS. TWO (2) SUPPORTS SHALL BE INSTALLED FOR MAIN LINE AND TWO (2) SUPPORTS SHALL BE INSTALLED FOR BYPASS.
2. CONTRACTOR SHALL LOCATE METER VAULT BEHIND CURB & GUTTER IN AREA THAT IS NOT SUBJECT TO VEHICULAR TRAFFIC.
3. CONTRACTOR SHALL SLOPE GRADE AWAY FROM THE VAULT.
4. CONTRACTOR SHALL INSTALL COMPRESSION FITTINGS FOR 2" BYPASS PIPING.
5. CONTRACTOR SHALL INSTALL FOUR (4) ALLTHREADS AT METER LOCATION TO MAINTAIN METER OPENING AND PIPING ALIGNMENT.



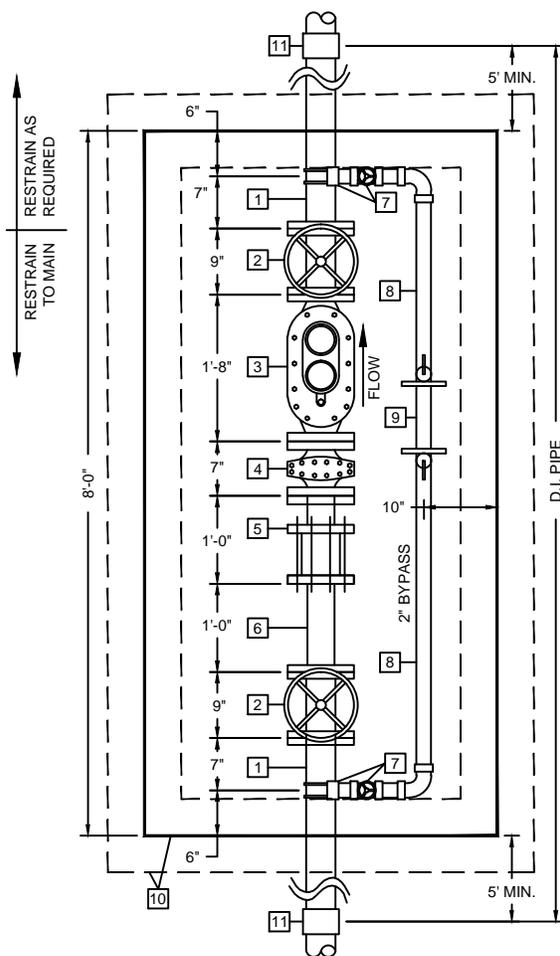
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CITY OF SANTA FE, NEW MEXICO**

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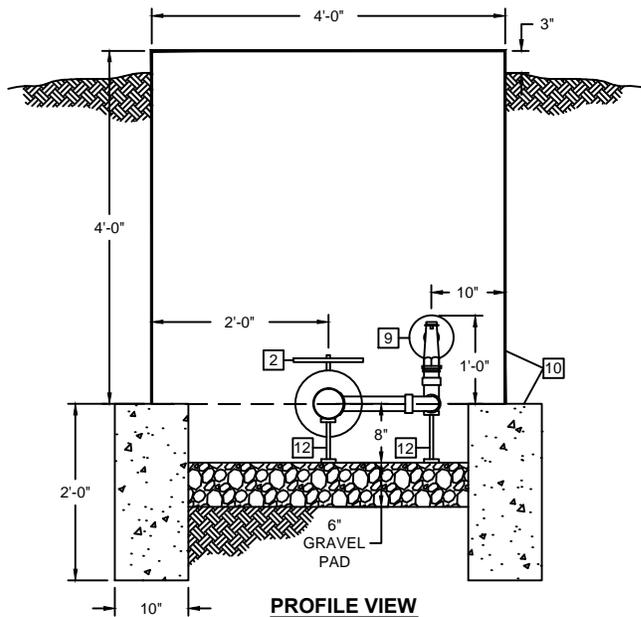


3" DOMESTIC SERVICE

DRAWN BY: SAR	DATE: 09/2008
CHECKED:	SCALE: 1" = 2'
APPROVED:	



PLAN VIEW



PROFILE VIEW

ITEM

- 1 4" FLG x PE CONNECTION PIECE
- 2 4" FLG GATE VALVE W/ HANDWHEEL
- 3 4" COMPUND METER (FURNISHED & INSTALLED BY SDCW)
- 4 4" FLG METER STRAINER (FURNISHED & INSTALLED BY SDCW)
- 5 4" FLG COUPLING ADAPTER
- 6 4" FLG x PE CONNECTION PIECE
- 7 4" x 2" SERVICE SADDLE W/ 2" CORP. STOP TYPE BALL VALVE
- 8 2" TYPE K RIGID COPPER & FITTINGS
- 9 2" PREFABRICATED METER SETTER W/ 2" BALL VALVES (PER SDCW DETAIL)
- 10 4' x 8' PREFABRICATED VAULT W/ CONCRETE FOUNDATION (PER SDCW DETAIL)
- 11 SOLID SLEEVE CONNECTION BETWEEN DUCTILE IRON PIPE AND EXISTING PIPE.
- 12 PIPE SUPPORT

NOTES

1. CONTRACTOR SHALL USE 12"Wx12"Lx6"H CONCRETE BLOCK AND PIPE JACK STYLE SUPPORT BOLTED INTO CONCRETE WITH LAG BOLTS. TWO (2) SUPPORTS SHALL BE INSTALLED FOR MAIN LINE AND TWO (2) SUPPORTS SHALL BE INSTALLED FOR BYPASS.
2. CONTRACTOR SHALL LOCATE METER VAULT BEHIND CURB & GUTTER IN AREA THAT IS NOT SUBJECT TO VEHICULAR TRAFFIC.
3. CONTRACTOR SHALL SLOPE GRADE AWAY FROM THE VAULT.
4. CONTRACTOR SHALL INSTALL COMPRESSION FITTINGS FOR 2" BYPASS PIPING.
5. CONTRACTOR SHALL INSTALL FOUR (4) ALLTHREADS AT METER LOCATION TO MAINTAIN METER OPENING AND PIPING ALIGNMENT.

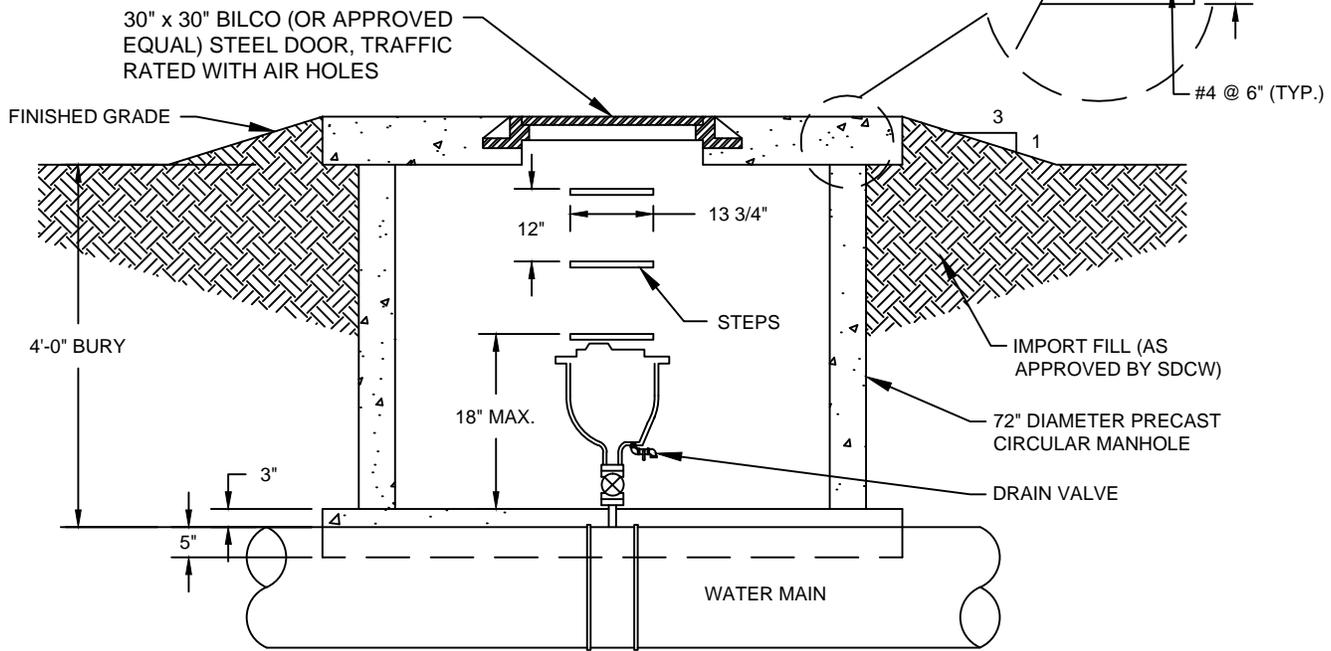
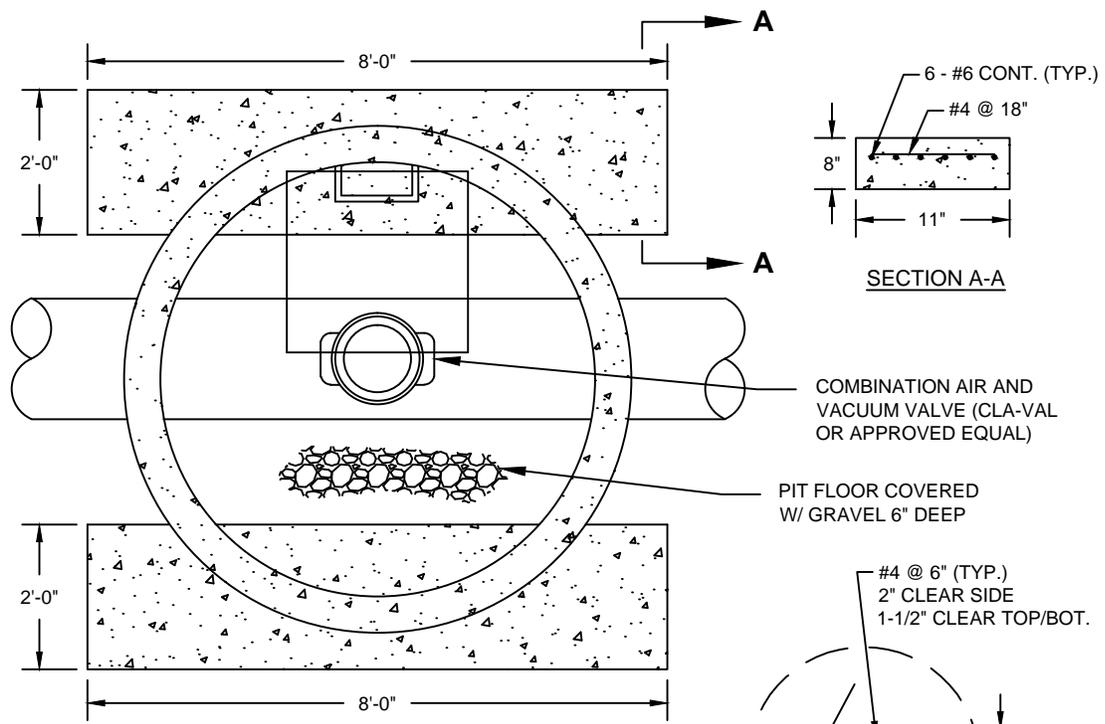


SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
 STANDARD DETAILS



4" DOMESTIC SERVICE

DRAWN BY: SAR	DATE: 09/2008
CHECKED:	SCALE: 1" = 2'
APPROVED:	



NOTE:

1. 3" (MODEL 363CAV332FT, CL125 FLANGE), 4" (MODEL MTP364/34.116.3, CL250 FLANGE/MODEL MTP364/34.332, CL125 FLANGE) & 6" (MODEL MTP366/34.116.3, CL250 FLANGE/MODEL MTP366/34.332, CL125 FLANGE) AIR & VACUUM VALVES SHALL BE MANUFACTURED BY CLA-VAL (OR APPROVED EQUAL).



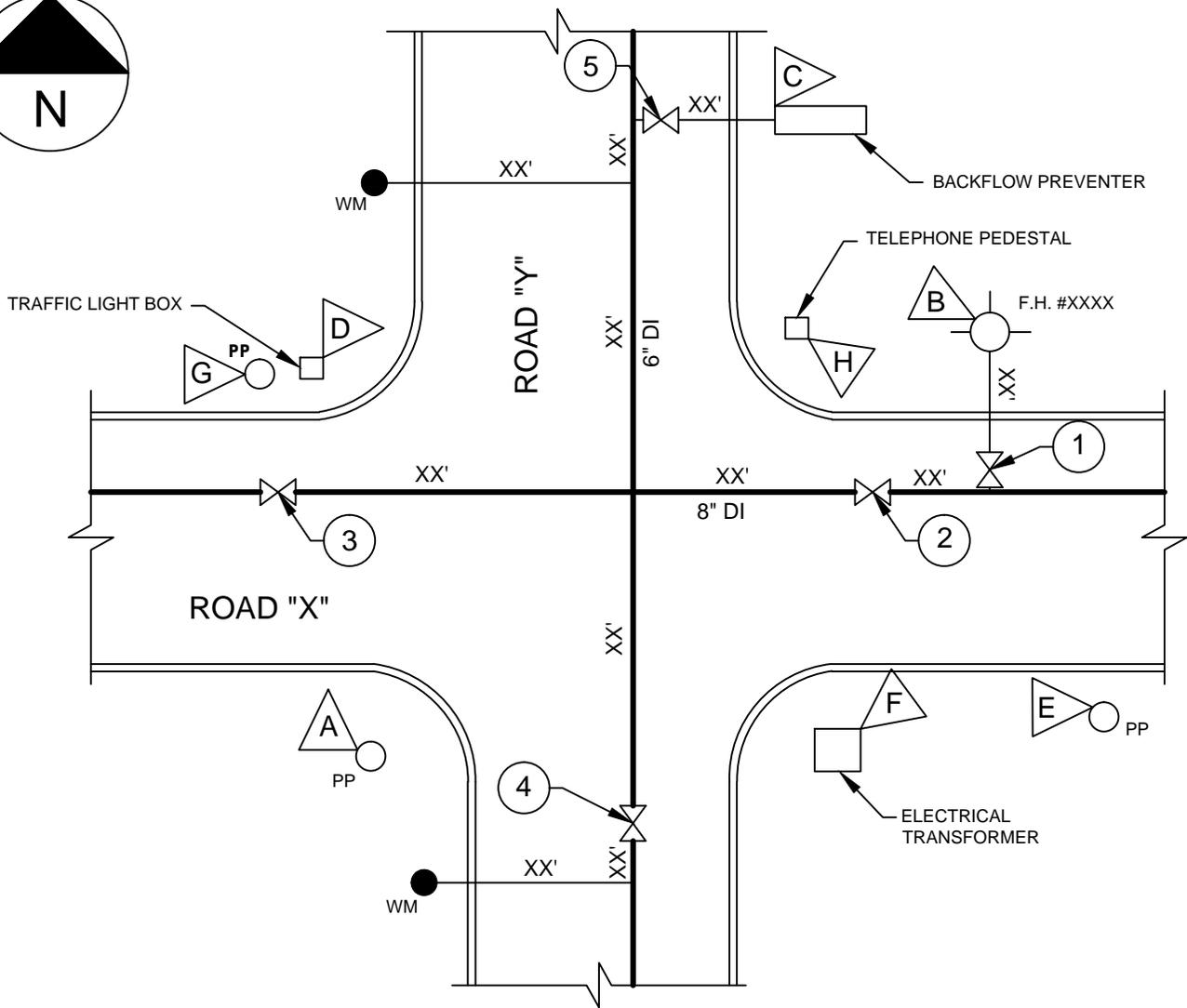
**SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO**

STANDARD DETAILS



**3" and Larger Air-Vacuum
Valve Vault**

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CHECKED:	SCALE: N/A
APPROVED:	



FROM POINT	TO VALVE				
	①	②	③	④	⑤
▲			XX'XX"	XX'XX"	
▲	XX'XX"	XX'XX"			
▲					XX'XX"
▲			XX'XX"		XX'XX"
▲	XX'XX"	XX'XX"			
▲	XX'XX"	XX'XX"		XX'XX"	
▲			XX'XX"		
▲				XX'XX"	XX'XX"

$\frac{1}{2}''$
 $\frac{1}{4}''$

VALVE REFERENCING NOTES:

- (1) ALL VALVES SHALL BE REFERENCED DURING CONSTRUCTION WITH 3 SWING TIES FROM SUITABLE REFERENCED POINTS AND THE TIES RECORDED ON THE CONSTRUCTION DRAWING.
- (2) ALL REFERENCE POINTS SHALL BE EASILY FIELD IDENTIFIED AND SHALL CONSIST OF: PERMAMENT LAND MARKS (IE.FIRE HYDRANTS, POWER POLES, ELECTRIC TRANSFORMERS, TELEPHONE PEDESTALS, ETC.) THAT WILL NOT BE RELOCATED OR REMOVED DURING CONSTRUCTION.
- (3) ALL FIRE HYDRANT VALVES SHALL BE REFERENCED WITH A DIMENSION FROM THE CENTER OF THE HYDRANT TO THE VALVE BOX AND SHALL HAVE A MINIMUM OF ONE (1) SWING TIE FROM A SEPARATE REFERENCE POINT.

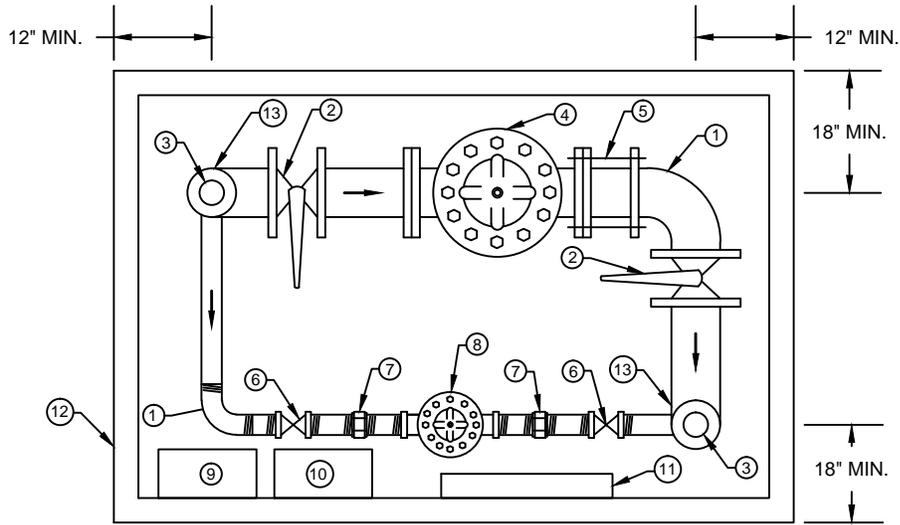


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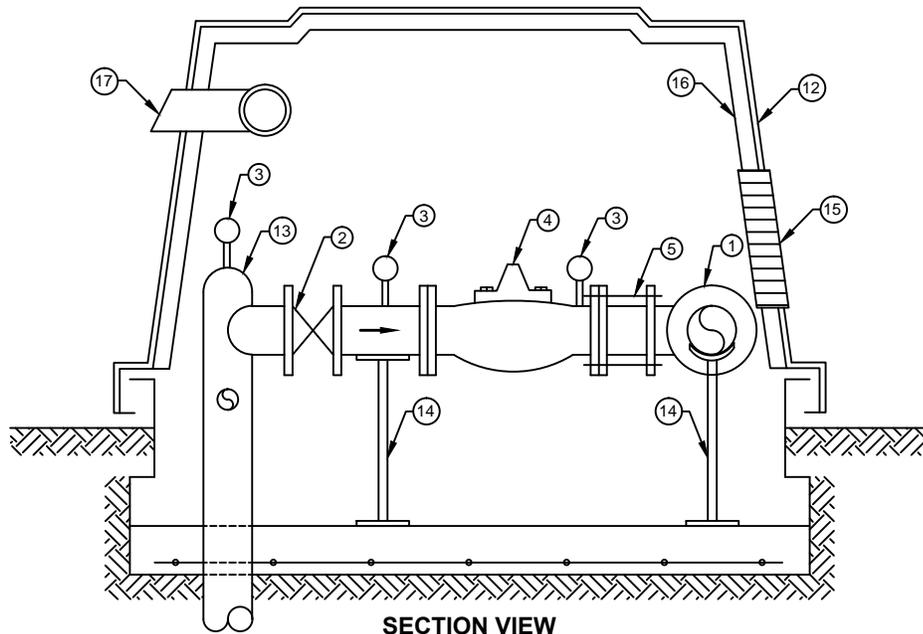


VALVE REFERENCE MAP

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CHECKED:	SCALE: N/A
APPROVED:	



PLAN VIEW



SECTION VIEW

EQUIPMENT LIST

- | | |
|--|--------------------------------------|
| ① 90° ELBOW | ⑩ POWER PANEL W/ TWO (2) GFI OUTLETS |
| ② BUTTERFLY VALVE | ⑪ PRESSURE GAUGE MOUNTING PANEL |
| ③ PRESSURE GAUGE | ⑫ PREFABRICATED ENCLOSURE |
| ④ PRESSURE REDUCING VALVE (SIZED FOR HIGH DEMAND FLOW RATES) | ⑬ WELDED TEE RISER |
| ⑤ FLANGE COUPLING ADAPTER | ⑭ PIPE SUPPORT |
| ⑥ BALL VALVE | ⑮ AIR VENT |
| ⑦ UNION | ⑯ FOAM INSULATION |
| ⑧ PRESSURE REDUCING VALVE (SIZED FOR LOW DEMAND FLOW RATES) | ⑰ EXHAUST FAN |
| ⑨ HEATER UNIT | ⑱ CONCRETE SLAB |

NOTES:

1. PRESSURE GAUGES SHALL BE 4" OIL FILLED GAUGES AND MOUNTED ON PRESSURE GAUGE MOUNTING PANEL (SEE DETAIL).
2. PRESSURE REDUCING VALVES SHALL BE CLA-VAL (MODEL 90-01AB) OR APPROVED EQUAL.
3. PRESSURE REDUCING VALVE VAULTS SHALL BE ABOVE GRADE VAULTS AS MANUFACTURED BY ENGINEER FLUID INC., CANARIS, OR APPROVED EQUAL.
4. SACRIFICIAL ANODE IS REQUIRED FOR CATHODIC PROTECTION ON PREFABRICATED ENCLOSURE BASE.
5. ENCLOSURE SHALL BE PAINTED PER MANUFACTURER RECOMMENDATION WITH COLOR APPROVED BY SDCW.
6. CONCRETE SLAB SHALL BE 6-INCHES THICK WITH #5 REBAR AT 12" O.C. FOR REINFORCEMENT.



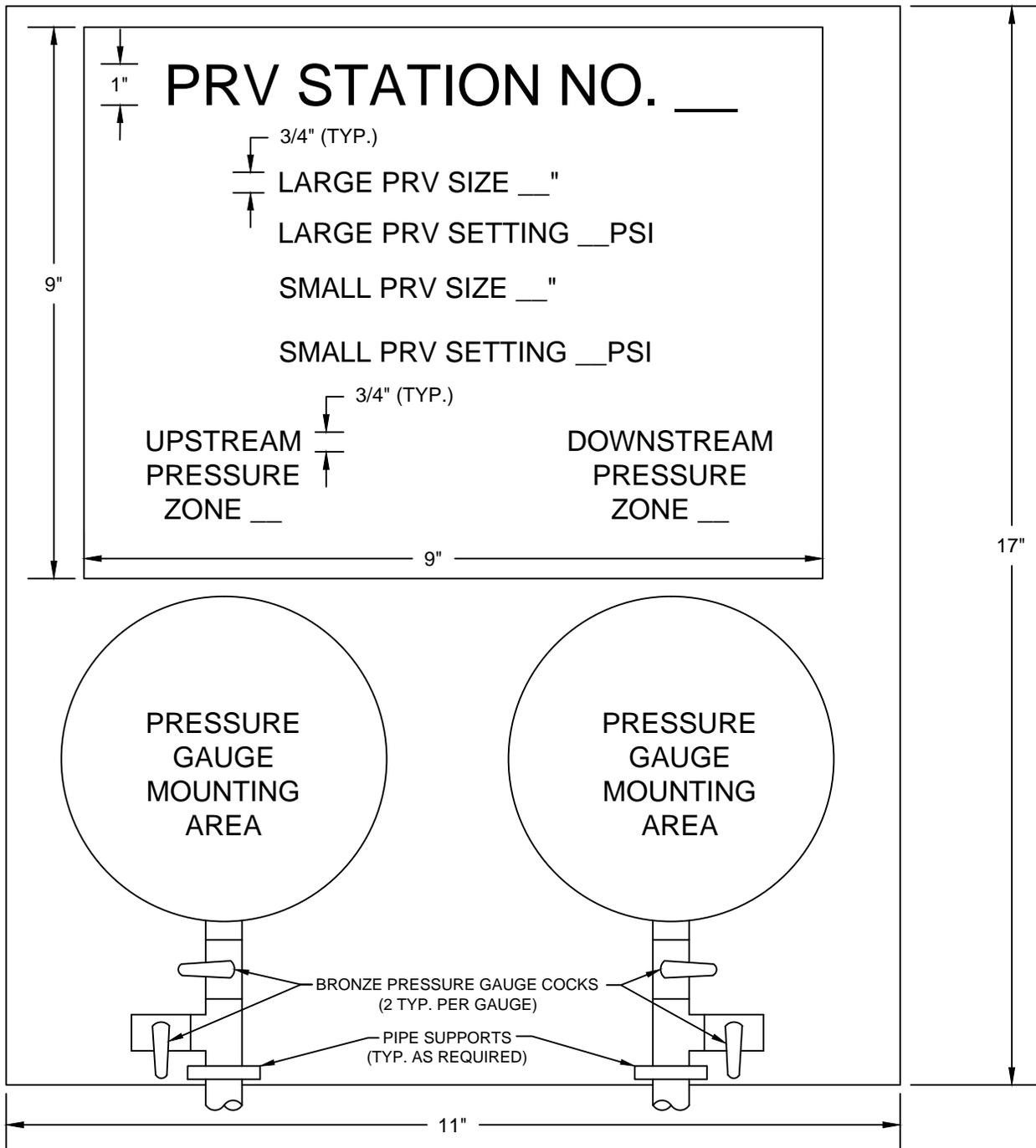
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STANDARD DETAILS



PRESSURE REDUCING VALVE

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APPROVED:	



NOTES:

1. PRESSURE GAUGE MOUNTING PLATE SHALL BE CONSTRUCTED OF $\frac{3}{16}$ " ALUMINUM.
2. MOUNTING PLATE SHALL BE MOUNTED TO WALL USING $\frac{13}{16}$ " DEPTH x $\frac{13}{16}$ " WIDE UNISTRUT AND FOUR (4) $\frac{3}{8}$ " DIA. x 2- $\frac{1}{2}$ " LONG SS LAG BOLTS WITH LAG SHIELD FOR CONCRETE.
3. LABEL PLATE SHALL BE STAINLESS STEEL ACID ETCHED AND COLOR FILLED.



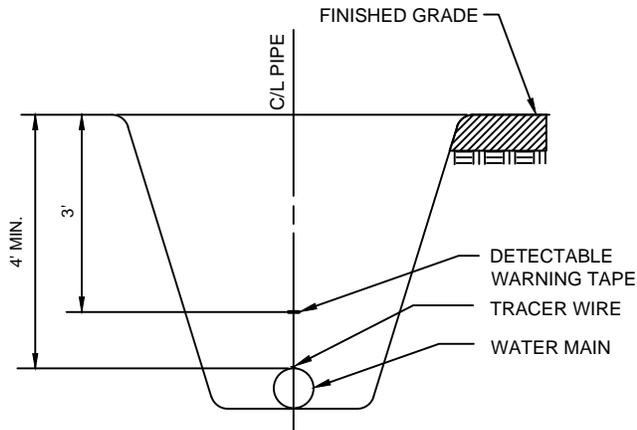
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CITY OF SANTA FE, NEW MEXICO
 STANDARD DETAILS



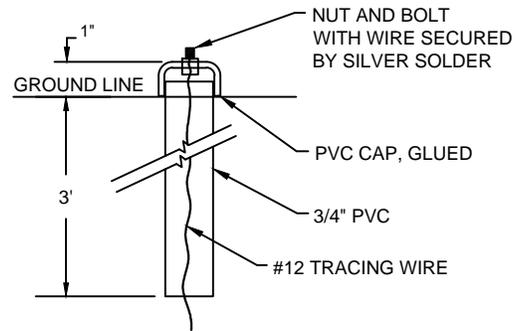
**PRV PRESSURE GAUGE
 MOUNT DETAIL**

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APPROVED:	

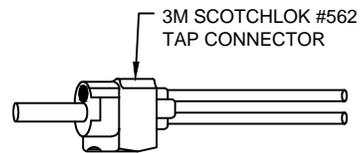
23



TRENCH CROSS SECTION

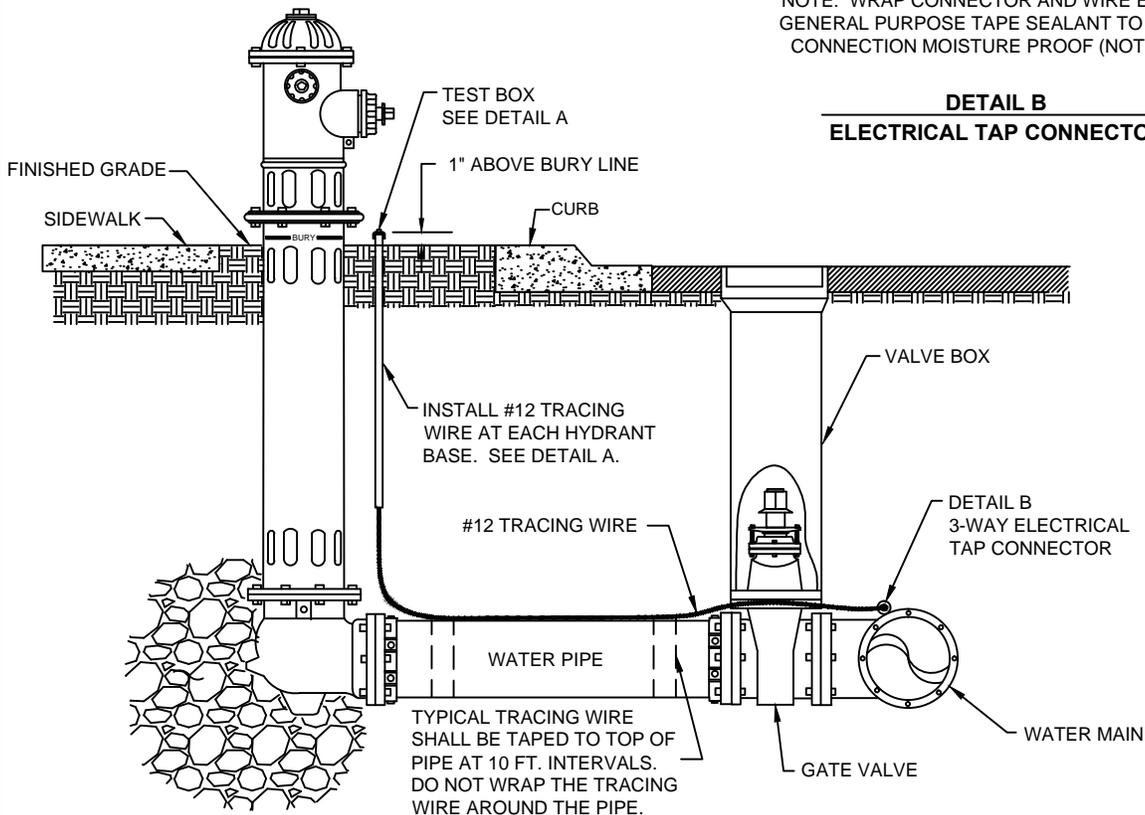


**DETAIL A
TEST BOX**



NOTE: WRAP CONNECTOR AND WIRE ENDS WITH GENERAL PURPOSE TAPE SEALANT TO MAKE THE CONNECTION MOISTURE PROOF (NOT SHOWN).

**DETAIL B
ELECTRICAL TAP CONNECTOR**



TRACING WIRE DESIGN AND DETAILS COURTESY OF PEAK POWER ENGINEERING, INC. 1309 AGUA FRIA, SANTA FE, NM 87501

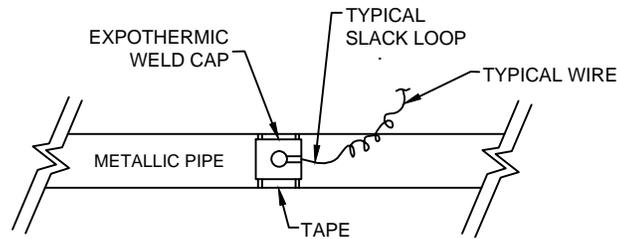
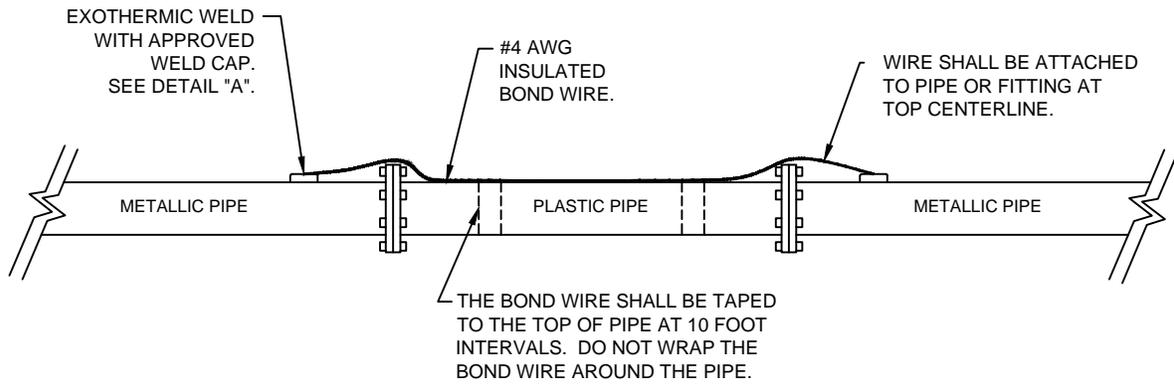


SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
STANDARD DETAILS



TRACING WIRE DETAIL

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DETAIL "A"

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1309 AGUA FRIA, SANTA FE, NM 87501



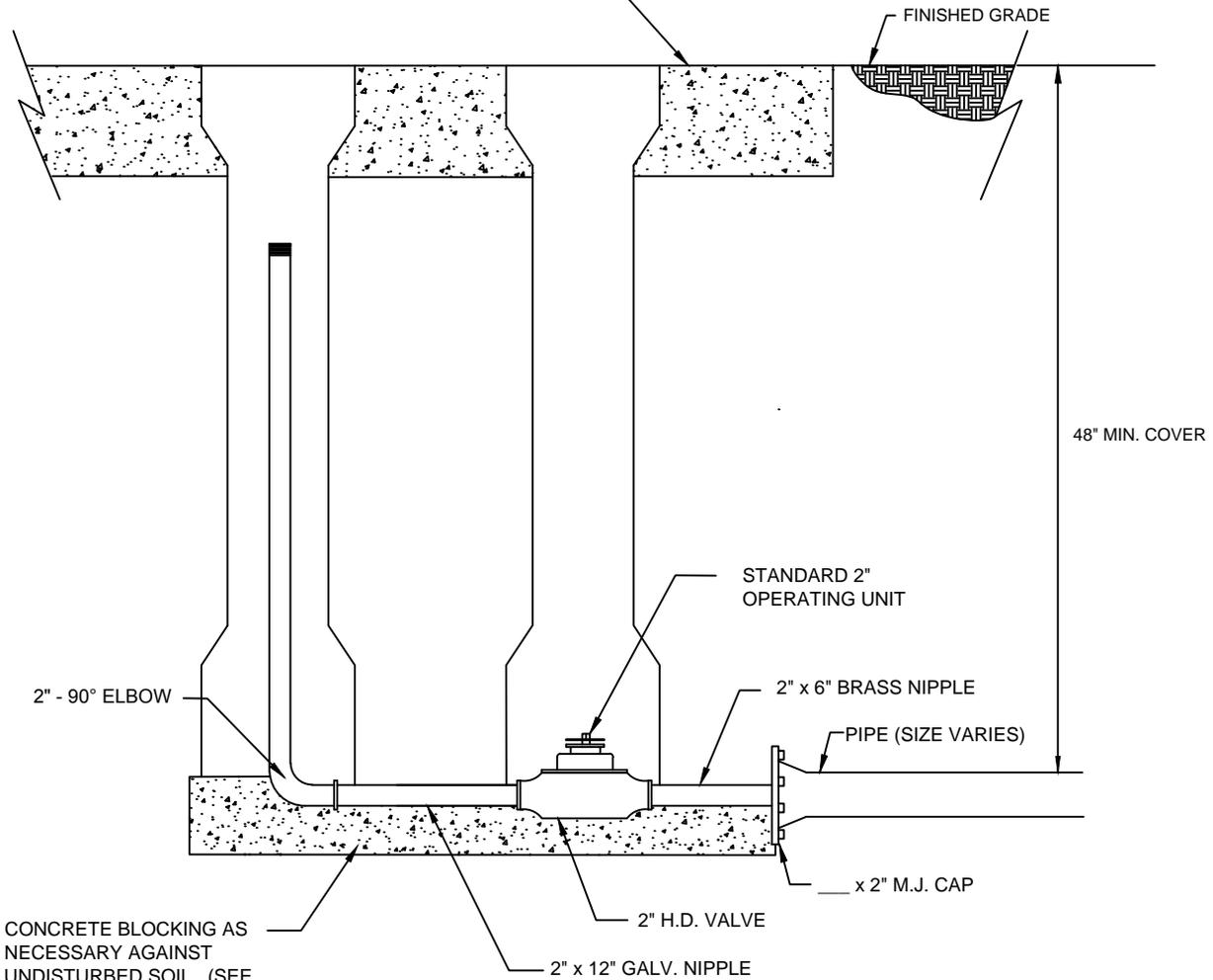
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CITY OF SANTA FE, NEW MEXICO
STANDARD DETAILS



BONDING JUMPER DETAIL

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SEE VALVE BOX
INSTALLATION FOR
CONCRETE COLLAR DETAIL



CONCRETE BLOCKING AS NECESSARY AGAINST UNDISTURBED SOIL. (SEE CONCRETE THRUST BLOCKING DETAIL 13 FOR REQUIRED SIZE OF BLOCKING)

NOTES:

1. BLOW-OFF VALVES ARE TO BE USED ONLY WHEN SPECIFIED BY SDCW.
2. WRAP END OF PIPE, CAP, AND BLOW-OFF VALVE ASSEMBLY WITH 4 MIL. POLYETHYLENE SHEETING PRIOR TO REPLACEMENT OF CONCRETE BLOCKING.



SANGRE DE CRISTO WATER DIVISION
CITY OF SANTA FE, NEW MEXICO
STANDARD DETAILS



2" BLOW-OFF VALVE

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