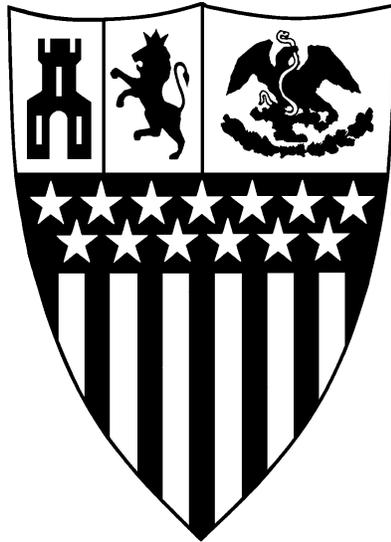


City of Santa Fe, New Mexico



“REQUEST FOR BIDS”

CIP PROJECT # 949

BID # 15/01/B

**FY 14/15 WASTEWATER MANAGEMENT DIVISION RUFINA STREET SANITARY SEWER LINE
REHABILITATION PROJECT**

BIDS DUE:

THURSDAY, AUGUST 7, 2014

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD – BUILDING “H”

I, T. Stanley Holland III, Registered Professional Engineer No. 15339, hereby certify that this manual was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief

T. Stanley Holland III

P.E. 15339

INDEX

A.	BIDDING DOCUMENTS:	PAGE
	Advertisement for Bids	3
	Bid Schedule	4
	Instructions for Bidders	5
	Bid Forms.....	20
	Exhibit I – Fixed Unit Price Schedule	23
	Bid Bond	35
	Non-Collusion Affidavit of Prime Bidder	37
	Non-Collusion Affidavit of Subcontractor	38
	Certificate of Non-segregated Facilities	40
	Certification of Bidder Regarding Equal Employment Opportunity	41
	Certification of Subcontractor Regarding Equal Employment Opportunity	42
	Local Preference Certification Form	44
	Resident Veterans Preference Certification	45
	Subcontractor Listing Form	47
	Statement of Bidder’s Qualifications.....	48
B.	CONTRACTUAL DOCUMENTS:	
	Construction Agreement	52
	Performance Bond	61
	Payment Bond.....	65
C.	SPECIAL PROVISIONS FOR PAYROLL:	
	State Wage Rate Decision.....	71
	Living Wage Ordinance.....	76
D.	GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIAL CONDITIONS & SPECIAL PROVISIONS:	
	General Conditions	79
	Insurance Requirements.....	104
	Supplementary Conditions.....	120
	Special Conditions	127
	Special Provisions.....	145
E.	CITY OF SANTA FE WASTEWATER DIVISION GENERAL CONSTRUCTION CONDITIONS	132
F.	SUPPLEMENTAL TECHNICAL SPECIFICATIONS & MAPS	
	Standard Specifications for the City of Santa Fe.....	155
	Technical Specifications with Measurement and Payment	159
	Maps and Tables	194

PRE-BID INFORMATION

DEBARRED OR SUSPENDED CONTRACTORS

SECTION 00012

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended OR THE City Purchasing Manual, 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, NEW MEXICO
WASTEWATER MANAGEMENT DIVISION
ADVERTISEMENT FOR BIDS
BID NO. '15/01/B**

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 August 7, 2014. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring services for:

**FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line
Rehabilitation Project, CIP No.949**

The work consists of furnishing all mobilization, equipment, labor and materials for the rehabilitation of approximately 20,000 L.F. total of existing 18 inch and 24 inch sanitary sewer lines through cured-in-place pipe (CIPP) methods as specified in the sewer line location plans and specifications and other incidental work and traffic control as required in the City of Santa Fe, New Mexico in accordance with the drawings, specifications, and other Contract Documents.

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

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 may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Stan Holland, P.E. Wastewater Division, 73 Paseo Real, Santa Fe New Mexico 87507 (505) 955-4637.

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 07/14/14

To be published on: 07/18/14

Received by the Albuquerque Journal on: 07/14/14

To be published on: 07/18/14

BID SCHEDULE

ADVERTISEMENT:..... Friday, July 18, 2014

ISSUANCE OF BID DOCUMENTS Friday, July 18, 2014

PRE-BID CONFERENCE..... Thursday, July 31, 2014
2:00 PM at Wastewater Management Division
73 Paseo Real
Santa Fe, NM

BID OPENING:..... 2:00 pm Thursday, August 7, 2014
City Purchasing Office
2651 Siringo Road, Bldg H
Santa Fe, NM 87505

RECOMMENDATION OF AWARD
CITY PUBLIC UTILITIES COMMITTEE:..... Wednesday, September 3, 2014

RECOMMENDATION OF AWARD
CITY FINANCE COMMITTEE:..... Monday, September 15, 2014

RECOMMENDATION OF AWARD
CITY COUNCIL: Tuesday, September 23, 2014

NOTICE OF AWARD: Wednesday, September 24, 2014

RECEIPT OF BONDS, INSURANCE,
DRAFT SCHEDULE: Friday, October 3, 2014

EXECUTE CONTRACTS: Friday, September 5, 2014

NOTICE TO PROCEED: Friday, October 10, 2014

INSTRUCTIONS FOR BIDDERS

Bids are requested by City of Santa Fe for the **FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation Project, CIP #949, Bid '15/01/B** in accordance with the drawings, specifications and other contract documents prepared by the Wastewater Management Division

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this contract is located in the City of Santa Fe primarily within the Rufina Street ROW and a cross country section. The work consists of furnishing all mobilization, equipment, labor and materials for the rehabilitation of approximately 20,000 +/- L.F total of existing 18 inch and 24 inch sanitary sewer lines through cured-in-place pipe (CIPP) methods as specified in the sewer line location plans and specifications and other incidental work and traffic control as required in the City of Santa Fe, New Mexico in accordance with the drawings, specifications, and other Contract Documents.
2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids" form attached hereto. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
3. **PLANS AND CONTRACT DOCUMENT DEPOSIT:** The deposit for each set of bidding forms and documents as required in the "Advertisement for Bids" will be refunded to each bidder provided such documents are returned in good condition to the City's Project Engineer within ten (10) days after the bid opening date. An additional two (2) sets of bidding documents will be furnished to the successful bidder at no additional charge. Any additional sets requested will be issued to the successful bidder by the City at the cost of reproduction.
4. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in the bidding documents.
5. **EXAMINATION OF BIDDING DOCUMENTS AND SITE:** Before submitting a bid, each bidder must (a.) examine the bidding documents thoroughly, (b.) visit the site to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c.) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d.) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.
6. **THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING:** Everything that is bound herein, project plans and any standard specifications referenced herein.
7. **ADDENDA AND INTERPRETATIONS:** 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.**

Questions regarding the technical aspects or scope of work of the bidding documents shall be submitted to:

Wastewater Management Division
Attn: Stan Holland, P.E.
73 Paseo Real
Santa Fe, NM 87507
Phone: (505) 955-4637 Fax: (505) 955-4677

Questions regarding the bidding documents and purchasing procedures shall be submitted to:

Robert Rodarte, Purchasing Officer
City of Santa Fe Purchasing Division
2651 Siringo Road
Building H
Santa Fe, New Mexico 87505
(505) 955-5711

Replies will be issued by Addenda mailed, faxed or delivered to all parties recorded by the City's Engineer as having received the bidding documents at least three (3) days before the scheduled bid opening date. Questions received less than five days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. All Addenda so issued shall become part of the contract documents. Oral and other interpretations or clarifications will be without legal effect.

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.

8. **BID SECURITY:** Bid security in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check made payable to the City or a bid bond issued to a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the City. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, whereupon it will be returned. If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to the Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening or sooner.

9. RESIDENT & LOCAL PREFERENCE:

INTENT and POLICY

The City 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 Taxation and Revenue Department.

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 8% 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 Officer 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 Officer 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:

The 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 attached hereto as Appendix E.

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.

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) _____

10. CONTRACT TIME: The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.
11. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A. The Contractor, in the bid documents, must identify in writing to the City those portions of the work that contractor proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.
- B. All listed subcontractors shall be approved by the City, and the City reserves the right to refuse to approve any subcontractors listed by the Contractor.
- C. Contractor will not be required to employ any other subcontractor, other person or organization against whom the contractor has reasonable objection.
- D. The Contractor shall list all subcontractor names, addresses, and type of work to be performed.
- E. In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT" (13-4-34 NMSA 1988), 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 sub-contractor may be listed for each category as defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.
- F. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

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

- G. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:
 - 1. A Contractor may not substitute any subcontract any subcontractor listed, unless the City approves the substitution based on the following situations:
 - a. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - b. The subcontractor fails or refuses to perform;

- c. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - d. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - e. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - f. The subcontractor fails or refuses to meet bond requirements of the contractor.
 - g. The City refuses to approve a subcontractor listed by the Contractor.
2. Prior to approval of the contractor's request for substitution, the City shall give notice to the listed subcontractor by certified mail. The subcontractor shall have five working days to submit written objections to the City. Failure to respond shall constitute subcontractor's consent to the substitution. If written objections are received, the City shall give five (5) working days' notice of a hearing.
 3. No other substitution of subcontractors may be permitted by the contractor, other than for requested change orders in the scope of the work or unless the contractor can show that no bids were received.
 4. It shall be the responsibility of the subcontractor to be prepared to submit performance or payment bonds if requested by the contractor. If the subcontractor does not furnish such requested bonding, the contractor may substitute another subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the contractor's written or published request for subcontract bids.)
 5. If the contractor does not specify a subcontractor, the contractor represents that the contractor shall perform the work.
 6. If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the bid opening. The subcontractor shall have six working days from the bid opening to submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.
 7. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
 8. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled a hearing after notices of intent of assess a penalty.

9. If a hearing is held, the dispute shall be stated in writing and the City shall evaluate the issues of both sides and render a determination within 10 days of the hearing and provide the parties with a written copy of the decision by certified mail. The City may also refer the matter to arbitration.

12. BID FORM:

- A. The Bid Form is included in the bidding documents; additional copies may be obtained from the Engineer.
- B. Bid Forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words as indicated on the form; in case of an error in extensions in the unit price schedule the unit price shown in written words shall govern.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, the partner's title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

13. QUALIFICATION OF BIDDERS: All bidders must have a valid New Mexico Contractor's License appropriate to the work herein specified.

14. SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. **All blanks must be filled in.** Conditional bids will not be considered. The envelope shall be addressed to:

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

15. MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

16. **BID OPENING PROCEDURE:** The person or persons opening the bids will adhere to the following procedure:
- 1) Bid – Name of the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
 - 2) Check for Bid Bond.
 - 3) Non-Collusion Affidavit of Prime Bidder.
 - 4) Bid, acknowledgement of Addenda, if any.
 - 5) Properly executed Bid Form.
 - 6) Certification of EEO-1
 - 7) Certification of Non-segregated Facilities.
 - 8) Subcontractor's Listing (if applicable)
 - 9) Current Certificate of Registration with New Mexico Department of Work Force Solutions

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.

17. **BIDS TO REMAIN OPEN:** All bids shall remain open for sixty (60) days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.

18. **AWARD OF CONTRACT:**

- A. The City reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
- B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation indicates to the City that the award will be in the best interests of the project and the City.
- C. Simultaneously with delivery of the executed counterparts of the Agreement to the City, contractor shall deliver to the City the required Contract Bonds.
- D. If a contract is to be awarded, the City will give the apparent successful bidder a Notice of Award within one hundred and twenty (120) days after the day of the bid opening.
- F. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the City for a lower bid if the lowest bid is within ten percent over budgeted project funds. No change in the original scope of the terms or terms and conditions will be allowed. Terms and conditions refer to the contract requirements, warranties, and bonds. Negotiation may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the Owner.

19. 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 and as amended 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.

20. WAGE RATES:

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, is subject to the minimum wage rate determination issued by the Office of the Labor Commissioner for this project. This project is subject to Determination SF-13-1054 A

The Bidder shall ensure that, in submitting his Bid, the minimum wage rate determination, included herein, has been utilized in preparing his Bid.

It shall be the successful Bidder's responsibility to inform himself/herself thoroughly of all state, federal and local laws and statutes pertaining to the employment of labor, the freedom of organization and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

21. NEW MEXICO LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT CONTRACTOR AND SUBCONTRACTOR REGISTRATION

21.1 Registration with the Labor and Industrial Division of the Labor Department. 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 labor and industrial division of the labor department. 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 subcontractors to ensure the registration is completed prior to the bid opening.

22. REQUIRED SUBMITTALS:

1. Name of Bidder and NM Contractor License Number and types
2. Bid Bond
3. Non-Collusion Affidavit of Prime Bidder

4. Bid, acknowledgement of Addenda, if any
5. Properly executed Bid Form
6. EEO-1
7. Certification of Non-segregated Facilities
8. Subcontractors Listing (as applicable)
9. Current Certificate of Registration with New Mexico Department of Work Force Solutions

If any of the above requirements have not been met, the bid shall be disqualified and shall not be read.

23. **SUBSTITUTIONS:** The bid shall not be qualified by the proposal of substitutions for specified materials or equipment.
24. **PREFERENCES:** In the construction of this project, the City has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact the equal to that specified and will accomplish the purpose intended. The City reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
25. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
26. **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:** See Section 35.5 Contract Bond Requirements for requirements.
27. **ADDENDUM:** Each addendum shall be made a part of the contract documents to the same extent as though contained in the original documents and itemized listing thereof. Each bidder shall acknowledge receipt of each addendum in the space provided on the bid form.
28. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
29. **QUANTITIES:** The quantities set forth in the bid documents are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.
30. **UTILITY INSPECTION:** All work done on the existing City owned utilities shall be inspected by a representative of the City before backfilling.
31. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
32. **PRE-BID CONFERENCE:** A non-mandatory pre-bid conference will be held on Thursday, July 31, 2014 at 2:00pm. at the Wastewater Management Division, 73 Paseo Real, Santa Fe, New Mexico, on the date stated in the Advertisement for Bids.

33. **PROTEST PROCEDURE:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Director. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Purchasing Office upon request.

34. **CONSIDERATION OF BIDS**

34.1 **RECEIPT, OPENING AND RECORDING**

34.1.1 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.

34.2 **BID EVALUATION AND AWARD**

34.2.1 It is the intent of the City to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. 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 responsible Bidder.

34.2.2 If the Base Bid is within the amount of funds available to finance the construction contract, contract award will be made to the responsible Bidder submitting the low Base Bid.

34.2.3 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.

34.3 **COMPETITIVE SEALED BIDS**

34.3.1 Contracts solicited by competitive sealed bids shall require that the bid amount exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes, but that the City 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 Tax shall be computed and shown as a separate amount on the Bid and on each request for payment made under the contract.

34.4 **NOTICE OF AWARD**

A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the Governing Authority, as defined in the Contract Documents, with reasonable promptness.

34.5 IDENTICAL BIDS

34.5.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the City may:

- (A) Award pursuant to the identical low bids provisions of the City Purchasing Manual;
- (B) Award to a resident or local business if the identical low Bids are submitted by a resident or local business and a nonresident business;
- (C) Award to a resident or local; manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident manufacturer;
- (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.

34.6 CANCELLATION OF AWARD

34.6.1 When in the best interest of the public, the City may cancel the award of any contract at any time before the execution of said contractor by all parties without any liability against the City.

35. POST-BID INFORMATION

35.1 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 City.

35.2 NOTICE TO PROCEED/CONTRACT TIME

The City will issue a written Notice to Proceed to the Contractor stipulating the date from which 120 (one hundred twenty) day Contract time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

35.3 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.

35.4 CONTRACTOR'S QUALIFICATION STATEMENT

Bidder to whom award of a Contract is under consideration shall submit, upon request, 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 Bidding Documents and form of Statement of Bidder's Qualifications.

35.5 CONTRACT BONDS REQUIREMENTS

35.5.1 The Successful Bidder, where the Contract Price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond each of the total contract price as security for faithful performance of the contract and payment for all labor and material.. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable confirming 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.

35.6 INSURANCE REQUIREMENTS

35.6.1 See General Conditions of the Contract, Article 11 Insurance.

36. MINIMUM WAGE RATES

36.1 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, is subject to the minimum wage rate determination issued by the State of New Mexico of Workforce Solutions, Public Works Bureau. Federal Funded Contracts in excess of \$2,000.00 are subject to Federal Labor Standards Requirements of Davis Bacon Act.

36.2 The bidder shall ensure that, in submitting the Bid, the minimum wage rate determination, included herein, has been utilized in preparing the Bid.

36.3 Contractor must comply with the City of Santa Fe Living (minimum) Wage Ordinance.

BID FORM
CITY OF SANTA FE, NEW MEXICO
CONTRACTING AGENCY AND OWNER

FROM: _____

hereinafter called the "Bidder"

Invitation No: '15/01/B

Project: FY 14/15 Wastewater Management
Division Rufina Street Sanitary Sewer Line
Rehabilitation Project

Project No: CIP # 949

TO:

CITY OF SANTA FE
PURCHASING DIRECTOR
2651 SIRINGO ROAD
BUILDING H
SANTA FE, NEW MEXICO 87505

FOR: FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation
Project, CIP #949

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 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 of 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 Addenda.
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has correlated the results of all observations, examinations, investigations, explorations, reports, and studies with the terms and conditions of the Bidding Documents.
 - D. The Bidder has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to the Bidder.
 - E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not 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 base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.
 - G. The undersigned Bidder agrees to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe and any other specifically named parties from any damage or loss of which the City of Santa Fe may become liable by the default of said Bidder, or by reason of any neglect or carelessness on the part of said Bidders, his/her agents or employees, or by or on account of any act or omission of said Bidder, his/her servants, agents or employees, in performance of this contract.
4. The Bidder acknowledges receipt of all Addenda pertaining to the project below:

ADDENDUM NO.	DATE	ACKNOWLEDGED BY BIDDER OR AUTHORIZED REP.	DATE ACKNOWLEDGED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. The undersigned Bidder proposes to guarantee all work performed under these Plans Specifications and Contract Documents for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.
6. The undersigned tenders herewith, as a proposal guaranty, for which receipt has been given, in the form of either (check one) a _____ Certified check, or a _____ Bid Bond, in the amount of _____ dollars (\$ _____), representing five (5) percent of the amount bid, drawn to the City of Santa Fe.
7. The Bidder will complete the work described in the specifications and shown on the plans for the following base bid price(s):
(All prices listed below are for a complete project and include all mobilization, demobilization, labor, materials, equipment, bonding, insurance, etc.)

FOR BID ITEMS 1 THROUGH 26 USE NUMBERS ONLY FOR THE AMOUNTS ENTERED INTO THE UNIT PRICE AND TOTAL AMOUNT COLUMNS

UNIT BID FORM
CITY OF SANTA FE–FY 14/15 WASTEWATER MANAGEMENT DIVISION
RUFINA STREET SANITARY SEWER LINE REHABILITATION PROJECT C.I.P. #949
BID 15/01/B
EXHIBIT I

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
-------------	------------------	------	-----	------------	--------------

1.	SUPPLY AND INSTALL CURED-IN-PLACE PIPE TO REHABILITATE SEWER MAINS 30 INCHES IN DIAMETER INCLUDING BY-PASS PUMPING, CLEANING AND TV	L.F.	35	_____ per linear _____ foot	_____ for this bid item
2.	SUPPLY AND INSTALL CURED-IN-PLACE PIPE TO REHABILITATE SEWER MAINS 24 INCHES IN DIAMETER INCLUDING BY-PASS PUMPING, CLEANING AND TV	L.F.	6300	_____ per linear _____ foot	_____ for this bid item
3.	SUPPLY AND INSTALL CURED-IN-PLACE PIPE TO REHABILITATE SEWER MAINS 18 INCHES IN DIAMETER INCLUDING BY-PASS PUMPING, CLEANING AND TV	L.F.	14,500	_____ per linear foot	_____ for this bid item
4.	4 TO 6 INCHES DIAMETER SEWER SERVICE CUT OUT	EA.	15	_____ Each	_____ for this bid item
5.	INVESTIGATE AND VERIFY IF EXISTING SEWER SERVICE IS ACTIVE, DYE TEST, COMPLETE.	EA.	2	_____ Each	_____ for this bid item

UNIT BID FORM
CITY OF SANTA FE–FY 14/15 WASTEWATER MANAGEMENT DIVISION
RUFINA STREET SANITARY SEWER LINE REHABILITATION PROJECT C.I.P. #949
BID 15/01/B
EXHIBIT I

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
-------------	------------------	------	-----	------------	--------------

6.	SEWER MAINLINE POINT REPAIR, 18" TO 24" DIAMETER, 0' TO 6' DEEP	EA.	2	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">Each</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">for this bid item</p>
7.	SEWER MAINLINE POINT REPAIR, 18" TO 24" DIAMETER, 6' TO 10' DEEP	EA.	2	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">Each</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">for this bid item</p>
8.	SEWER SERVICE RECONNECTION INCLUDING 5 FEET OF PIPE, 0' TO 6' DEEP	EA.	2	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">Each</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">for this bid item</p>
9.	SEWER SERVICE RECONNECTION INCLUDING 5 FEET OF PIPE, 6' TO 10' DEEP	EA.	2	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">Each</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">for this bid item</p>
10.	SEWER SERVICE LINE REPLACEMENT, 0' TO 6' DEEP	L.F.	50	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">per linear foot</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">for this bid item</p>
11.	SEWER SERVICE LINE REPLACEMENT, 6' TO 10' DEEP	L.F.	50	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">per linear foot</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p style="text-align: center;">for this bid item</p>

UNIT BID FORM
CITY OF SANTA FE–FY 14/15 WASTEWATER MANAGEMENT DIVISION
RUFINA STREET SANITARY SEWER LINE REHABILITATION PROJECT C.I.P. #949
BID 15/01/B
EXHIBIT I

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12.	MANHOLE FRAME & COVER ADJUST TO GRADE INCLUDING NEW CONCRETE COLLAR	EA.	5	_____ _____ _____ _____ _____	_____ _____ _____ _____
				Each	for this bid item
13.	LEAN FILL, COMPLETE IN PLACE	C.Y.	20	_____ _____ _____	_____ _____ _____
				per cubic yard	for this bid item
14.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-AA5 TO SIL543 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 1, (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____	_____ _____ _____ _____
				_____ per lump sum	for this bid item
15.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-SIL543 TO AA57 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 2, (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____	_____ _____ _____ _____
				_____ per lump sum	_ for this bid item
16.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-AA57 TO AA70 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 3, (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____	_____ _____ _____ _____
				_____ per lump sum	_ for this bid item

UNIT BID FORM
CITY OF SANTA FE-FY 14/15 WASTEWATER MANAGEMENT DIVISION
RUFINA STREET SANITARY SEWER LINE REHABILITATION PROJECT C.I.P. #949
BID 15/01/B
EXHIBIT I

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
17.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-AA70 TO AA107 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 4, (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____ _____ _____ per lump sum	_____ _____ _____ _____ _____ _____ for this bid item
18.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-AA107 TO AA28 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 5, (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____ per lump sum	_____ _____ _____ _____ for this bid item
19.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING MH-AA28 TO AA114 PORTION OF RUFINA LINE- TRAFFIC CONTROL, - ZONE 6 (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____ per lump sum	_____ _____ _____ _____ for this bid item
20.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING MH-AA114 TO AA93 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 7, (SEE MAP), COMPLETE	L.S.	1	_____ _____ _____ _____ per lump sum	_____ _____ _____ _____ for this bid item
21.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-AA93 TO AA9 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 8, (SEE MAP),COMPLETE	L.S.	1	_____ _____ _____ _____ per lump sum	_____ _____ _____ _____ for this bid item

UNIT BID FORM
CITY OF SANTA FE–FY 14/15 WASTEWATER MANAGEMENT DIVISION
RUFINA STREET SANITARY SEWER LINE REHABILITATION PROJECT C.I.P. #949
BID 15/01/B
EXHIBIT I

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
22.	CONSTRUCTION TRAFFIC CONTROL & BARRICADING, MH-AA9 TO AA22 PORTION OF RUFINA LINE- TRAFFIC CONTROL ZONE 9, (SEE MAP),COMPLETE	L.S.	1	_____ _____ _____ _____ _____ _____ per lump sum	_____ _____ _____ _____ _____ _____ for this bid item
23.	REMOVAL, DISPOSAL AND REPLACEMENT OF EXISTING SIDEWALK (4 INCH THICK)	S.Y.	50	_____ _____ _____ _____ _____ per square yard	_____ _____ _____ _____ _____ for this bid item
24.	REMOVAL, DISPOSAL AND REPLACEMENT OF EXISTING CURB AND GUTTER	L.F.	50	_____ _____ _____ _____ _____ per linear foot	_____ _____ _____ _____ _____ for this bid item
25.	REMOVAL, DISPOSAL AND REPLACEMENT OF EXISTING ASPHALT WITH 4" ASPHALT AND 6" BASECOURSE	S.Y.	50	_____ _____ _____ _____ _____ per square yard	_____ _____ _____ _____ _____ for this bid item
26.	MATERIAL TESTING ALLOWANCE	L.S.	1	\$16,000.00 SIXTEEN THOUSAND	\$16,000.00 SIXTEEN THOUSAND
27.	UTILITY ACCESS AND REPAIR/RELOCATION ALLOWANCE	L.S.	1	\$65,000.00 SIXTY FIVE THOUSAND	\$65,000.00 SIXTY FIVE THOUSAND

UNIT BID FORM
CITY OF SANTA FE—FY 14/15 WASTEWATER MANAGEMENT DIVISION
RUFINA STREET SANITARY SEWER LINE REHABILITATION PROJECT C.I.P. #949
BID 15/01/B
EXHIBIT I

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
28.	ROW EXCAVATION AND RESTORATION ALLOWANCE	L.S.	1	\$1000.00 ONE THOUSAND	\$1000.00 ONE THOUSAND
29.	NEW PAVEMENT PENALTY ALLOWANCE	L.S.	1	\$5000.00 FIVE THOUSAND	\$5000.00 FIVE THOUSAND
30.	SEWER SERVICE PERMIT & INSPECTION FEE ALLOWANCE	L.S.	1	\$2000.00 TWO THOUSAND	\$2000.00 TWO THOUSAND
31.	TRAFFIC CONTROL PERMIT ALLOWANCE	L.S.	1	\$5000.00 FIVE THOUSAND	\$5000.00 FIVE THOUSAND

(Total for Lump Sum Allowance Items 26 through 31 is \$94,000)

Base Bid Items 1 thru 31 including Allowances

_____ (\$ _____)
 (use words) (number)

New Mexico Gross Receipts Tax
 (8.1875%) _____ (\$ _____)
 (use words) (number)

TOTAL BASE BID ITEMS 1 thru 31 INCLUDING ALLOWANCES AND NMGR

_____ (\$ _____)
 (use words) (number)

NOTE: BID COMPARISONS WILL BE BASED UPON THE BASE

BID ITEMS 1-31 INCLUDING ALLOWANCES

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

8. The Bidder agrees that:
- A. The work to be performed under the Contract shall be commenced not later than thirty (30) consecutive calendar days after the date of written Notice to Proceed, and that substantial completion shall be, achieved not later than 120 calendar days after the date of written “Notice to Proceed”, except as hereafter extended by valid written “Change Order” by the Owner.
 - B. Should the Contractor neglect, refuse, or otherwise fail to substantially 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 shown in the table contained in The General Conditions of the Contract, Article 17, per consecutive calendar days, 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.
9. The following documents are attached to and made a condition of this Bid:
- A. Bid Security
 - B. Subcontractors Listing (if applicable)
 - C. Non-Collusion Affidavit of Prime Bidder
 - D. Certificate of Bidder Regarding Equal Employment Opportunity
 - E. Certificate of Non-Segregated Facilities
 - F. Statement of Bidders Qualifications (To be submitted by the Bidder only upon the specific request of the Owner)

G. Current Certificate of Registration with New Mexico Department of Work Force Solutions

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

REPECTFULLY SUBMITTED:

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:

(SEAL)

Telephone:

D. A JOINT VENTURE

By:

(Name)

Address:

By:

(Name)

(SEAL)

Address:

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

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

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

Labor and Industrial Division Enforcement Fund Contractor Registration Number:

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

TWO COMPLETE COPIES OF THE BID
SUBMITTAL ARE REQUIRED

**SUPPLEMENT TO
BID FORMS**

THIS PAGE LEFT INTENTIONALLY BLANK

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE
_____ hereinafter called the PRINCIPAL, as Principal, and the
_____, of _____ a Corporation
duly organized under the laws of the State of _____, and authorized to do
business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and
firmly bound unto the City of Santa Fe, a Municipal Corporation, 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 the accompanying bid, dated _____,
2014, (Bid No.15/01/B') for the FY 14/15 Wastewater Management Division Rufina Street
Sanitary Sewer Line Rehabilitation Project, C.I.P. #949, Bid 15/01/B for the City of Santa Fe.

B. 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.

C. SIGNED AND SEALED THIS _____ DAY OF _____, a.d. 2014.

BIDDER

(SEAL)

By: _____
PRINCIPAL

WITNESS

SURETY

By: _____

Title: _____

**THIS FORM MUST BE
USED BY SURETY**

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF _____

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, a Municipal Corporation in connection with the construction of the

FY 14/15 WASTEWATER MANAGEMENT DIVISION RUFINA STREET SANITARY SEWER
LINE REHABILITATION PROJECT CIP # 949 Bid 15/01/B

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: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) He/She is the _____ of _____ the Bidder that has submitted the attached Bid Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid Proposal 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 any other 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, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency 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 affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2014.

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from the City of Santa Fe.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) He/She is the _____ of _____, hereinafter referred to as the "Subcontractor".

(2) He/She is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

(4) Neither the Subcontractor 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 any other 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, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's proposal 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 affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2014.

NOTARY PUBLIC

My Commission Expires:

- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(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/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating 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/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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 prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it 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 OF 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

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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 or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it 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 OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

1. Subcontractor 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

**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 offeror 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
BID NUMBER: '15/01/B

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

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

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

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 _____, 2014.

NOTARY PUBLIC

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS

(To be submitted by the Bidder only upon the specific request of the Owner.)

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 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. Experience in construction work similar in importance to this project:

13. Background and experience of the principal members of your organization, including the officers:

14. Credit Available: _____
15. Give bank reference: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder Qualifications

Dated at _____
this _____ day of _____, 20____.

_____ Bidder

By: _____

Title: _____

STATE OF NEW MEXICO

COUNTY OF _____

_____, being duly sworn, deposes and says that he is
_____ of

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public

My Commission expires: _____

CONTRACTUAL DOCUMENTS

FOR RFB PURPOSES ONLY
CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 949
FY 14/15 WASTEWATER MANAGEMENT DIVISION RUFINA STREET SANITARY SEWER LINE
REHABILITATION PROJECT - BID NUMBER '15/01/B.

This Agreement is entered into this ____ day of _____, 2014, by and between the CITY OF SANTA FE, herein known as the Owner, and (_____), herein known as the Contractor.

For the following:

PROJECT:	FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation Project
PROJECT NO.:	C.I.P. Project # 949
ENGINEER OF RECORD:	T. Stanley Holland III Wastewater Division, City of Santa Fe

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2014.

The OWNER and the CONTRACTOR agree:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project # 949 – FY 14/15 Wastewater Management Division Rufina Street Sewer Line Rehabilitation Project, Bid Number '15/01/B.

The work designated as The work under this contract is located in the City of Santa Fe at various sites throughout the City. The work consists of furnishing all mobilization, equipment, labor and materials for the rehabilitation of existing sanitary sewer lines through cured-in-place pipe (CIPP) methods or pipe bursting methods as specified in the sewer line location plans and specifications and other incidental work and traffic control as required in the City of Santa Fe, New Mexico in accordance with the drawings, specifications, and other Contract Documents.

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

Contractor shall be responsible for all soils testing and any other testing required for the project.

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

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced not later than thirty (30) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later

than 120 (one hundred twenty) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of (_____ dollars) (\$ _____).

The Contract Sum is determined as follows:

Base Bid & Allowances	\$ _____
Gross Receipts Tax (0.081875%)	\$ _____
Subtotal	\$ _____
TOTAL CONTRACT AMOUNT	\$ _____

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

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

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial Completion by the contract date set forth in Article 3 herein or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of _____ dollars (\$ _____) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

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

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit two (2) copies of a progress schedule covering project operations for the 120 calendar day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

- 9.1 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.
- 9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

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

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1 through 57-28-11 NMSA 1978.

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

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

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

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER City of Santa Fe, Public Utilities Department
Wastewater Management Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR _____
(Contractor's address)
_____, (State) (zip code)

New Mexico License # _____

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

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

9.17 This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

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

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

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless

embodied in this written Agreement.

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

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

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

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

9.26 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 Owner 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.

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

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item _____

CONTRACTOR:
(name of contractor company)

By: _____
(name of signer), (title of signer)

Date: _____

NM Taxation & Revenue CRS No. _____
City of Santa Fe Business Reg. No. _____

**BONDS,
CERTIFICATES,
AND NOTICES**

Performance Bond

THIS FORM
MUST BE USED
BY SURETY

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): _____

CONSTRUCTION CONTRACT

Date: _____

Amount: _____ Dollars (\$) _____)

Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: _____ Dollars (\$) _____)

Modifications to this Bond: None See Last Page This Document

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal) Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER: _____

OWNER'S REPRESENTATIVE: _____

Performance Bond

-
- 1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1
- 3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 3.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- 3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4** When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared-for-execution-by-the-Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- 4.4.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
- 4.4.2** Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be

deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within six years after Contractor Default or within six years after the Contractor ceased working or within six years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor

of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Payment Bond

THIS FORM
MUST BE USED
BY SURETY

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): _____

CONSTRUCTION CONTRACT

Date: _____

Amount: _____ Dollars (\$) _____)

Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: _____ Dollars (\$) _____)

Modifications to this Bond: None See Last Page This Document

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Payment Bond

THIS FORM
MUST BE USED
BY SURETY

-
- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
- 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or furnished materials or equipment included in the claim stating with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
- 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and
- 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating

the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of six years from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date of received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

WAGE RATES AND LABOR ENFORCEMENT FUND REGISTRATION

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-14-0973 A**

A copy of this decision is bound in these documents immediately following this page. All Contractors and subcontractors shall submit one (1) certified copy of the project weekly payroll, as required, to the City of Santa Fe Wastewater Division, 73 Paseo Real, Santa Fe, NM 87507, C/O Stan Holland, 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.

The General Contractor must have copies of all certified payrolls available to the Department of Workforce Solutions, Public Works Bureau, within ten (10) days of a written request.

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.

**SPECIAL PROVISION FOR APPRENTICES
(Program of Department of Labor)**

Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 766-2398. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he is working is applicable.

NEW MEXICO STATE WAGE RATE DECISION

SF-14-0973 A

(FOLLOWING THIS PAGE)

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.

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

FY14-15 Wastewater Div Rufina Street Sewer Rehab CIP949: WAGE DECISION #: SF-14-0973 A

To rehabilitate existing sewer lines through the cured in place pipe process

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2014

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

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

**CITY OF SANTA FE MINIMUM WAGE RATE ORDINANCE
(FOLLOWING THIS PAGE)**

Living Wage Ordinance

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

City of Santa Fe

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 \$10.51 effective March 1, 2013.

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 955-6949 Email:
constituentservices@santafenm.gov***

GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

SPECIAL CONDITIONS

**CITY OF SANTA FE WASTEWATER DIVISION GENERAL
CONSTRUCTION CONDITIONS**

SPECIAL PROVISIONS

&

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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.	ENGINEER: OWNER	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
		17.	LIQUIDATED DAMAGES

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 Engineer pursuant to Subparagraph 2.2.6, or (4) a written order for a minor change in the work issued by the Engineer pursuant to Paragraph 12.4. 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 Engineer and the Contractor, but the Engineer 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 Engineer and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

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

1.1.4 THE PROJECT

The Project is the total design and renovation 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 three (3) 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 Engineer

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.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All designs, drawings, specifications, notes, and other work developed in the performance of this Contract shall be and remains the sole property of the Owner and may be used on any other work without additional compensation to the Engineer. With respect thereto, the Engineer agrees not to assert any rights and not to establish any claims under the design patent or copyright laws.

ARTICLE 2

ENGINEER

2.1 DEFINITION

2.1.1 The Engineer is the person lawfully license 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 – WASTEWATER MANAGEMENT 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 4.11.1). 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 7.7.2 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 12.4.1.

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 had made financial arrangements to fulfill his obligations under the Contract. Unless such a 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, legal limitation and utility locations for the site for the Project, and a legal description of the site .

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 reasonable necessary for the execution of the work.

3.2.6 The Owner shall forward all instructions to the Contractor through the Engineer.

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 Engineer'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 Engineer. 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 Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Engineer 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.

3.3.3 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 Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.8 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 Engineer 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, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, 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 one (1) year from the date of completion as evidenced by the date of the Engineer's Final Certificate of Payment of this Contract. This also includes all labor required for replacing materials or equipment found to be defective with the one (1) 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 Engineer and are hereby warranted by the Contractor as much as if countersigned by him.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer gross receipts tax, use and other similar taxes for the work or portions thereof provided by the Contractor which are legally enacted at the time Bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

- 4.7.1 Unless otherwise provided in the Contract Documents, 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 Engineer 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 Engineer, 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

4.10.1 The Contractor shall, within five (5) days after the effective date of Notice to Proceed, furnish three (3) copies of a preliminary progress schedule covering his operations for the first thirty (30) days. 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 first thirty (30) days.

4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the Engineer, within five (5) days after the effective date of Notice to Proceed, two (2) copies of a critical-path-type analysis. The critical-path-type analysis shall include as a minimum; a graphic network diagram; a computer printout or list of activities; and a brief written explanation of the proposed schedule.

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, the associated float time and the quantity and kinds of major equipment to be used 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 Engineer to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the Engineer, 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 Engineer.

4.10.8 The Contractor shall submit to the Engineer monthly progress status reports on dates directed by the Engineer. 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 Contract 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 Engineer 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 Engineer 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 of any separate Contractor, all Shop Drawings, Product Data and Sample 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 Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer 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 Engineer'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 Engineer 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 Engineer 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 or patching 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 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 provide 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 from 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 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 directly to the Owner.

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 Engineer.

4.18 INDEMNIFICATION

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer 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 on 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 negligent shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify 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 Engineer 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 Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5

SUBCONTRACTOR

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 of the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Engineer 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 Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or the Engineer 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 Engineer 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 Engineer. Said agreement shall preserve and protect the rights of the Owner and the Engineer 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 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.

6.2 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 Engineer 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 cause by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner'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 therefor as the Engineer 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 part 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 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.

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 Engineer, 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 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 Engineer timely notice of its readiness so the Engineer 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 Engineer, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the Engineer in duplicate on acceptable forms.
- 7.6.2 If the Engineer 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 Engineer'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 Document.

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 Engineer 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 Engineer 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 Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- 8.3.2 Any claim for extension of time shall be made in writing to the Engineer not more than ten 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 as provided in Subparagraph 2.28 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 Engineer a schedule of values allocated to the various portion of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least seven days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may require a reflecting retainage, if any, as provided elsewhere in the Contract Documents. On the Engineer'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 Engineer 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 Engineer will, within seven days after the receipt of the Contract's Application for Payment, either issue a Certificate for Payment to the Owner with a copy to the Contractor for such amount as the Engineer 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 Engineer to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 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 Engineer 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 Engineer 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 Engineer 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 Engineer on account of work done by such Subcontractor.

9.5.4 Neither the Owner nor the Engineer 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 Engineer 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 Engineer 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 Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Engineer 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 or 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 removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Engineer 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 Engineer, then the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, 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 Engineer 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 Engineer, 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, maintenance within which the Contractor shall complete the items listed therein. Warranties required by the Contract Document 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 Engineer, 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 Engineer 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 Engineer'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 Engineer (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 Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer 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 7.5, 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 Engineer 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 of 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 of 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 Engineer 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 Engineer.

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 maintain in effect, and shall require all Subcontractors and others performing any portion of this Contract to maintain in effect, insurance of the types and respective minimum limits set for in Article 11. Such insurance shall cover all operations under this Contract. Maintenance of such insurance in at least the specified minimum amounts shall not relieve the Contractor or liability for loss in excess of the limits of liability specified herein or otherwise not covered by the coverage's required herein. The Contractor shall bear the cost of such insurance and include its costs in the Bid. The following limits of insurance shall be maintained, unless otherwise listed in the Certificate of Insurance:

A.1 Contractor's Required Insurance

A.1.1 General Requirements: Contractor shall not commence nor continue to perform any of the Work unless he, at his own expense, has in full force and effect all Required Insurance as set out in this Appendix A. The Contractor shall not permit any Subcontractor to perform work on the Project unless the Workers' Compensation/Employer's Liability Insurance and Liability Insurance requirements have been complied with by such Subcontractor as provided herein. The types of insurance the Contractor (and Subcontractors) shall obtain and maintain are set forth herein. All insurance policies carried by the Contractor or its Subcontractors pursuant to this Appendix A shall be **primary** and **non-contributory** as to any insurance carried by the City of Santa Fe.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through any warranty period.

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most

current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

Unless otherwise provided herein, the Contractor shall be responsible (without any reimbursement from the City) for payment of the amount of any deductible under any of the insurance policies.

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

In addition to the Certificates of Insurance, Contractor will deliver to the City Representative with the signed Contract Declaration pages for each of the insurance coverages. Certified copies of the (1) Project Specific Builder's Risk Insurance Policy; and (2) the Workers' Compensation and Employer's Liability Insurance Policies (and all endorsements pertaining to such coverages) shall be delivered to the City Representative not later than 7 days after Notice of Award of the Contract by the City (and in any event prior to the commencement of any work at the Project Site).

Due to proprietary and competitive concerns, as to the Commercial General Liability Policy (CGL); the Automobile Liability Policy (Auto); the City and Contractor have agreed to the following procedures:

- (1) In the event any claim (or notice of claim) is submitted under any such policies, and the insurance carrier denies coverage, or fails to adjust and resolve such claims in a timely manner, or fails to procure and pay for the defense of such claim, or provides a defense under a reservation of right, then certified copies of the policies (and all endorsements thereto) shall promptly be provided to the City of Santa Fe.

The Liability (and Employer's Liability) insurance herein may be satisfied by excess coverage policies that comply with the Required Insurance under this Appendix A. Exhibit A is the coverage Contractor has agreed to provide to meet the Required Insurance.

If the City is damaged by Contractor's failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the City for all costs, expenses, and damages resulting therefrom. All insurance policies to be furnished by Contractor under this Agreement shall be subject to approval by the City. All insurance policies shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the City and any Additional or Named Insured from claims by third parties, including employees of the Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Contract.

A.1.2 Workers' Compensation and Employer's Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et. seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain through Final Completion of the Contract and any warranty period Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Applicable Law in the amounts required by Applicable Law or as set out herein. Such insurance shall include coverage permitted under Applicable Law for safety devices. Contractor shall also provide Employer's Liability coverage of \$1,050,000 (including excess coverage) each person, such combined insurance is to cover claims for damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of the Contractor while engaged in the performance of any portion of the Work or services or labor under the Contract.

A.1.3 Liability Insurance: The Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein through Final Completion and any warranty period as will protect the Contractor and the Additional Insured from claims which may arise out of or result from Contractor's activities, operations, omissions, and actions concerning the Project, the Work, or the Contract (including activities, operations, omissions, or actions by any Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractors, or by anyone for whose acts any of them may be liable). The Contractor shall procure, pay for, and maintain, from the execution of the Contract through Final Completion (and through any warranty period), Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

\$ 4,000,000 General Aggregate
\$ 1,050,000 Personal Injury
\$ 1,050,000 Each Occurrence

The CGL policy of Contractor shall be a broad form of coverage and must include liability coverage in the amount of \$1,050,000 per occurrence for the following:

Bodily Injury and Property Damage;
Premises/Operations;
Independent Contractors Protective;
Contractual Liability covering the Contract;
Broad Form Property Damage including Completed Operations;
Personal Injury/Advertising Injury with Employment Exclusion deleted;
Explosion, Collapse, and Underground (XCU)

The Commercial General Liability Insurance shall include an endorsement stating that the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents are named additional insureds (Additional Insureds) under the policy. Such policy shall also contain an appropriate crossclaim provision and severability of interest provision so that appropriate claims asserted by the City against the Contractor may still be covered. The Contractor's Commercial General Liability Insurance (and Automobile Liability Insurance) shall be deemed the primary insurance coverage for all covered losses.

The Contractor shall procure and maintain, from the execution of this Agreement through Final Completion and any warranty period, Automobile Liability Insurance. The limits shall be: \$1,050,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor or any of its Subcontractors in performance of the Work.

A.1.4 Builder's Risk Insurance: **BUILDER'S RISK IS NOT REQUIRED FOR BID 15/01/B.** At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named Insured. The City of Santa Fe shall be named as Additional Insured under the policy. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for business interruption, equipment and machinery, delay in opening, and testing shall be included.

Contractor shall also carry equipment coverage insurance on an "all risk" basis covering equipment owned, leased, or used by Contractor.

With respect to correcting defective workmanship, the coverage shall include the cost of repairing damage caused thereby.

The Builder's Risk policy shall provide coverage for "soft costs" incurred by the City for any covered loss (up to an aggregate limit of \$250,000.00).

A.1.5 Contractor's Liability Not Limited by Insurance: Nothing contained in this Appendix A is to be construed as a limitation of the liability of Contractor or Contractor's surety under the Contract.

A.1.6 All insurance policies carried by the Contractor (and its Subcontractors) shall include a waiver of subrogation in favor of the Additional Insureds under either the CGL or the Builder's Risk sections of this Appendix A.

A.1.7 Forms of Policies. The Commercial General Liability Policy shall be substantially equivalent to most current version of ISO CG 0001. The Automobile Liability Policy shall be substantially equivalent to most current ISO CA-00-01.

A.1.8 Exhibit A.

Minimum Insurance Coverage

The Contractor shall obtain, pay for and maintain the insurance coverage listed below in connection with the Work:

Commercial General Liability –	<u>Combined Single Limit</u>
General Annual Aggregate Limit	\$4,000,000
Personal Injury Limit	\$1,050,000
Each Occurrence Limit	\$1,050,000
Workers’ Compensation	
Coverage A	Statutory limits
Employers Liability:	
Bodily Injury by accident	\$1,050,000 each accident
Bodily Injury by disease	\$1,050,000 each employee
Bodily Injury by disease	\$1,050,000 policy limit
Automobile Liability	
Limit for Each Accident	\$1,050,000
Coverage to include all owned, non-owned, and hired vehicles	
Project-Specific Builder’s Risk Coverage – “All Risk”/Special Form Cash Value of Project	Amount Equal to Actual

11.1.2 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 builder’s risk property insurance or self insurance, or a combination of insurance and self insurance, upon the work at the site for at least the actual cash value thereof. The builder’s risk 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, and malicious mischief. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured or self 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 required 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 Engineer, 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 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 Contractor 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 12.1.1., 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 Engineer 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 Engineer 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 Engineer'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 Engineer. 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 seven (7) 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 Engineer written notice thereof within seven (7) 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 Engineer. 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 pursuant to Subparagraph 2.2.8, (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 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claims provided in Subparagraph 12.3.1.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Engineer 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 Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, 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 Engineer has not specifically requested to observe prior to begin covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found 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 be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which even 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 Engineer 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 Engineer's additional services made necessary thereby.
- 13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year 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 Engineer, 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 Engineer'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.

13.3 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 because the Engineer 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 Engineer, 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 of 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 Engineer 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 Engineer'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 Engineer upon application, in the manner provided in paragraph 9.4 and this obligation or to the Owner, as the case may be, shall be certified by the Engineer 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 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 Contract, 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 Contractor warrants and agrees that he and all Subcontractors and Sub-subcontractors shall comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. The Contractor and his Subcontractors shall deliver by mail copies of certified weekly payrolls in accordance with the regulation under "MINIMUM WAGE RATES" to the office of:

(Only Upon Request)

New Mexico State Labor Commission
1956 Pacheco Street
Santa Fe, New Mexico 87501

and the:

Wastewater Division
Attn: Stan Holland, P.E.
73 Paseo Real
Santa Fe, New Mexico 87507

- 16.2 The Contractor warrants and agrees that he and all Subcontractors and Sub-subcontractors shall comply with all applicable provisions of City of Santa Fe Ordinance 2003-8 'Living Wage'.

ARTICLE 17

LIQUIDATED DAMAGES

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and it is important that the Work be vigorously pursued to completion. The cost to the City of the administration of the contract, including engineering, inspection and supervision, will be increased as the time occupied in completing the work is increased. The operation of City facilities is subject to detriment and inconvenience when full use cannot be made of an incomplete project.

The Contractor will proceed with the Work at such rate of progress to insure full completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work described herein is a reasonable time, and that in submitting a bid on the Project and executing the Construction Contract the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

Should the Contractor fail to complete the Work within the Contract Time, or such extension of contract time as has been granted by the City, then the Contractor agrees to the following schedule of liquidated damages representing inconvenience and monetary damage to the City and the operation of its facilities:

Original Contract Amount

From More Than	To And Including	Charge Per Calendar Day	Charge Per Work Day
\$ 0	\$ 100,000	\$ 250	\$ 350
\$ 100,000	\$ 500,000	\$ 600	\$ 600
\$ 500,000	\$ 1,000,000	\$ 800	\$ 1,100
\$ 1,000,000	\$ 2,000,000	\$ 1,150	\$ 1,600
\$ 2,000,000	\$ 4,000,000	\$ 1,350	\$ 1,900
\$ 4,000,000	\$ 8,000,000	\$ 1,725	\$ 2,450
\$ 8,000,000	\$ <i>no limit</i>	\$ 1,925	\$ 2,750

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may, in its sole discretion, determine that such event has delayed the critical path of the Work or overall completion of the Work after considering the advice of the Project Manager, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Project Engineer as per Section 8.3 Delays and Extension of Time and City, not more than 10 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work.

**SUPPLEMENTARY CONDITIONS
FOLLOWING THIS PAGE**

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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 DOCUMENT: 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 Board 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.
- 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 City Purchasing Manual, shall not be permitted to do business with the State 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

- 5.1 Any Contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Agent and the Owner as provided by City Purchasing Manual. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, less than within fifteen (15) calendar days after the facts or occurrences giving rise thereto.
- 5.2 In the event of a timely protest under Section, 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:
 - 5.5.1 State the reasons for the action taken; and,
 - 5.5.2 Inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183, NMSA 1978.
- 5.6 A copy of the determination issued as provided by 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 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 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 The Minimum Wage Rate Determinations for this Project are shown in this section. This project is subject to New Mexico State Wage Rate Decision No. SF-14-0973 -A

11.2 This project is subject to the City of Santa Fe Ordinance 2003-8.

12.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED

12.1 N/A

13.0 STATE OF NEW MEXICO STATE INDUSTRIES DIVISION

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 General Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.
- 14.2 The Contractor shall adhere to any applicable City of Santa Fe ordinances, resolutions, guidelines, and other requirements to complete the work.

**SPECIAL CONDITIONS
FOLLOWING THIS PAGE**

SPECIAL CONDITIONS

1. AMERICANS WITH DISABILITIES ACT COMPLIANCE:

The Contractor will comply with all relevant provisions of the Americans with Disabilities Act, as well as with the New Mexico Human Rights Act, and all other applicable local, state and federal laws governing the rights of the disabled.

2. WAGE RATE DETERMINATION:

Issuance of the following wage rate determination is done pursuant to Section 13-4-11 N.M.S.A. 1978, as amended, or such successor statute and with duly adopted rules and regulations properly registered with the Supreme Court, as required by law, and other statutes pertaining to public works in New Mexico.

Each certified payroll shall have the correct Wage Rate Decision Number printed clearly on the first page. The Contractor and all Subcontractors shall also submit certified payrolls. Prior to the issuance of a Certificate of Payment, the Contractor shall determine that a certified payroll has been submitted to the State Labor Commission as provided for by State law and that all other provisions applicable to and relating to the payment of wages to artisans, draftsmen, and laborers has been abided by and that said payments have been made in accordance with established scales as furnished by the State Labor Commission for this particular contract. In addition, the Contractor will not be allowed to split an individual worker(s) time/wages between crafts/laborer classifications.

3. SCHEDULE OF VALUES

Before the Application for Payment, the Contractor shall submit to the Engineer 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 Engineer may require. This schedule of values, once mutually agreed upon between the Engineer and the Contractor shall become the basis for the Contractor's Applications for Progress Payments.

4. APPLICATION FOR PROGRESS PAYMENT:

Contractor shall submit (but not more often than once a month), to the Project Manager for review an Application for Progress Payment filled out and accompanied by such supporting documentation as is required by the Contract Documents and also as the Project Manager may reasonably require. The City shall have seven (7) days to review the Application for Progress Payment either to accept or reject. If application is accepted then City shall have twenty-one (21) days from day of receipt to process payment. If application is rejected, Contractor has to resubmit a new Application for Progress Payment. Once application is resubmitted the twenty-one (21) day timeframe is reinstated. These Applications for Progress Payments shall be on the basis of estimates made by Contractor and shall be as specified in the Contract Agreement. If payment is requested on the basis of materials and equipment not incorporated in the Work, but

delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, satisfactory to City as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Application for Progress Payment shall include an affidavit of Contractor stating that all previous payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Progress Payment. All Applications for Progress Payment shall be submitted on an Application and Certification for Payment form as approved by the Project Manager. Contractor shall obtain from all suppliers of services and materials a release and waiver of all liens. Such releases and waivers shall be submitted with the Contractor's Application for Progress Payment.

5. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

6. WARRANTY

Contractor shall pay City, or make at the Contractor's own expense, all repairs, replacement or payments necessitated by defects in materials or workmanship supplied under the terms of the Contract which exist within one year after the date of final acceptance of the Work or such longer period of time as may be prescribed by applicable law or regulation in a reasonable and timely manner.

The Contract shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter.

Contractor shall be fully responsible for all direct, indirect and consequential costs to the City approximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by a subcontractor or supplier. Contractor shall also hold the City harmless from liability of any kind arising from damage due to said defects.

Contractor shall make all repairs and replacements or payments promptly upon receipt of written order from the City. If Contractor fails to make the repairs, replacements or payments promptly, City may do the work and Contractor and the Contractor's Surety shall be liable for cost thereof, including but not limited to, fees and charges of engineers, architects, attorneys and other professionals.

7. PROVISIONS FOR SAFETY:

The Contractor will be required to make whatever provisions necessary, to provide for the safety and welfare of the public and City employees during construction.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction meeting shall be scheduled between the Owner and the Contractor and shall be conducted at the time and location specified in the Notice of Pre-Construction Meeting which will be presented to the Contractor after execution of the construction contract. At this meeting the Engineer and Project Manager will discuss administrative matters with the Contractor and the Sub-contractors and further orient the Contractor to the requirements of the Contract Documents. The Contractor shall introduce responsible personnel (to be in attendance), present and discuss the construction schedule, and discuss approach and construction methods to complete the work and utility coordination, as applicable.

9. CONTRACTOR PERSONNEL INFORMATION:

The Contractor will provide the following information to the Project Manager:

- A. Contractor's Project Manager: _____
Phone No.: _____ Cell Phone: _____
- B. Contractor's Superintendent: _____
Telephone No.: _____ Cell Phone No.: _____
FAX No.: _____ e-mail: _____
- C. Architect/Engineer: _____
Address: _____
Phone No.: _____ Cell Phone: _____
FAX No.: _____ e-mail: _____
- D. A/E's Project Representative: _____
- E. Testing Laboratory: _____
- E. Emergency contact phone numbers
 - (1) Person/Address _____
Phone: _____ Cell Phone: _____
 - (2) Person/Address _____
Phone: _____ Cell Phone: _____
 - (3) Person/Address _____
Phone: _____ Cell Phone: _____
- F. List of authorized signatures for:
Certified payrolls; Payroll affidavits; Change orders; Progress payment certifications:

E. Project Safety Officer: _____

F. Equal Employment Opportunity Officer: _____

G. List of tentative suppliers: _____

The person listed in "B." will become the Contractor's Superintendent of Record. The Contractor will not be allowed more than one (1) Superintendent. The Contractor's Superintendent shall supervise the project and be available at all times that construction is in progress.

**CONSTRUCTION CONDITIONS
FOLLOWING THIS PAGE**

**CITY OF SANTA FE WASTEWATER DIVISIONS GENERAL
CONSTRUCTION CONDITIONS**

1.0 CHANGES TO WORK ORDERS

- 1.1 City, at any time and without notice to sureties, if any, and without invalidating this Contract shall have the right by written notice to direct field changes within the general scope of this Contract consisting of additions, deletions, or other revisions thereto. Any such field change shall become effective upon delivery to Contractor of such written notice and Contractor shall proceed with the work resulting from the field change.
- 1.2 Any claim by Contractor for an adjustment for additional compensation and/or time within which to complete performance of any such Work Order for such field changes, which were not otherwise agreed upon at the time of issuance of the field change above, shall be submitted to CITY for approval in writing within seven (7) calendar days of the date of the change, together with any supporting documentation as may be required by CITY, or be deemed waived by Contractor, who shall thereafter be barred from asserting such claim.
- 1.3 In addition to field changes, City may at any time request change which may require proposals from Contractor and agreement between the Parties. A proposal in response to any such requested Work Order change unless otherwise agreed upon shall be submitted to City within seven (7) calendar days of its receipt by Contractor. Such a Work Order change is not binding until the work and price adjustments have been agreed upon in writing and will not become effective until notification to proceed on the Work Order change is issued in writing by City. Unless otherwise agreed upon by the Parties, the period to reach agreement on a proposed change and notification thereof shall not exceed fifteen (15) calendar days.
- 1.4 Except as herein provided, no verbal order, statement, or conduct of CITY shall be treated as a change to any Work Order or entitle Contractor to an adjustment thereto.

2.0 SPECIFICATIONS AND DRAWINGS

- 2.1 Contractor shall maintain at the site of the Work Order a copy of the Drawings and specifications governing the Work Order with all changes and modifications thereto, and shall at all times, give City access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In cases of a difference between drawings and specifications, the specifications shall govern. In any case of discrepancy either in figures, in the drawings, or in the specifications, the matter shall promptly be submitted to City who shall promptly make a determination in writing. Any adjustment by Contractor without such determination shall be at its own risk and expense. City shall furnish from time to time such detail drawings or other information as may be considered necessary, unless otherwise provided.
- 2.2 Contractor shall provide and keep at the site of the Work Order, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions,

Contractor shall prepare sketches which delineate the necessary “as-built” information. City shall furnish two (2) sets of all paper "blue-line" prints “approved” drawings for use in accomplishing specified mark-up. Final “as-built” drawings shall be delivered to City by Contractor upon completion of the Work Order called for under this Contract.

3.0 SITE INVESTIGATION

- 3.1 Contractor acknowledges that it will have satisfied itself as to the nature and location of any Work Order site, its general and local conditions, particularly those bearing upon transportation, disposal, and handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at such Work Order site, the conformation and conditions of the ground, the character, quality, and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of such Work Order, and all other matters which can in any way affect the Work Order or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work Order.

4.0 REPRESENTATIONS

- 4.1 City assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the negotiations and execution of this Contract, unless such understanding or representations are expressly stated in this Contract, and this Contract expressly provides that responsibility therefore is assumed by City.
- 4.2 Representations made but not so expressly stated and for which liability is not expressly assumed by City in this Contract shall be deemed only for the information of Contractor and City will not be liable or responsible therefore.

5.0 INSPECTION

- 5.1 City shall have the right to inspect the facilities or offices maintained by Contractor to perform any Work Order under this Contract and to be present at any test to be performed, but such inspections, if made, shall not in any way relieve Contractor from its responsibility with respect to its obligations and duties under this Contract.
- 5.2 All workmanship shall be subject to inspection, examination, and test by City at any and all times during the performance of any Work Order and at any and all places where such Work Order is carried on. City shall have the right to reject defective workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected without additional cost to City. If Contractor fails to correct rejected workmanship within the time allowed by City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or City may terminate the right of Contractor to proceed with the Work Order as provided in section 26 of these General Construction Conditions entitled “Default and Termination”. In such event, Contractor and surety shall be liable for any damage to the same

extent as provided in this Contract.

- 5.3 Contractor shall furnish promptly without additional cost to City all reasonable facilities, labor, and materials necessary for the safe and convenient inspections and tests that may be required by City. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time the inspection is required by City, or for the cost of re-testing if materials or workmanship fail to meet specifications.

6.0 PROTECTION OF PROPERTY

- 6.1 Contractor shall continuously maintain adequate protection of work under all Work Order from damage and shall protect City and private property at all times from injury or loss arising in connection with any work Order under this Contract, including materials furnished by City.
- 6.2 Contractor shall make good at its own expense any such damage, injury, or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

7.0 LICENSES, PERMITS AND REGULATIONS

- 7.1 Contractor shall, without additional expense to City, obtain all licenses and permits required for the prosecution of any Work Order. Contractor shall conduct its operations in compliance with all laws, rules, regulations or ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall defend, indemnify and save City harmless from and against any claims, damages, lawsuits and expenses arising from any alleged or actual violation by Contractor of any such law, rule, regulation, or ordinance.

8.0 CHANGED CONDITIONS

- 8.1 Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify City in writing of subsurface or latent physical conditions at the Work Order site differing materially from those indicated in this Contract, or unknown physical conditions at the Work Order site, 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. City will promptly investigate the conditions, and if City finds that such conditions do materially differ and cause an increase or decrease in the cost or time required for performance of such Work Order, an equitable adjustment shall be made and the Work Order will be modified in writing accordingly. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above.

9.0 WARRANTY

- 9.1 Except as otherwise expressly provided in this Contract, Contractor warrants and shall remedy at its own expense any failure of any work, including equipment, under any Work Order under this Contract to conform to Contract specifications and any defect of material, workmanship, or design in said work [excluding any defect of any design furnished by City under this Contract]

provided that City gives Contractor notice of any such failure or defect promptly after discovery, but not later than one (1) year after final acceptance of the work under said Work Order. Contractor shall, at its own expense, remedy any damage to equipment, the Work Order site, any buildings or the contents thereof, which damage results from any failure or defect, and restore any work damaged in fulfilling the terms of this section 9.

- 9.2 All subcontractors', manufacturers', and suppliers' warranties and guarantees, express or implied, respecting any part of the work under any Work Order and any materials used therein shall be deemed obtained and shall be enforced by Contractor as the agent of and for the benefit of City without the necessity of separate transfer or assignment thereof; provided that, if directed by City, Contractor shall require such subcontractors, manufacturers, and suppliers to execute such warranties and guarantees in writing to City. Any such work repaired or replaced pursuant to this section 10 shall also be subject to the provisions of this section to the same extent as the work originally performed.
- 9.3 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.

10.0 CORRECTION OF DEFECTS

- 10.1 If Contractor does not take action to correct any defects or deficiencies for which it is responsible under this Contract within a reasonable time after receipt of City's written notice thereof, City may take such corrective action itself or through contract with others; provided however, the taking of such corrective action is not intended to, and shall not in any way limit City's right to proceed, through litigation or otherwise, to enforce any other provisions of this Contract. The City may deduct all costs and expenses incurred by the City to take such corrective action by itself or through contracts with others from any amounts then due and owing to the Contractor.
- 10.2 City may, at its option, deduct an equitable amount from the agreed upon price on any Work Order for uncorrected work if it deems it inexpedient to correct such work under said Work Order which has not been performed in accordance with the provisions of this Contract.

11.0 OTHER CONTRACTS

- 11.1 City may undertake or award other contracts for additional work, and Contractor shall fully cooperate with such other contractors and City employees, and carefully fit its own Work to such additional work as may be directed by City. Contractor shall not commit nor permit any act that will interfere with the performance of work by any other contractor or by City employees.

12.0 LIABILITY

- 12.1 Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, from any liability for injury, death, loss, accident, or damage to any persons, or to property, including injuries to Contractor's employees, and from any claims, actions, proceedings, and cost in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of

any act or omission, including passive or active negligence of the Contractor or any of its subcontractors or anyone directly or indirectly employed by either of them, or arising in anyway from any work under any Work Order under this Contract; provided however, that nothing in this clause shall extend to liability, claims, damages, losses, or expenses, including attorney fees, arising out of:

12.1.1 The preparation or approval of maps, drawings, opinions, reports, surveys, changes, designs, or specifications by CITY or its officers, employees, or agents; or

12.1.2 The giving of or failure to give directions or instructions by City, or its officers, employees, or agents of City, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

13.0 ASSIGNMENT

13.1 Contractor shall not assign or otherwise transfer any of its obligations or rights under this Contract or any part hereof without the prior written consent of City.

14.0 INDEPENDENT CONTRACTOR

14.1 Contractor shall employ and direct all persons performing any work under any Work Order under this Contract and such persons shall be and remain the sole employees of and subject to the control and direction of Contractor, and shall not be the employees of or subject to the direction and control of City, it being the intention of the Parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. Contractor is to determine the manner and method in which such work shall be performed, to conduct the work in the name of Contractor, and agrees to inform all persons employed by it and working upon such undertaking that they are employed by and work for Contractor and that they are not employed by City.

14.2 Whenever in this Contract the words “as ordered”, “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of City is intended only to the extent of judging compliance with the terms of this Contract. None of these words or phrases shall imply that City has any authority or responsibility for supervision of Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for Contractor.

14.3 Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “proper”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of City without implying that City has any authority or responsibility for supervision of Contractor's forces or construction operations.

15.0 SUBCONTRACTS

- 15.1 Contractor shall, upon written authorization or direction from City, enter into subcontracts for the performance of parts of the Work described in Article 1 of the Construction Agreement entitled "The Work". The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract including, among other things, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as may required by this Contract or as City may prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and City.

16.0 USE OF PREMISES

- 16.1 Contractor shall confine the storage of materials and construction equipment in locations acceptable to City and in accordance with all applicable laws, ordinances, and regulations.
- 16.2 Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly protect any person having access to or near any Work Order site. Contractor shall enforce City's instructions concerning the location of signs and posters.
- 16.3 Contractor shall be solely responsible for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under any Work Order under this Contract. Contractor shall be liable for any claims that may arise from the deposit of debris of any kind upon private or public property.

17.0 CLEANING UP

- 17.1 Contractor shall, at all times, keep the area around any Work Order site, including storage areas used by it, in a clean and orderly condition and free from weeds, combustible debris, and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the premises and restore the Work site and material storage locations to their original condition. All unused material, unless otherwise directed, shall be returned by Contractor to a designated storage area.

18.0 BONDS

- 18.1 Contractor shall furnish in connection with the performance of the Work Order hereunder, a payment bond for the protection of persons furnishing material and labor and a performance and warranty bond for the protection of City and in a form acceptable to City. Contractor may also satisfy the foregoing requirements by providing blanket payment and performance bonds for the duration of this Contract. The penal sum of the bond shall be sufficient to cover one hundred percent (100%) of the price of each Work Order issued under this Contract. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

19.0 AUDIT

19.1 At anytime or times but not later than three (3) years after final payment under this Contract, City may make such audit of the invoices or vouchers and substantiating material (including time records) as deemed necessary by City. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by City not to have been properly payable, and shall also be subject to reduction for overpayments on preceding invoices or vouchers. If required by the City, Contractor shall insert a clause containing all the provisions of this clause in all subcontracts so as to permit City to make identical audits and inspections of the records of all subcontractors involved.

20.0 TAXES

20.1 Contractor shall pay any and all taxes and contributions for unemployment insurance, pensions, annuities, and similar benefits, which may now or hereafter be imposed on Contractor by law or collective bargaining agreements or other contracts with respect to persons employed by Contractor for performance of any Work Order under this Contract. Compensation to be paid to Contractor under this Contract shall include and Contractor shall be liable for and shall pay all applicable New Mexico gross receipts taxes collected from the City on any materials, equipment, services, or supplies furnished in the performance of any Work Order under this Contract. Contractor shall be liable for and shall pay all taxes, assessments, and other charges levied by any governmental body on any Work Order performed hereunder, or on any materials, equipment, services, or supplies furnished in the performance of any Work Order under this Contract.

21.0 NEW MATERIALS

21.1 Unless otherwise specified, all materials and equipment furnished by Contractor shall be new, and both workmanship and material shall be of good quality. Equipment and material which is provided, but fails to comply with the requirements of this Contract shall be removed and replaced with complying equipment and material at Contractor's sole expense; provided, however, that if the progress of any work makes such removal impractical, City shall have the right to accept it and reduce the Contract price by an amount equivalent to the difference in its value and the value of complying equipment or material. City may perform such factory or field tests as are deemed necessary to verify that equipment meets the Performance standards guaranteed by Contractor. Contractor shall be permitted to witness such tests. Should any material or equipment fail to meet such standards, Contractor shall, at its own expense, modify, adjust, repair, or replace the same as necessary, to assure compliance therewith and with the other applicable requirements of this Contract.

22.0 LIABILITY FOR DELAYS; EXTENSIONS

22.1 Contractor shall be fully responsible for monitoring the actual progress of work under any Work Order, and shall make up lost time at its own expense as necessary, where delays have occurred due to reasons within Contractor's reasonable control. City will be the sole judge of the

justification for delay and time extension allowed Contractor under this Contract, but will act reasonably and in good faith in the aforesaid judgment.

23.0 ACCEPTANCE OF WORK

23.1 When Contractor deems the work under the Work Order finally completed in accordance with the requirements of this Contract, Contractor shall give City notice thereof in writing. Within seven (7) calendar days after receipt of such notice the City shall determine whether such work has been completed in a manner satisfactory to City and, if so, will advise Contractor in writing of final acceptance thereof. If the work under such Work Order, or any portion thereof, is unsatisfactory, City shall so notify Contractor in writing thereof and Contractor shall proceed to complete the work in a satisfactory manner, giving notice thereof as set forth herein. Upon completion and acceptance of the Work hereunder, City shall pay Contractor all other sums due Contractor as provided in the article of this Contract entitled "Compensation". The completion and acceptance of the Work, and payment therefore, shall not release Contractor from any warranties, guarantees, liabilities, or obligations set forth in this Contract.

24.0 FORCE MAJEURE

24.1 Neither Party hereto shall be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to *force majeure*. The term "*force majeure*" shall mean any cause beyond the control of the Party affected and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, war, riot, terrorism, civil disturbance, sabotage, fuel shortages, strikes or other labor disturbances, or restraint by court or public authority, any of which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent acts and take all reasonable steps to promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay.

25.0 WORK FORCE

25.1 The size of the working force employed by Contractor in the Performance of the Work hereunder shall be kept consistent with the Work to be done, in order to achieve both economy in manpower and timely completion of the Work.

26.0 DEFAULT AND TERMINATION

26.1 Contractor shall be deemed to be in default if it at any time during the performance of this Contract Contractor shall:

26.1.1 Become insolvent or make a general assignment for the benefit of its creditors; or

- 26.1.2 File a petition in bankruptcy or have a petition in bankruptcy filed against it or an attachment or execution levied upon any of its property used hereunder, or have a receiver for its business appointed on account of the condition of such business or of insolvency; or
 - 26.1.3 Have any legal proceeding taken against it that in the opinion of City interferes with the diligent and efficient performance and satisfactory completion of any Work Order under this Contract; or
 - 26.1.4 Fail, neglect or refuse to proceed with the work under any Work Order in a prompt, safe, and diligent manner; or
 - 26.1.5 Fail to pay promptly all monies due to subcontractors, suppliers or others for materials and services in connection with any Work Order; or
 - 26.1.6 Fail, neglect, or refuse to proceed according to and in full compliance with all the Provisions and covenants of this Contract.
- 26.2 If at any time Contractor shall be deemed in default pursuant to this clause, City may give Contractor notice in writing setting forth the particulars of such default and, unless such default can and shall be cured within five (5) calendar days from date of such notice, City, at its option, may terminate this Contract.
- 26.3 In the event of a default by Contractor and if City elects to terminate this Contract and the Work being performed hereunder, then City shall give written notice of termination to Contractor specifying the date of termination of all uncompleted Work Orders and City shall pay Contractor for all time and materials supplied by Contractor on such Work Orders to the date of termination.
- 26.4 Notwithstanding any of the foregoing or anything in this Contract to the contrary, City shall have the right, at any time and for any reason whatsoever, including its own convenience, before completion of any Work Order, to suspend, abandon, or terminate work under any Work Order, or any portion thereof; and upon ten (10) calendar days written notice to terminate this Contract, without regard to whether or not Contractor has defaulted or failed to comply with the provisions of this Contract. In the event of such suspension, abandonment, or termination, City shall pay Contractor for all time and materials supplied by Contractor on such Work Orders to the date of termination.
- 26.5 Upon the suspension, abandonment, or termination of this Contract, in whole or in part, pursuant to either of the above paragraphs, Contractor shall execute and deliver all such instruments and take all such steps, including assignment of its contractual rights with third parties, as may be required to fully vest in City all right, title, and interest in all Work, including but not limited to all plans, specifications, materials, and equipment procured and all contractual rights, and/or to cancel or to terminate, at City's option, such of those contractual rights including but not limited to, subcontracts and purchase orders as may be requested in writing by the City.

27.0 LIENS

27.1 Contractor shall at all times promptly pay all subcontractors and suppliers within seven (7) calendar days of receipt of payment from the City for all materials, equipment and labor used in the performance of any Work Order under this Contract, and shall maintain all materials, equipment, structures, premises, and other subject matter free and clear from all laborer's, materialmen's, and mechanic's liens. Contractor shall defend, indemnify and hold City harmless from all such laborers, materialmen's and mechanic's liens arising out of any Work Order being performed by Contractor under the terms of this Contract. Contractor shall provide City upon its request with reasonable evidence showing that all materials, equipment, labor, and subcontractors have been paid in full, except for any outstanding claims relating thereto.

28.0 NONWAIVER

28.1 The failure of either Party to insist upon the other Party's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve such other Party from its duty to comply with such obligations in all other instances.

29.0 PROPRIETARY INFORMATION

29.1 All models, drawings, specifications, technical data, and other documents and information furnished to Contractor by City or prepared by Contractor in connection with this Contract are confidential and shall be and remain the property of City and may not be copied or otherwise reproduced or used in any way, except in connection with Work Orders performed under this Contract, nor disclosed to third parties nor used in any manner detrimental to the interests of City. Contractor agrees to insert in any subcontract or purchase order issued under this Contract restrictions on the use of such models, drawings, specifications, technical data, and other documents and information similar to those set forth above.

30.0 PROFESSIONAL RESPONSIBILITY

30.1 Contractor represents that it possesses and shall provide in connection with any work undertaken pursuant to this Contract the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that all such work shall be performed in accordance with sound and accepted industry standards and practices. If Contractor fails to meet such standards of care, skill, and diligence set forth in this clause Contractor shall be liable for all damages caused thereby.

31.0 APPLICABLE LAW

31.1 This Contract shall in all respects be interpreted and construed and the rights of the Parties hereto shall be governed by the laws of the State of New Mexico.

32.0 GENERAL SAFETY REQUIREMENTS

32.1 In case of accident involving Contractor or the Work, an investigative report shall be prepared by

Contractor and one copy thereof given to City within twenty-four (24) hours of the occurrence of the accident.

- 32.2 Contractor shall furnish all safety equipment and safeguards suitable to the occupational hazards involved and conforming to all federal, state, and local safety regulations.
- 32.3 Contractor shall comply with all federal, state, and local rules and regulations governing safety and the safe performance of the Work.
- 32.4 Contractor shall provide and be directly responsible for its own Safety program for its employees, and shall designate its employee whose duties will be to provide safety surveillance for any work performed under this Contract.
- 32.5 Contractor agrees to defend, indemnify and hold harmless City from and against any and all claims, liabilities, obligations, and causes of action of whatsoever kind or nature as a result of Contractor's failure to comply with the above safety requirements.
- 32.6 City may suspend any Work Order if, in its opinion, Contractor is performing any work in a hazardous and dangerous manner. Work shall not thereafter proceed until Contractor agrees to conduct such work in a safe manner.
- 32.7 Contractor agrees and warrants that all articles and/or services provided in connection with any Work Order under this Contract shall meet the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, or under any applicable law of the State of New Mexico in lieu thereof, for the protection of employees who will be affected by the use or performance of said articles and/or services. Contractor shall ensure that all subcontractors comply with the above provisions.

33.0 TRANSPORTATION OF HAZARDOUS MATERIALS

- 33.1 If Contractor must transport, or use on City's property any toxic and/or hazardous materials in the performance of Work, or generates such toxic and/or hazardous materials in the performance of Work under this Contract, Contractor shall be totally responsible and liable for the removal or disposal of such materials in accordance with applicable governmental or regulatory agency procedures.
- 33.2 Contractor shall furnish City with a Work site clean up inspection report and a signed, notarized affidavit certifying that all toxic and/or hazardous waste materials have been removed or disposed of in accordance with this section 34.

34.0 THIRD PARTY CONSULTANTS

- 34.1 City reserves the right to hire third party consultants to review all or any portion of the Work performed by Contractor under this Contract, and Contractor agrees to cooperate with such third party consultants to the fullest extent possible as required by City.

35.0 UNSATISFACTORY PROGRESS

- 35.1 If, at any time during the performance of any Work Order, in the opinion of City, Contractor's progress shall fall behind that necessary to enable Contractor to complete a Work Order by the date or dates established by schedules included in this Contract (as adjusted for the extension of time, if any, to which Contractor is entitled under the provisions of the clause entitled "Delays and Time Extensions" hereof), or the Work, tools, plant, or equipment of Contractor appears to be or is insufficient, inefficient or inappropriate to secure the quality of the Work required, City may order Contractor, at no extra expense to City, to take such action as City deems necessary in order to meet Contract completion dates, including, but not limited to, working additional or longer shifts and employing more labor and equipment to increase the efficiency at, improve the character of, augment the number of, or to substitute new tools, plant or equipment of Contractor as the case might be so as to secure the quality of Work required.
- 35.2 Contractor must conform to any such order, but the failure of City to so order shall not relieve Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete any Work Order within the time schedule and of quality required by this Contract.

**SPECIAL PROVISIONS
FOLLOWING THIS PAGE**

SPECIAL PROVISIONS

1.01 INSPECTION, TESTING OF MATERIAL AND SUBMITTALS

A. **The contractor shall provide to the owner two (2) set of submittal sheets for all material and products used in this project.** All Work shall be monitored by the City's Authorized Representative for compliance with all applicable specifications, codes, and standards. The Contractor shall provide access to all facilities for inspection purposes. Contractor shall notify City's Authorized Representative prior to commencing Work, should said Work be performed after normal working hours. Failure of Contractor to provide proper access of inspection of Work or to notify City of Work to be performed after normal working hours may result in said Work being unacceptable to City.

2.01 NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

A. All requirements outlined in the Federal Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), New Mexico Clean Water Act and the City of Santa Fe Storm Water Division shall be strictly adhered to during the course of constructing this project. Exposed areas of disturbance shall be kept to a minimum to perform project construction. **It is not anticipated that this project will be disturbing one (1) acre or more and an NPDES permit is not expected to be necessary. Compliance with these NPDES or the City of Santa Fe Storm Water Division requirements shall be incidental to the Work. As such, no separate payment will be made.** The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector (Dave Pike 955-2134) for the City.
- Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

This work will include preparing and submitting a storm water pollution prevention plan (SWPPP) as well as the appropriate monitoring, reporting and certification of the approved SWPPP as required by the NPDES permit or The City of Santa Fe Storm Water Division.

3.01 PROTECTION OF WORK AND PROPERTY

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

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

- D. The Contractor will take the necessary precautions to prevent damage to properties adjacent to the Work. The Work will be performed in the vicinity of many historic buildings and features. The use of non-vibratory compaction equipment is required by the City and State near these areas. Compliance with this Section is the Contractor's responsibility and is incidental to the Work as such no separate payment will be made

4.01 PROTECTION OF UTILITIES AND PROPERTY

- A. Locations, elevations and dimensions of existing utilities, water line or sewer lines, manholes and associated structures are shown according to the best information available at the time of the preparation of the plans, but do not purport to be absolutely correct and are approximate. The Contractor will be responsible for verifying locations, elevations, and dimensions of all existing utilities which pertain to and affect the construction of this project. **All work associated with verifying location of existing utilities, sewer lines or manholes shall be considered incidental to the work and no additional payment will be made for these activities.**
- B. 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 Bluestake One-Call System and request utilities' locations forty-eight (48) hours prior to excavation in strict accordance with Bluestake One-Call System operating procedures. The Contractor will be responsible for locating all utilities Owned by the City of Santa Fe as part of construction activities. **Compliance with this Section is the Contractor's sole responsibility and is incidental to the Work. As such, no separate payment will be made.**

5.01 INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

- A. The Contractor shall be required to arrange his construction/work schedule with the intent to minimize the impact on surrounding businesses and residences and to minimize the disruption of City traffic.
- B. The Contractor shall notify and obtain City's approval for any connections to existing wastewater facilities or collections system prior to the scheduling of any construction.
- C. Any work by the Contractor required outside the normal working hours of 7:00 am to 5:00 pm, Monday through Sunday, to minimize disruption to the City's businesses, schools, churches, residents, etc. and vehicular traffic shall be considered incidental to the work and no separate payment will be made. The Contractor shall be required to adjust their work schedule, particularly for schools, so as not to perform work during normal school hours. The City of Santa Fe shall have full and final determination of the

necessity to work outside of the normal working hours of 7:00am to 5:00pm, Monday through Sunday and to require work be performed on Saturday or Sunday. All this shall be considered incidental to the work and no separate payment will be made.

6.01 CONSTRUCTION WATER – NON-POTABLE

- A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City’s fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this section (see 6.02).
- B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).
- C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.
- D. Reclaimed Water Use Rate: \$3.37/1,000 gallons (subject to change).
- E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:
 - 1. Construction dust control.
 - 2. Construction compaction.
 - 3. Irrigation of landscaping under “restricted access conditions” (e.g., at construction sites and roadway medians).
- F. Uses Not Permitted:
 - 1. Water used in a construction “process” (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.
 - 2. Dust control on unpaved residential streets.
 - 3. Street sweeping.
- G. Other Provisions:
 - 1. Signage: All haul vehicles must have the following visible on at least three sides—“Caution: Non-Potable Water, Do Not Drink”—and “Peligro: Agua Inbebestible, No Es Para Beber.”
 - 2. Water tank must have lid.
 - 3. Vehicle must have 1 ½ cup of bleach per 1000 gallon capacity.

4. Discharge must occur under gravity flow or under low pressure to minimize misting and when public contact is not likely to occur. If misting occurs, the area must be 100 feet from areas accessible to the public.
5. Discharge area must be 300 feet from potable water supply wells.

H. Permitting:

All reclaimed water users must obtain a "Reclaimed Water Use Application and Permit" from the Wastewater Management Division, City of Santa Fe. Compliance with the terms and conditions of reclaimed water use shall be the sole responsibility of the reclaimed water user. Questions should be directed to NMED/Ground Water Quality Bureau, 827-2900.

- I. For More Information, Contact: Matilda Shamy, Wastewater Management Division, 955-4651.

J. All costs associated with the use of reclaimed water shall be incidental to the work.

6.02 CONSTRUCTION WATER – POTABLE

- A. For the purpose of sewer line cleaning, potable water obtained from the City of Santa Fe fire hydrants may be used. The Contractor should contact Halona Crowe @ 955-4349 or Flora Martinez @ 955-4351 to obtain an application and to obtain current rates. A \$1200.00 deposit is required that is refundable upon project close-out. The charge for the meter rental is \$195.13 per month. Water use rate is \$6.06/1000 gallons (1st 112,000 gal. Sept thru April), \$21.72/1000 gallons thereafter 112,000 gal. Sept thru April. \$6.06/1000 gallons (1st 160,000 gal. May thru August), \$21.72/1000 gallons thereafter 160,000 gal. May thru August. Conservation charge is \$1.00/1000 gallons for May thru October. Compliance with the terms and conditions of the potable water use agreement shall be the sole responsibility of the potable water user.

B. All costs associated with the use of potable water shall be incidental to the work.

7.01 SUPERINTENDENCE BY CONTRACTOR

At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor.

8.01 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished to the City by the Contractor for all material that has specifications requirements listed in the Contract. Certificate of Compliance shall be signed

and notarized by the material Manufacturer stating that the materials supplied for Work under the Contract meet all required specifications.

9.01 CORRECTION OF WORK

Should any of the materials of construction or work fail to meet the City's or City's Authorized Representative's approval they shall be forthwith reconstructed, made good, replaced, and corrected by the Contractor at his own expense.

10.01 GENERAL GUARANTEE

A. The Contractor shall remedy any defects in the work and pay for any damages within a period of one year from date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

B. Items of warranty shall include, but not limited to spalling, cracking, shrinkage, and failure due to improper compactions. Items of warranty shall also include failures or the need for additional work resulting from the Contractor's application of sewer line replacement or rehabilitation technology.

11.01 PUBLIC RELATIONS

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

12.01 TRAFFIC CONTROL

A. The Contractor shall provide traffic control including, but not limited to, changeable message signs (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the approved traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required.

F. All items A through E, Section 12.01 – Traffic Control, shall be considered incidental to the work for the Bid Item for Traffic Control in executing the construction contract.

13.01 PERMITS

Contractor shall obtain permits and pay for fees from the City of Santa Fe as outlined below:

A. Right-of-Way Access, Excavation and Restoration Permit

The Contractor shall complete and submit to the City a Right-of-Way Excavation and Restoration Permit. A permit along with a \$200.00 fee will be required for each street cut excavated and/or traffic control plan for access to the street right of way. In addition to the Right-of-Way Excavation and Restoration Permit and fee, a New Pavement Penalty of \$20.00 per square foot shall be charged for excavation where new pavement (within five years) has recently been placed by the City. This penalty is an addition to the \$200.00 permit fee. Reimbursement for permit fee, including new pavement penalty, paid by the Contractor shall be from the lump sum bid allowance as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's project manager for the purpose of determining the number of street cuts required for determination of permit fees.

B. Permit to Construct Driveway on City Right-of-Way

Contractor shall complete and submit to the City and Application for Permit to Construct Driveway. This permit shall be for all new and reconstructed driveways. A permit along

with a \$200.00 fee will be required for each new or reconstructed driveway. Reimbursement for the fee paid by the Contractor shall be from the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's project manager for the purpose of determining the number of driveway permits required for determination of permit fees.

C. Sewer Service Permits and Inspection Fee

Contractor shall obtain, complete, and submit sewer connection permits for those sewer services that are to be reconnected. A \$50 fee will be required for each reconnected service. Reimbursement for the fee paid by the Contractor shall be from the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. No permit or fee is required for the abandonment of a sewer service.

D. Parking Meter Covers

Contractor shall coordinate with the Parking Division one week in advance for the placement of covers over any parking meters and spaces that will be affected by the work. There is no charge from the Parking Division relating to the covering of meters.

All permit fees referenced in 13.01 Permits shall be reimbursed to the Contractor from the respective permit and inspection fee allowance in the bid submittal. Contractor's time required in obtaining permits is incidental to the work.

14.01 SUBMITTALS

After checking and verifying all field conditions and measurements, Contractor shall submit to the Engineer for review a minimum three (3) copies of all submittals which shall have been checked by and stamped with the approval of the Contractor. The Contractor shall prepare and complete submittal in a form as approved by the City's project engineer and include it with each submittal. The data shown on the submittals will be complete with respect to dimensions, calculations, design criteria, materials of construction, manufacturer and the like to enable Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor; identified clearly as to material, manufacturer, and pertinent catalog numbers; and the use for which intended.

At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Documents.

The Engineer will review with reasonable promptness submittals but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of submittals for review. The Contractor shall direct specific attention in writing or on resubmitted submittals revisions other than the corrections called for by the Engineer on previous submissions. The Contractor's stamp of approval on any submittal or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, calculations, dimensions, field construction criteria, materials, catalog numbers and similar data or he/she assumes full responsibility for doing so and that he/she has reviewed or coordinated each submittal or sample with the requirements of the Work and the Contract Documents.

Where a submittal is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by the Engineer. A copy of each reviewed submittal and each reviewed sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

The Engineer's review of submittals or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any review by the Engineer relieve the Contractor from responsibility for errors or omissions in the submittal.

15.01 PROJECT RECORDS

The Contractor shall maintain in a safe place at the project site one (1) record copy of all Specifications, Submittals, Drawings, Addenda, Modifications, TV Video Logs, and Shop Drawings which are currently annotated to show all changes made during the construction process. These documents shall be available to the Engineer for reference during the construction process. These documents shall be delivered in good condition to the Engineer upon completion of the Project. Final contract payment will not be released until these items have been received, inventoried, and reviewed for correctness and completeness by the Engineer. If deficiencies are found in the Project Records submitted, the Contractor will be required to correct such deficiencies and resubmit to the Engineer. All survey information and record information including manhole rim elevations, invert elevations, pipe diameters, and related information shall be shown by the Contractor on the as-builts and provided in electronic format when required by the Contract Documents.

16.01 SEQUENCE OF WORK

A. The sequence of work will be determined with the Contractor after the award of the contract. It is intended that the Contractor and City mutually establish a work sequence that benefits both and uses the expertise of both parties in establishing a work sequence. The Contractor is

obligated to work. The City shall have the final approval of the sequence of work without any additional compensation to the Contractor

B. The Contractor shall complete all work in one work area (work area is defined as the manholes, sewer lines and appurtenances installation work, the water line and appurtenances installation work and the temporary access/detour area and appurtenances work) or as Owner determines before beginning work in another work area such that the public right-of-way disruption throughout the City is minimized as much as possible. Completion of work shall include the sewer line rehabilitation or replacement, rehabilitation or replacement of manholes, reconnection of all sewer service lines, and the replacement of all curb, gutters, sidewalk, drive pads, and asphalt/concrete pavement.

C. Work on more than one work area at a time will be allowed if authorized in writing by the Owner. Any special schedule requirements for multiple "work area" work will be noted on the written authorization.

17.01 CONSTRUCTION STAGING – STORAGE AREAS

The Contractor may use, with the Owners approval, the City owned site on Siler Road or those areas designated within the City of Santa Fe Wastewater Treatment Plant as a staging-storage area for equipment and materials directly related to performance of this contract. The Contractor is solely responsible for all personnel, equipment and material stored within these areas.

18.01 MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed lump sum as set forth in the Bid Proposal and in accordance with the Contract Documents.

A. TRAFFIC CONTROL AND BARRICADING

Measurement will be based on the percentage complete for each bid item where Traffic Control is required.

**SUPPLEMENTAL TECHNICAL SPECIFICATIONS
FOLLOWING THIS PAGE**

**“STANDARD SPECIFICATIONS”
FOR
CITY OF SANTA FE
SECTION 100**

The New Mexico State Highway Department Standard Specifications, 2000 Edition or most up to date version, shall govern construction of this project except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The New Mexico Standard Specifications for Public Works Construction and 2006 EDITION or most up to date version shall govern construction of manholes and related appurtenances, except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The most recent version of the Sangre De Cristo Water (SDCW) Division Standard Specifications shall govern construction of water utilities and related appurtenances, except where revised or amended by the General Conditions, Special Provisions, and Supplemental Technical Specifications.

If there is a conflict between Standard Specifications and the General Conditions, Special Provisions or Supplemental Technical Specifications, the stricter requirement shall govern.

**MODIFICATIONS TO NEW MEXICO AMERICAN PUBLIC WORKS ASSOCIATION
(APWA) STANDARD SPECIFICATIONS
SECTION 200**

1. MODIFICATIONS TO SECTION 116 – ASPHALT CONCRETE
 - A. Delete Sub-Section 116.3 MATERIAL and replace with the following:

116.3 Material. The Contractor shall use Plant Mix Super Pave SP IV using PG 64.22 or 70.22 as per the 2007 NMDOT Manual. This will include the necessary modifications to the APWA Standard Specifications in order to conform to the NMSHTD SP IV including, but not necessarily limited to, asphalt cement, aggregates, blending sand, mineral filler, hydrated lime, or liquid anti-strip if required.
2. MODIFICATIONS TO SECTION 701 - TRENCHING, EXCAVATION AND BACKFILL
 - A. Add the following Paragraph 701.7.7:

701.7.7 Groundwater levels are not known. Groundwater levels vary with time and with the seasons. It is the Contractor's responsibility to verify the groundwater table where applicable. Groundwater is allowed to be discharged temporarily to the sanitary sewer system in order to accomplish the work.
 - B. Change Paragraph 701.17.1.4.2 as follows:

701.17.1.4.2 For sewer installations, the increments shall be 6 feet or less, over 6 feet to 10 feet, over 10 feet to 16 feet, and over 16 feet.
 - C. Replace Paragraph 701.17.7 as follows:

701.17.7 DEWATERING: Dewatering operations shall be considered incidental to the sanitary sewer and manhole work items as such no separate payment will be made.
3. MODIFICATIONS TO SECTION 710 - BORING, DRILLING AND JACKING

Delete this section in its entirety.
4. MODIFICATIONS TO SECTION 901 - SANITARY SEWER COLLECTOR AND INTERCEPTOR FACILITIES
 - A. Change Subsection 901.3 MATERIALS as follows:

Change reference number for PIPE from 902.3.1 to 901.3.1.

Change reference number for Plastic Pipe from Section 117 to Section 121.
 - B. Delete Section 901.8.2 TELEVISION in its entirety.
 - C. Change Subsection 901.9.2 as follows:

901.9.2 CONNECTIONS: Connections, tying new sewer main lines, installed by the open excavation method, into existing manholes shall be measured and paid for on a unit price per each within the size increments as specified in the Bid. Connections to the shelf section of the floor will not be considered for payment under this bid item.

5. MODIFICATIONS TO SECTION 905 - SANITARY SEWER SERVICE LINES

A. Add new Subsection 905.3.7 under MATERIALS as follows:

905.3.7 New sewer service lines shall be coupled to existing service lines using DFW Non-Shear couplings or approved equal.

B. Add new Subsection 905.6.5 under SERVICE RECONNECTIONS as follows:

905.6.5 The Contractor and the Authorized Representative shall review each sewer service reconnection prior to backfilling and compacting the sewer service trench. The review will identify historical structures within 50 feet of the sewer service trench. Where a historical structure is identified by the Authorized Representative as being within 50 feet of the trench, only a lean fill backfill will be allowed in order to prevent vibration damage to the historical structure.

C. Change Subsection 905.8.3 under MEASUREMENT AND PAYMENT as follows:

905.8.3 Sanitary sewer service reconnections shall be measured per each. Payment shall be made at the unit price per each reconnection and shall include the saddle connection; the new sewer service saddle; the first 5' of new sewer service piping; connection to the existing service line; the new-to-existing sewer service coupling; trench, backfill, and compaction; removal, disposal and restoration of the surface; and all incidental work necessary for a complete reconnection.

D. Add new Subsections 905.8.4, 905.8.5, and 905.8.6 under MEASUREMENT AND PAYMENT as follows:

905.8.4 Sanitary sewer service line replacement by trenchless methods shall be measured per each. Payment shall be made at the unit price per each trenchless reconnection and shall include all labor, materials, equipment, and all incidental work necessary to complete the reconnection.

905.8.5 Sanitary sewer service line replacement shall be measured by the linear foot of service line actually replaced PAST THE INITIAL FIVE (5) FEET FOR A SERVICE RECONNECTION. Payment shall be made at the unit price per linear foot of service line replaced and shall include the removal, disposal, and replacement of the sewer service line; trench, backfill, and compaction; and removal, disposal, and restoration of the surface; and all incidental work necessary for a complete reconnection.

905.8.6 Sanitary sewer service line replacement using lean fill backfill is measured and paid in accordance with Supplemental Technical Specification Section 2010.

6. MODIFICATIONS TO SECTION 920 - SANITARY AND STORM SEWER MANHOLES

- A. Delete Paragraph 920.4.6.2 on coating the interior of manholes in its entirety.
- B. Delete Subsection 920.6 Abandonment of Manholes in its entirety.
- C. Change the title of Subsection 920.7 from “Sewer Manhole Rehabilitation in Replacement Work” to “Manhole Frame and Cover Replacement.”
- D. Delete the last sentence in Paragraph 920.7.1 that reads, “This work will be done only when an existing manhole is ... light-weight, vented, multi-holed manhole cover.”
- E. Delete Paragraph 920.7.2.3 regarding removing and replacing manhole steps.
- F. Delete Paragraphs 920.8.1.1 and 920.8.1.2 the Measurement and Payment of New Manholes and replace with the following revised paragraphs:
 - 920.8.1.1 Type “C” or “E” manholes of 4-foot or 6-foot diameters shall be measured per each within the following increments of depth: 6 feet or less, over 6 feet to 10 feet, over 10 feet to 16 feet, and over 16 feet. Manholes which are greater in depth than 16 feet shall be measured by the vertical foot. Measurements will be made to the nearest foot and will be from the manhole rim elevation to the manhole invert elevation.
 - 920.8.1.2 Payment for manholes 16 feet deep or less will be made on the unit price per manhole diameter per depth increment as specified in the Bid Proposal. Payment for manholes greater than 16 feet deep will be made on the unit price per manhole diameter for over 10 feet to 16 feet deep manholes plus an added cost per vertical foot over 16 feet deep as contained in the two separate bid items in the Bid Proposal. Payment for any diameter or depth will include excavation, compacted backfilling, shelving, cover or cone, leveling bricks, new frame and cover, concrete pad or collar, and connections or reconnections of any existing mains or service lines.
- G. Delete Paragraph 920.8.3 the Measurement and Payment for Coating Manholes.
- H. Delete Paragraph 920.8.5 the Measurement and Payment for Abandonment of Manholes.

END OF SECTION

**CURED-IN-PLACE PIPE (CIPP)
SECTION 400**

**NOTE: VIDEO OF EXISTING SEWER LINES IS PROVIDED AS
PART OF THIS BID ONLY UPON REQUEST. CONTACT
PROJECT ENGINEER**

THE CITY OF SANTA FE HAS REVIEWED THE AVAILABLE VIDEO TAPES OF SEWERLINES IDENTIFIED FOR CIPP WORK. FOR BIDDING PURPOSES, THE CONTRACTOR SHALL ASSUME THAT THE SEWER LINES LISTED HAVE NOT BEEN CLEANED IN THE PAST THREE YEARS AND REQUIRE ADDITIONAL CLEANING. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING THE SEWER LINES USING CONVENTIONAL SEWER CLEANING EQUIPMENT AT THE BID PRICE REGARDLESS OF THE NUMBER OF CLEANING PASSES REQUIRED OR THE TYPE, SIZE AND AMOUNT OF DEBRIS.

**FOR BIDDING PURPOSES PLEASE NOTE: FULLY
DETERIORATED PIPE CONDITIONS SHALL BE
CALCULATED USING ONLY ASTM F1216-07a AND
EARLIER METHODS**

1.0 GENERAL

- 1.0.1 These Specifications include the minimum requirements for the rehabilitation of sanitary sewer pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing, deteriorated pipe as shown on the plans included as part of these contract documents.
- 1.0.2 The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, jointless and water-tight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor and approved by the Owner.
- 1.0.3 Neither the CIPP system, nor its installation, shall cause adverse effects to any of the

Owner's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

1.0.4 The prices submitted by the Contractor, shall include all costs of labor, equipment, materials and services for the various bid items necessary for furnishing and installing, complete in place, CIPP in accordance with these specifications. All items of work not specifically mentioned herein which are required to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid

1.0.5 RELATED WORK SPECIFIED ELSEWHERE

- Standard Specifications for the City of Santa Fe: Section 100
- Modifications to the New Mexico American Public Works Association Standard Specifications: Section 200
- Cured In Place Pipe (CIPP) Service Lateral Sealing System (SLSS): Section 400
- Sewer Pipe/Manhole Cleaning: Section 500.
- By-Pass Pumping: Section 600.
- Sewer Service Reconnection-Sewer Service Line Replacement-Sewer Main Line Replacement-Open Trench Excavation: Section 700.
- Lean Fill Construction: Section 800.

1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

1.1.1 These Specifications, and as contained in the Contract Documents, cover all work necessary to furnish and install the CIPP. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of sewage flows, cleaning and television inspection of sewers to be lined, liner installation, reinstatement of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, testing of lined pipe system and warranty work, all as specified herein.

1.1.2 The product furnished shall be a complete CIPP system including all materials, applicable equipment and installation procedures. All CIPP systems or multi-component products will be required to meet the submittal requirements as contained herein unless waived by the Wastewater Division Project engineer.

1.1.3 The CIPP shall be continuous and jointless from manhole to manhole or access point

to access point and shall be free of all defects that will affect the long term life and operation of the pipe.

- 1.1.4 The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the manholes the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Owner at the price included in the bid for CIPP installed. If leakage occurs at the service connections the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Owner at the price included in the bid for CIPP installed. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the liner installation will be based on a leak tight pipe.
- 1.1.5 The CIPP shall be designed for a minimum life of 50 years or greater.
- 1.1.6 The CIPP shall be designed for **fully deteriorated pipe** as a fully structural stand alone pipe-within-a-pipe. The installed CIPP shall be a structurally designed pipe within a pipe, meet or exceed all contract specified physical properties, fitting tightly within the existing pipe all within the tolerances specified. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.
- 1.1.7 The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.
- 1.1.8 All existing and confirmed active service connections and any other service laterals to be reinstated as directed by the Owner shall be re-opened robotically or by hand in the case of man-entry size piping, to their original shape and to a minimum 95% of their original capacity. All over-cut service connections will be properly repaired to meet the requirements of these specifications.
- 1.1.9 All materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirement of this contract.
- 1.1.10 Testing and warranty inspections shall be authorized by the Owner. Any defects found shall be repaired or replaced by the Contractor.
- 1.1.11 The Contractor shall furnish all samples for product testing at the request of the Owner. The Contractor shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay from the bid allowance for all material and product testing performed under this contract. This will be a separate pay item on the bid sheet. All documentation for chain of custody will be submitted to the Owner. An invalid chain of custody submittal shall require a re-test and

submittal at the Contractors expense.

1. A minimum of one sample shall be taken for each inversion length (or as Project Engineer directs).
2. Tests in accordance with ASTM standards for flexural modulus and strength and wall thickness shall be conducted **or as otherwise directed by the Owner.**
3. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by owner.
4. The Contractor shall furnish removable sizing sleeves to collect liner samples which accurately replicate the host pipe diameter.
5. Test results shall be directly sent to both the Owner/Engineer and the Contractor from the testing laboratory.

1.2 REFERENCES

1.2.1 The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the requirements of these specifications shall apply.

ASTM - F1216 -7a and earlier versions of Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull In and Inflate and Curing of a Resin-Impregnated Tube

ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM - D638 Standard Test Method for Tensile Properties of Plastics

ASTM - D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

ASTM - F2019-03 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured in-Place Thermosetting Resin Pipe (CIPP)

ASTM - D2122-98(2004) Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep

and Creep-Rupture of Plastics

ASTM - D3567-97(2002) Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM - D3681 Standard Test Method for Chemical Resistance of "Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition

ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

Resin Infrared Spectroscopy

1.3 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

The Contractor shall submit, to the Owner, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the Owner, the PWS shall at a minimum contain the following:

1.3.1 Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.

1.3.2 Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, by-pass pumping, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.

1.3.3 Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all active service connections, maintaining service during mainline installation to each home connected to the section of pipe being lined, including temporary service if required by the contract.

1.3.4 A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications.

1.3.5 **This item shall be submitted prior to the Notice of Award with the Statement of Bidder's Qualifications, Item 12, if required by the owner.** The Contractor shall have a minimum of ten (10) years of continuous experience installing CIPP liners in pipe of a similar size, length and configuration as contained in this contract. A minimum of 300,000 linear feet of shop wet-out liner installation is required and minimum of 6 onsite wet-out installations are required as applicable to

this contract. The lead personnel including the superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation, liner curing and the robotic service reconnections must have a minimum of three (3) years of total experience with the CIPP technology proposed for this contract and must have demonstrated competency and experience to perform the scope of work contained in this contract. The name and experience of each lead individual performing work on this contract shall be submitted.

1.3.6 Engineering design calculations, in accordance with the Appendix of ASTM F-1216-7a and earlier versions, for each length of liner to be installed including the thickness of each proposed CIPP for fully deteriorated pipe condition. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all lines sections of the same size. These calculations shall be performed and certified by a qualified, Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications.

1.3.7 Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.

1.3.8 Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment, to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.

1.3.9 A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.

1.3.10 A detailed public notification plan shall be prepared and submitted including detailed staged notification to residences/businesses affected by the CIPP installation.

1.3.11 Compensation for all work required for the submittal of the PWS shall be included in the various pipelining items contained in the Bid Sheets.

1.4 PRODUCT SUBMITTALS

1.4.1 Fabric Tube – including the manufacturer and description of product components.

1.4.2 Flexible membrane (coating) material – including recommended repair (patching) procedure if applicable.

1.4.3 Raw Resin Data - including the manufacturer and description of product components.

1.4.4 Manufacturers' shipping, storage and handling recommendations for all components of the CIPP System.

1.4.5 Manufacturers' shipping log indicating pounds per foot of resin

1.4.5 All MSDS sheets for all materials to be furnished for the project.

1.4.6 Tube wet-out & cure method including:

1.4.6.1 A complete description of the proposed wet-out procedure for the proposed technology.

1.4.6.2 The Manufacturer's recommended cure method - for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.

1.4.7 Compensation for all work required for the submittal of product data shall be included in the various pipelining items contained in the Bid Sheets.

1.5 SAFETY

1.5.1 The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.

1.5.2 The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.

1.5.3 The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.

1.5.4 Compensation for all work required for the submittal of the Safety Plan shall be included in the various pipelining items contained in the Bid Sheets.

1.6 QUALITY CONTROL PLAN (QCP)

1.6.1 A detailed quality control plan (QCP) shall be submitted to the Owner that fully represents and conforms to the requirements of these specifications. At a minimum the QCP shall include the following:

1.6.2 A detailed discussion of the proposed quality controls to be performed by the Contractor.

- 1.6.3 Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements, for this contract, are met. These shall be assigned, by the Contractor, to specific personnel.
- 1.6.4 Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
- 1.6.5 Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
- 1.6.6 A scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.
- 1.6.7 The Contractors Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
- 1.6.8 The system manufacturer shall furnish a check list containing key elements of the CIPP installation criteria that is important for the Owners inspector to ensure that quality control and testing requirements are performed in accordance with the contract documents.
- 1.6.9 Compensation for all work required for the submittal of the QCP shall be included in the various pipelining items contained in the Bid Sheets.

1.7 CIPP REPAIR/REPLACEMENT

- 1.7.1 Occasionally installation of CIPP will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.
- 1.7.2 Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- 1.7.3 Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- 1.7.4 Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

1.8 AS-BUILT DRAWINGS/VIDEO INSPECTION

1.8.1 As-Built drawings, video logs, pre & post inspection digital data shall be submitted to the Owner, by the Contractor prior to final acceptance of said work or as specified by the Owner. As-Built drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provided to the Contractor at the onset of the project. **All digital data shall be produced by software with Pipeline Assessment Certification Program (PACP) certification (latest version). The Contractor shall deliver a file to the City prior to starting work to ensure that the digital data is compatible with P.A.C.P. V4.2 or later certification.**

1.8.2 As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the Owner and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

1.8.3 Compensation for all work required for the submittal and approval of As-Built Drawings shall be included in the various pipelining items contained in the Proposal.

1.9 WARRANTY

1.9.1 The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the liner to be free from defects in raw materials for one (1) year from the date of final payment made by the Owner. The Contractor shall warrant the liner installation for a period of one (1) year. During the Contractor warranty period any defect, which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.7 CIPP Repair/Replacement.

1.9.2 After a pipe section has been lined and for a period of time up to one (1) year following completion of the project, the Owner may inspect all or portions of the lined system. The specific locations will be selected by the Owner and will include all sizes of CIPP from this project. If it is found that any of the CIPP has developed abnormalities since the time of Post Construction Television Inspection, the abnormalities shall be repaired and/or replaced as defined in Section 1.7 CIPP Repair/Replacement. If, after inspection of a portion of the lined system under the contract, problems are found, the Owner may televise all the CIPP installed on the contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.7 CIPP Repair/Replacement and per the original specifications, all at no additional cost to the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 The CIPP System must meet the chemical resistance requirements of these contract

documents.

2.1.2 All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the Owner. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

2.2 FABRIC TUBE

2.2.1 The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, fiberglass or material as approved by the City and meet the requirements of ASTM F 1216, ASTM F 1743, 5813 & ASTM F2019. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.

2.2.2 The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

2.2.3 The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.

2.2.4 The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wetout) procedure.

2.2.5 No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant.

2.2.6 The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

2.2.7 Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

2.2.8 The outside of the fabric tube shall be marked every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.

2.2.9 The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

2.2.10 The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 1.0 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

2.3 RESIN

2.3.1 The resin shall be a corrosion resistant polyester, vinyl ester resin or epoxy resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

2.4 STRUCTURAL REQUIREMENTS

2.4.1 The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

2.4.2 The CIPP shall be designed as per ASTM standards. The CIPP design shall assume no bonding to the original pipe wall and fully deteriorated pipe conditions.

2.4.3 The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 33% of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.

2.4.4 The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed below.

2.5 MINIMUM PHYSICAL PROPERTIES

**FOR BIDDING PURPOSES PLEASE NOTE: FULLY
 DETERIORATED PIPE CONDITIONS SHALL BE
 CALCULATED USING ONLY ASTM F1216-07a AND
 EARLIER METHODS**

Property	Test Method	Cured Composite Per ASTM F-1216	Cured Composite Per Design
Flexural Modulus of Elasticity	ASTM D-790	250,000psi min. per ASTM F1216	Contractor Value
		400,000psi min. for enhanced resin	Contractor Value
Flexural Strength	ASTM D-790	4,500psi min.	Contractor Value

2.5.1 The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer (see section 1.4) and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:

Design Safety Factor	2.0
Creep Retention Factor	33%
Ovality	2%
Constrained Soil Modulus	700psi
Groundwater Depth	Pipe invert depth.
Soil Depth (pipe invert depth)	As specified or indicated on the CIPP Sewer Line Data Sheets
Live Load	Highway or Railroad as applicable

Soil Load (assumed)	120 lb/cu. Ft.
Minimum service life	50 years

**FOR BIDDING PURPOSES PLEASE NOTE: FULLY
DETERIORATED PIPE CONDITIONS SHALL BE
CALCULATED USING ONLY ASTM F1216-07a AND
EARLIER METHODS**

2.5.2 The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications. Certified material test results shall be included that confirm that all materials conform to these specification and/ or the pre-approved system. Materials not complying with these requirements will be rejected.

2.5.3 The design soil modulus may be adjusted based on data determined from detailed project soil testing results as provided by the Owner in the contract documents.

PART 3 INSTALLATION

3.1 CONSTRUCTION REQUIREMENTS

3.1.1 Preparation, cleaning, inspection, sewage by-passing and public notification. The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will effect the installation and the final CIPP product delivery to the Owner, shall be removed and disposed of at the City of Santa Fe Wastewater Treatment Plant.

3.1.2 The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a joint less and continuous structurally sound liner able to withstand all imposed static, and dynamic loads on a long-term basis.

3.1.3 The Contractor may, under the direction of the Owner, utilize any of the existing manholes in the project area as installation access points. Gaining access to a manhole that is paved over is incidental to the work. **The Contractor is advised that some manholes have water and/or gas lines going through them and access through these manholes is incidental to the work.** If a street must be closed to traffic because of the location of the sewer, the Contractor shall furnish a detailed traffic control plan and all labor and equipment necessary. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control. **Traffic control is a separate bid item from the CIPP work.**

3.1.4 Cleaning of Pipe Lines - THE CONTRACTOR IS RESPONSIBLE FOR CLEANING THE SEWER LINES USING CONVENTIONAL SEWER CLEANING EQUIPMENT AT THE BID

PRICE REGARDLESS OF THE NUMBER OF CLEANING PASSES REQUIRED OR THE TYPE, SIZE AND AMOUNT OF DEBRIS. The Contractor shall remove **ALL** internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications and as determined by the City Project Engineer. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. The Owner will designate a site for the disposal of all debris removed, from the Owner's sewer system, as a direct result of the cleaning operation. The site will be located within the City of Santa Fe Wastewater Treatment Plant. Compensation for debris disposal for pipe line cleaning shall be included in the unit bid price for CIPP installation.

3.1.5 By-passing Existing Sewage Flows - The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. Service connection effluent may be plugged only after proper notification to the affected residence. Installation of the liner shall not begin until the Contractor has installed a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the lining process has begun, existing sewage flows shall be maintained, until the resin/felt tube composite is fully cured, cooled down, fully televised and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Owner at least 7 days in advance and with the property owners and businesses at least 3 business days in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The Contractor shall submit a detail of the bypass plan and design to the Owner before proceeding with any CIPP installation. Compensation for by-pass pumping and all associated plans, traffic control, message boards and approvals shall be included in the unit bid price for CIPP installation

3.1.6 Contractor shall perform post-cleaning video inspections of the pipelines. Only certified personnel trained in locating breaks, obstacles and service connections by closed circuit television shall perform the inspection. The Contractor shall provide the Owner a copy of the pre-cleaning and post-cleaning video and suitable log, and/or in digital format for review prior to installation of the CIPP and for later reference by the Owner.

3.1.7 Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP. Protruding taps or service connections which obstruct or hinder the insertion of the liner shall be removed by remote cutter. Cost of removing protruding pipe shall be included in the unit price bid for CIPP. If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that will prohibit proper installation of the CIPP, the Contractor may be directed by the Owner to correct the problem(s) prior to lining by utilizing open cut repair methods. The Contractor shall be compensated for this work under a contingency pay item designated for open cut

point repairs. Removal of any obstructions that cannot be removed by conventional sewer cleaning equipment including Vactors, Rodders and Bucket Machines shall be considered as a changed condition and shall be compensated for on a price basis in accordance with the contract documents.

3.1.8 The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP. As directed by the Owner, existing connections will be dye tested to determine whether or not the connection is live or abandoned. The cost for dye testing of existing service connections shall be compensated at the unit price bid in the Proposal for Dye Testing of Existing Service Connections. In the event the status of a service connection cannot be adequately defined, the Owner will make the final decision, prior to installation and curing of the liner, as to the status. Typically only service connections deemed “active” shall be reopened by the Contractor.

3.1.9 The Contractor shall be allowed use of water from an Owner-approved fire hydrant in the project vicinity and shall use a City provided water meter. Use of an approved double check backflow assembly (or equal measure) shall be required. Contractor shall provide his own approved assembly. Contractor shall pay current market price for all water usage. **See Special Provisions Section 6.02 for costs, deposits and fees.**

3.2 INSTALLATION OF LINER

3.2.1 The CIPP Liner shall be installed and cured in the host pipe per the manufacturer’s specifications as described and submitted in the PWS.

3.2.2 CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:

3.2.3 The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

3.2.4 Prior to installation and as recommended by the manufacturer, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.

3.2.5 Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer’s recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer’s recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

3.3 COOL DOWN

3.3.1 The Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations as described and outlined in the PWS.

3.3.2 Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations

3.4 FINISH

3.4.1 The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.

3.4.2 Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense, in accordance with the procedures submitted under Section 1.7 CIPP Repair/Replacement.

3.4.3 The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.

3.4.4 Liner shall be tight to the existing sewer pipe with no evidence of an annular space between the service pipe and the liner. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a water tight connection.

3.4.5 If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.

3.4.6 Compensation shall be at the actual length of cured-in-place pipe installed. The length shall be measured from center of manhole to center of manhole. The unit price per linear foot installed shall include all materials, labor, equipment and supplies necessary for the complete CIPP liner installation. Compensation for service connection sealing shall be at the unit price bid therefore in the Proposal.

3.5 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES AND DROP MANHOLES

3.5.1 A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls in accordance with the CIPP System manufacturer's recommendations to provide a watertight seal at the insertion and termination points in the manholes. The Contractor shall be responsible for the removal of roots from the manhole at the interface of the CIPP liner and manhole wall when required.

3.5.2 Existing services shall be internally or externally reconnected unless indicated otherwise in

the contract documents.

3.5.3 Reconnections of existing services or drop manholes shall be made after the CIPP has been installed, fully cured, and cooled down. It is the CONTRACTOR'S responsibility to make sure that all active service and drop manhole connections are reconnected.

3.5.4 External reconnections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.

3.5.5 A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least 95 percent of the service or drop manhole connection opening and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall be smooth and shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris.

3.5.6 In the event that service or drop manhole reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.

3.5.7 Coupons of pipe material resulting from service/drop manhole tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.

3.5.8 Compensation shall be at the actual number of services/drop manholes re-connected using either internal or external means as contained in the unit bid. The unit price bid per service line reconnected shall include all materials, labor, equipment and supplies necessary to complete the work as required in these specifications.

3.6 TESTING OF INSTALLED CIPP

3.6.1 The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor. All materials testing shall be performed at the Contractor's expense, by an independent third party laboratory approved by the Owner as recommended by the CIPP manufacturer. The Contractor will be reimbursed for actual Lab testing costs and shipping from the bid allowance for testing in the bid documents. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

3.6.2 The Contractor shall provide samples for testing from the actual installed CIPP liner. Samples shall be provided, at a minimum from each inversion length per 1000 linear feet of CIPP installed. The Samples shall be large enough to provide a minimum of three specimens or as required by the ASTM method. The sample coupon shall be cut from a central portion of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. All curing, cutting and identification of samples will be

witnessed by the Owner and transmitted by the Contractor to the testing laboratory. On pipelines where restrained samples cannot be made or for pipe that is greater in diameter than is practical to produce restrained samples, the Owner may at its discretion, require plate samples cured with the CIPP or designate a location in the newly installed CIPP where the Contractor shall take a sample. The opening produced from the sample shall be repaired in accordance with manufacturers recommended procedures. Plate samples shall be contained in a sample box and made from the same carrier tube material (same nominal thickness) and resin as used for the liner.

3.6.3 The laboratory results shall identify the test sample location as referenced to the nearest manhole and station. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet minimum requirements, the CIPP shall be repaired or replaced by the Contractor, at no additional cost to the Owner.

3.6.4 Chemical resistance - The CIPP system installed shall meet the chemical resistance requirements of ASTM standards. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements.

3.6.5 Hydraulic Capacity - Overall, the hydraulic capacity shall be maintained as large as possible. The installed CIPP shall at a minimum be equal to the full flow capacity of the original pipe before rehabilitation. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

3.6.6 The installed CIPP thickness shall be measured for each line section from manhole to manhole installed. If the CIPP thickness does not meet that specified in the contract and submitted as the approved design by the Contractor then the liner shall be repaired or removed. The liner thickness shall have tolerance of minus 5%, plus 10%. In man-entry size piping the Contractor shall remove a minimum of one sample or one sample every line section of installed CIPP, not meeting the specified design thickness, to be used to check the liner thickness. The samples shall be taken by core drilling 2-inch diameter test plugs at random locations selected by the Owner. As an alternative the Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed CIPP.

3.6.7 All costs, to the Contractor, associated with providing cured CIPP samples for testing shall be included in the unit bid price for the installed CIPP liner. Payment for all shipping and testing by a laboratory will be paid for, by the Owner, directly to the Contractor under the lump sum reserve for testing in the Bid Proposal.

3.7 FINAL ACCEPTANCE

3.7.1 All CIPP sample testing and repairs to the installed CIPP as applicable, shall be completed, before final acceptance, meeting the requirements of these specifications and

documented in written form.

3.7.2 The Contractor shall perform a detailed closed-circuit television inspection in accordance with ASTM standards, in the presence of the Owner after installation of the CIPP liner and reconnection of the side sewers. A radial view (pan and tilt) color TV camera shall be used. The camera shall be panned 360 degrees around the circumference of the pipe and along the wall of the finished pipe at 10 foot intervals. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner within five (5) working days of the liner installation. **All digital data shall be produced by software with Pipeline Assessment Certification Program (PACP) certification, PACP V4.2, (or latest version).** The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. If post installation inspection documentation is not submitted within five (5) working days of the liner installation, the Owner may at its discretion suspend any further installation of CIPP until the post installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.

3.7.3 Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.

3.7.4 Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed CIPP to the satisfaction of the Owner.

END OF SECTION

**SEWER PIPE/MANHOLE CLEANING
SECTION 500**

THE CITY OF SANTA FE HAS REVIEWED THE AVAILABLE VIDEO TAPES OF SEWERLINES IDENTIFIED FOR CIPP WORK. FOR BIDDING PURPOSES, THE CONTRACTOR WILL HAVE ACCESS TO VIDEO UPON REQUEST AND SHALL ASSUME THAT THE SEWER LINES LISTED HAVE NOT BEEN CLEANED IN THE PAST THREE YEARS AND REQUIRE ADDITIONAL CLEANING. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING THE LINES REGARDLESS OF THE NUMBER OF PASSES REQUIRED USING CONVENTIONAL SEWER CLEANING EQUIPMENT

NOTE: CITY VIDEO OF THE SEWER LINES IDENTIFIED FOR CIPP WORK ARE AVAILABLE BY REQUEST TO PROJECT ENGINEER

PART 1 - GENERAL

1.01 DESCRIPTION

- A. It shall be the responsibility of the Contractor to clear the lines of obstructions such as solids, roots, rocks, large rocks, grease, hanging gaskets, protruding services, spalling concrete pipe, grit, etc. If pre-installation inspection reveals an obstruction such as an off-set joint or sewer line collapse or deformation that will prevent the installation process and cannot be removed or repaired by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner prior to commencement of the work and shall be considered as a separate pay item as per the bid item in the Bid submittal. The Contractor shall remove all foreign materials from the interior of the pipeline including, but not limited to roots, debris, rocks, solids, sand, grease, sludge, grit, spalling concrete pipe, etc. All hanging gaskets and protruding services and other potential obstructions shall also be removed from the existing pipe. The sewer shall be closed-circuit televised (CCTV) prior to rehabilitation. The sewer pipe may be cleaned hydraulically and/or mechanically. The manhole shall be cleaned hydraulically and shall also include the initial washing of the manhole wall by high-pressure water jet. The manhole cleaning shall include the entire interior of the manhole including the manhole benches. The Contractor shall be responsible for the removal of roots from the manhole at the interface of the CIPP, PVC or HDPE liner and manhole wall when required and as required for the installation of the CIPP or HDPE pipe or liner. All cleaning equipment and devices shall be operated by experienced personnel. All cleaning shall proceed from the higher elevation to the lower elevation. Precautions shall be taken to protect the sanitary sewer pipes, particularly the corroded pipe crown, sidewalls and manholes from damage that might be caused by the cleaning process or equipment. The Contractor at no additional cost to the City shall repair any damage done to a sewer pipe or manhole by the Contractor to the satisfaction of the City.

- B. The sewer pipe cleaning and root sawing shall be done prior to the pre-rehabilitation CCTV inspection.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- Standard Specifications for the City of Santa Fe: Section 100
- Modifications to the New Mexico American Public Works Association Standard Specifications: Section 200
- Cured In Place Pipe (CIPP) Service Lateral Sealing System (SLSS): Section 400
- Sewer Pipe/Manhole Cleaning: Section 500.
- By-Pass Pumping: Section 600.
- Sewer Service Reconnection-Sewer Service Line Replacement-Sewer Main Line Replacement-Open Trench Excavation: Section 700.
- Lean Fill Construction: Section 800.

1.03 SUBMITTALS

The Contractor shall submit for the City's approval as part of the PWS (Section 2001-1.3) prior to any planned cleaning, the description of and the performance capabilities of the cleaning equipment proposed for use on the project. If the proposed sanitary sewer cleaning equipment does not achieve the performance specifications, the Contractor shall submit and/or demonstrate different equipment and/or attachments, as required, to meet specifications. More than one type of equipment/attachments may be required at a location. A suitable sand trap, weir, dam, or suction shall be constructed in the downstream manhole to prevent debris, etc. from passing through the downstream manhole in such a manner that all the solids and debris are trapped for removal and approved disposal.

1.04 MEASUREMENT AND PAYMENT

For all sewer line and manhole cleaning, the unit price bid per linear foot for CIPP pipe, HDPE pipe or PVC pipe installation shall be full compensation for all labor, water, equipment, by-pass pumping, pre and post cleaning, video inspection and any re-inspection required. This includes the collection, removal, transportation, and approved disposal of all sand, debris, roots, and liquid wastes to legal disposal site(s). Cleaning shall also include the initial washing of the manhole wall by high-pressure water hose. Further washing/cleaning of pipes required prior to pipe rehabilitation shall be incidental. Locating, exposing, and opening the manholes on the sewers to be cleaned shall be incidental to the work and no separate payment will be made. Any manhole frame or cover that is dismantled or damaged during the cleaning process shall be repaired at no additional cost to the City.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION

3.01 HYDRAULIC CLEANING

When using hydraulically propelled devices, precautions shall be taken to insure that the water pressure created does not cause damage or flooding to public or private property. The Contractor shall not increase the hydraulic gradient of the sanitary sewers to an elevation that could cause overflow of sewage into area waterways.

3.02 MECHANICAL CLEANING

Mechanical cleaning shall be accomplished with approved equipment and accessories driven by power winch devices. Buckets, scrapers, scooters, porcupines, kites, heavy-duty brushes, metal pigs and other debris removing equipment/accessories shall be used in conjunction with the approved power machine(s). Bucket machines shall be in pairs. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed.

3.03 WATER USAGE

Water may be obtained from fire hydrant(s) in conformance with Section 6 of the Special Provisions of these Contract Documents to meet the cleaning requirements of the equipment and the sewer.

3.04 REMOVAL AND DISPOSAL OF DEBRIS

- A. Remove all sludge, dirt, sand, rocks, grease, roots, hanging gaskets, protruding services and other solid or semi-solid material, etc., resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing of debris from upstream manhole section to downstream manhole section will not be allowed. All debris shall be loaded into an enclosed container that is approved by New Mexico Environmental Department for liquid waste hauling. The Contractor shall not be allowed to accumulate debris, and/or liquid waste sludge, etc., on the site except in totally enclosed containers.
- B. All solids or semi-solids resulting from the cleaning operations shall be removed from the site at the end of each workday and disposed of at the City of Santa Fe Wastewater Treatment Plant. **The removal, transfer from the work site and proper disposal of the debris is considered incidental to the CIPP installation Bid Item.**
- C. Under no circumstances shall sewage or solids removed in the cleaning process be dumped onto streets or into ditches, catch basins, storm drains, sanitary sewer manholes, cleanouts, or dumps. No cleaning shall be done prior to checking both the immediate upstream and downstream manholes for flow monitors or other mechanical devices.

3.05 ACCEPTANCE OF SEWER CLEANING WORK

Acceptance of sewer cleaning work shall be made upon the successful completion of the pre-rehabilitation television inspection. If the television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean, and re-inspect (CCTV) the sewer line until the television inspection is shown to be satisfactory. The Contractor at no additional cost shall do all such re-cleaning and CCTV re-inspection.

END OF SECTION

BY-PASS PUMPING SECTION 600

PART 1 - GENERAL

1.01 DESCRIPTION

This section describes the procedures for by-passing sewage while replacing/rehabilitating/video inspection/cleaning of the sewer pipes.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- Standard Specifications for the City of Santa Fe: Section 100
- Modifications to the New Mexico American Public Works Association Standard Specifications: Section 200
- Cured In Place Pipe (CIPP) Service Lateral Sealing System (SLSS): Section 400
- Sewer Pipe/Manhole Cleaning: Section 500.
- By-Pass Pumping: Section 600.
- Sewer Service Reconnection-Sewer Service Line Replacement-Sewer Main Line Replacement-Open Trench Excavation: Section 700.
- Lean Fill Construction: Section 800.

1.03 SUBMITTALS

- A. The Contractor shall submit for the Owner's approval, a written by-pass pumping plan at least 7 days prior to beginning of any individual construction process where by-pass pumping is needed. The plan shall contain a contingency plan in the event of pump(s) failure, the sequence of construction and a list of all piping, pumps, plugs, etc. required for each site.
- B. The Contractor shall submit the information of all the equipment to be used in by-pass pumping process including the capacity of pumps to be used.

1.04 MEASUREMENT AND PAYMENT

By-pass pumping will be incidental to the CIPP work item or sewer line repair/replacement item being performed. Said payment shall be complete compensation for all mobilization set-up, removal, installation, operation, and maintenance of all by-pass pump(s) system.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. When by-pass pumping is required, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the pipe section from manhole to manhole in which work is to be performed. The by-pass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor shall have on-site backup pumps capable of pumping 150% of the existing flow.
- B. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required at night, engines shall be equipped in a manner to keep noise to a minimum.
- C. The Contractor shall provide reliable sewer service to the users of the sanitary sewer at all times, so as to prevent backup and/or overflow into adjacent streets, ditches, storm sewers, and waterways during rehabilitation of the sewer pipes to allow for manhole construction, rehabilitation, and CCTV inspection.
- D. Traffic control plans where necessary shall be in conformance with Section 15 of the Special Provisions of these Contract Documents.

3.02 BY-PASS PUMPING

The pumping shall not begin until the City has approved the by-pass pumping plan. The Contractor shall be responsible for all required bulkheads, pumping equipment, piping, etc. to accomplish the sequence of construction. All pump(s) drivers shall have noise suppresser exhaust systems to mitigate the noise levels to less than 50db or 10db above ambient noise levels when measured at the property lines closest to the noise source.

END OF SECTION

**SEWER SERVICE RECONNECTION – SEWER SERVICE LINE REPLACEMENT –
SEWER MAINLINE REPLACEMENT BY OPEN EXCAVATION METHOD-
MANHOLE FRAME AND COVER ADJUSTMENT TO GRADE**

SECTION 700

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes the materials and procedures required to repair or replace all sewer service lines from the main or manhole to the property line, repair or replace the sewer main line and reconnect the sewer service lines to the existing or rehabilitated sewer pipes.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- Standard Specifications for the City of Santa Fe: Section 100
- Modifications to the New Mexico American Public Works Association Standard Specifications: Section 200
- Cured In Place Pipe (CIPP) Service Lateral Sealing System (SLSS): Section 400
- Sewer Pipe/Manhole Cleaning: Section 500.
- By-Pass Pumping: Section 600.
- Sewer Service Reconnection-Sewer Service Line Replacement-Sewer Main Line Replacement-Open Trench Excavation: Section 700.
- Lean Fill Construction: Section 800.

1.03 SUBMITTALS

- A. Submit Manufacturer's technical data with complete information on material, dimensions, and installation for the saddles, couplings, pipe, **concrete (4000psi minimum)**, asphalt, etc used in sewer service reconnections and sewer service and mainline replacements.

1.04 MEASUREMENT AND PAYMENT

- A. **SEWER SERVICE RECONNECTIONS AS PART OF A SEWER LINE REPAIR OR PIPE REPLACEMENT:** Measurement will be made for each sewer service reconnected as part of an open excavation for a point repair or pipe replacement. Payment for reconnecting sewer service connections by open excavation will be made at the unit price as set forth in the bid proposal for each sewer service reconnection for each size of lateral and will include the reconnection and up to of five (5) feet of sewer service line. Sewer service reconnection shall be measured per each for 4 inch and 6 inch diameter pipe sizes up to 6 feet deep and 6 feet to 10 feet deep as defined in the Bid Proposal. Payment shall include all mobilization, labor and materials for the excavation down to the pipe, installation of new service saddle

to the new or existing sewer pipe, backfill, compaction, removal and disposal of the existing pipe, 5 (five) linear feet minimum of new Sch 40 PVC service line pipe, installation of the new pipe including any couplings or fittings and other appurtenances to make the connection or reconnection to the existing sewer service and bypass pumping. **Removal and replacement of pavement, base coarse, sidewalk, curb and gutter will be paid for as a separate bid item as shown in the Unit Bid Schedule of Values. Traffic control will be paid on a cost plus 10% basis based upon invoice from traffic control contractor/provider.** Dirt areas shall be left in a raked smooth condition.

The Contractor is responsible for furnishing all labor, materials, equipment and incidentals necessary to reconnect all sewer laterals, including trenching, backfill, compaction, and trench excavation protection per Section 701 of the APWA Standard Specification and as modified by Section 200 of the contract, Modifications to New Mexico American Public Works Association (APWA) Standard Specifications. All street pavement sections replaced shall be for existing pavement thickness plus one inch. No vibratory compaction equipment shall be allowed without the written permission of the City's project engineer. The Contractor shall be responsible for locating all utilities prior to excavation. A permanent video record shall be made of the work area and surrounding structures prior to excavation to document the existing site conditions. The Contractor shall be responsible for the identification of existing site conditions adjoining the work area that require precautions outside the Contractor's scope of work. The Contractor shall notify the City's project engineer of any required precautions that are outside the Contractor's scope of work prior to beginning the work. All street cuts shall be saw cut or as approved by the City's Street Division. All street cuts typically require a preinspection by the City's Street Division.

- B. SEWER SERVICE LINES:** Measurement will be made for each sewer service line replaced by open excavation beyond the initial five (5) feet replaced with the reconnection of the service connection as directed by the Owner or Authorized Representative. Sewer service line replacement shall be measured per each for 4 inch and 6 inch diameter pipe sizes up to 6 feet deep, 6 feet to 10 feet deep, 10 feet to 16 feet deep as defined in the Bid Proposal. Payment shall include all mobilization, labor and materials for the excavation down to the pipe, installation of new sewer service line of new Sch 40 PVC pipe, backfill, compaction, removal and disposal of the existing pipe, installation of the new pipe including any couplings or fittings and other appurtenances to make the connection, reconnection to the existing sewer service with a non-shear coupling, surface restoration and bypass pumping. **Removal and replacement of pavement, base coarse, sidewalk, curb and gutter will be paid for as a separate bid item as shown in the Unit Bid Schedule of Values. Traffic control will be paid on a cost plus 10% basis based upon invoice from traffic control contractor/provider.** Dirt areas shall be left in a raked smooth condition.

The Contractor is responsible for furnishing all labor, materials, equipment and incidentals necessary to reconnect all sewer laterals, including trenching, backfill, compaction, and trench excavation protection per Section 701 of the APWA Standard Specification and as modified by Section 200 of the contract, Modifications to New Mexico American Public Works Association (APWA) Standard Specifications. All street pavement sections replaced shall be for existing pavement thickness plus

one inch. No vibratory compaction equipment shall be allowed without the written permission of the City's project engineer. The Contractor shall be responsible for locating all utilities prior to excavation. A permanent video record shall be made of the work area and surrounding structures prior to excavation to document the existing site conditions. The Contractor shall be responsible for the identification of existing site conditions adjoining the work area that require precautions outside the Contractor's scope of work. The Contractor shall notify the City's project engineer of any required precautions that are outside the Contractor's scope of work prior to beginning the work. All street cuts shall be saw cut or as approved by the City's Street Division. All street cuts typically require a preinspection by the City's Street Division.

C. SEWER MAINLINE REPAIRS: Measurement will be made for each sewer mainline replaced by open trench excavation as directed by the Owner or Authorized Representative. Sewer mainline replacement shall be measured per each group for 18 inch to 24 inch diameter pipe size for depths from 0 feet to 6 feet deep and 6 feet to 10 feet deep as defined in the Bid Proposal. Payment shall include all mobilization, labor and materials for the excavation down to the pipe, backfill, compaction, removal and disposal of the existing pipe, up to 10 linear feet of new SDR 35 PVC pipe, installation of the new pipe including any warning tape, reconnection of locate wires (bolt clamp with solder and rubber water proof tape to seal), couplings or fittings and other appurtenances to make the connection, surface restoration and bypass pumping. **Removal and replacement of pavement, base coarse, sidewalk, curb and gutter will be paid for as a separate bid item as shown in the Unit Bid Schedule of Values. Traffic control will be paid on a cost plus 10% basis based upon invoice from traffic control contractor/provider.** Dirt areas shall be left in a raked smooth condition. For estimating purposes, the Contractor may estimate that each pipe segment to be replaced under this pay item is 10 feet long or less. The Contractor is responsible for furnishing all labor, materials, equipment and incidentals necessary to reconnect all sewer laterals, including trenching, backfill, compaction, and trench excavation protection per Section 701 of the APWA Standard Specification and as modified by Section 200 of the contract, Modifications to New Mexico American Public Works Association (APWA) Standard Specifications.

D. MANHOLE FRAME AND COVER ADJUSTMENTS:

Payment for manhole adjustments will be made at the fixed unit price per each manhole adjusted to grade. Work shall include mobilization, all necessary excavation, backfill and compaction, removal of existing concrete collar, installation of new 12 inch thick octagon concrete collar set flush with existing road asphalt surface, cleaning of work related material from inside of manhole to ensure unit is clear, and any other incidental work including removal and disposal of debris. **Work does not include asphalt removal and replacement. Asphalt removal and replacement is a separate bid item.** Bid item to be made on manhole adjustments requiring work on the existing frame and cover and adjustment rings involving depths from the existing finish grade/manhole rim to 24 inches deep. **The Contractor will be provided with City supplied manhole frames and covers (when required).** The Contractor shall coordinate final grade adjustment of manhole(s) with the City.

The contractor will reuse existing manhole frames and covers where possible. The contractor will save and transport to the Siler Yard site for use by the City any existing manhole frames and covers replaced in the field. **Bid prices will be for manhole frame and covers and concrete collars installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications or as directed by the City's authorized Project Manager.**

PART 2 - MATERIALS

- A. Material used for sewer service reconnections shall be a pre-fabricated one-piece saddle of cast grey iron with rust inhibitor paint and correctly contoured for the size and kind of pipe on which it is to be installed. The saddle shall be equipped with a neoprene gasket so that a complete seal is accomplished when the strap-on saddle is tightened with two (2) stainless steel bands, one on each side. Alternate sewer service connections shall require the written authorization of the City's Project Engineer.
- B. The new service line shall be connected to the existing service line with a "DFW No-Shear" coupling or approved equal, that is suitable for the size and material of the service lines being connected.
- C. Sewer service line pipe shall be Sch. 40 PVC and sewer mainline pipe shall be a minimum SDR 35 PVC
- D. Asphalt Mix shall be Plant Mix Super Pave SP IV using PG 64.22 or 70.22 as per the 2007 NMDOT Manual.

PART 3 - EXECUTION

3.01 REPAIRS-REPLACEMENT LOCATIONS

The exact location and number of service connections, service line replacements or sewer mainline replacements shall be determined from CCTV inspection tapes, and/or in the field. It shall be the Contractor's responsibility to accurately field locate all existing service connections, sewer service lines and sewer mainlines, including those that go to unoccupied or abandoned buildings or houses or vacant lots. The City shall review procedures used to determine live, inactive, stub-outs, and abandoned services.

3.02 NOTIFICATION OF SERVICE INTERRUPTION

The Contractor shall notify the occupants of the buildings with service connections when the service will be interrupted as per Section 400-1.3.10. The Contractor shall maintain sewer service throughout the construction period, without any spills or discharges to systems not approved.

3.03 EXCAVATION FOR RECONNECTIONS

- A. Excavation on private property shall be by hand or mini-excavator. For connections in front yards, stockpile soil on the street, not on grass, to avoid damage to grass.
- B. Wherever practical, as determined by the Engineer, the existing connection shall be left in place until immediately before the new connection is made. Open excavations with exposed sewage will not be allowed unless, in the opinion of the Engineer, they are necessitated by construction.
- C. Backfill of excavations shall not be made with standing sewage or water of any type. This applies to all backfill including service-main connections, service-customer connections, insertion pits, point repairs, and open-cut replacement of mains or service lines. All water shall be removed by pumps if standing more than 24 hours. Once standing water is removed, a firm base is required before backfill can begin. Base can be stabilized by adding cement and mixing with soil to absorb water; by adding 3/4" crushed rock; or by adding lean fill. Sand shall not be placed in standing water.

3.04 LEFT BLANK INTENTIONALLY

3.05 RECORD INFORMATION

All sewer services which are reconnected to the rehabilitated sanitary sewer pipe shall be properly documented on the Construction Drawings with the exact distances to the service connection from the nearest upstream manhole, the length of sewer service installed, and address of the property served.

END OF SECTION

**LEAN FILL CONSTRUCTION
SECTION 800**

All work and materials shall follow the specifications of the New Mexico Standard Specifications for Public Works Construction – Section 207 - except as noted

The Contractor has the option of using Lean Fill in place of conventional backfill and compaction when approved by the Project Engineer. The Lean Fill material, placement and the disposal of the excess material generated by the use of the Lean Fill shall be considered incidental to the item of work in which it is used and no separate or direct payment will be made for Lean Fill.

PART 1 - GENERAL New Mexico Standard Specifications for Public Works Construction

1.01 DESCRIPTION

- A. This work shall consist of furnishing and placing lean fill (Cementitious Control Density Fill) in compliance with the specifications, dimensions, and configurations shown on the plans or when requested by the Contractor and approved by the City Project Manager.
- B. The lean fill shall consist of a flowable mixture of portland cement, aggregates, mineral admixtures, admixtures and water.

1.02 MEASUREMENT AND PAYMENT

- A. When called for in the contract or when required by the Project Engineer, lean fill will be measured by the cubic yard complete in place. Measurement will be computed from actual field measurements by the Contractor and verified by the City Project Representative. Payment for the lean fill shall be at the contract unit price per cubic yard, complete in place, which shall include all labor, material and equipment required in placing the lean fill and removal and disposal of the excess material generated by the use of the lean fill.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- Standard Specifications for the City of Santa Fe: Section 100
- Modifications to the New Mexico American Public Works Association Standard Specifications: Section 200
- Cured In Place Pipe (CIPP) Service Lateral Sealing System (SLSS): Section 400
- Sewer Pipe/Manhole Cleaning: Section 500.
- By-Pass Pumping: Section 600.
- Sewer Service Reconnection-Sewer Service Line Replacement-Sewer Main Line Replacement-Open Trench Excavation: Section 700.
- Lean Fill Construction: Section 800.

PART 2 - MATERIALS

All materials shall meet the requirements for the respective items in the New Mexico Standard Specifications for Public Works Construction with the following exceptions:

2.01 MIX DESIGN

The mix design for the lean fill shall be approved by the Engineer. Material that is improperly graded or segregated, does not flow uniformly and consistently throughout the concrete mass, or fails to meet the requirements herein provided, shall be corrected or removed and disposed of immediately as directed by the Resident Project Representative, at the Contractor's expense.

2.02 CEMENT

One brand of approved cement shall be used during an individual placement. Cement shall be either Type I or Type II, low-alkali cement.

2.03 AGGREGATE –no change

2.04 WATER –no change

2.05 AIR ENTRAINING ADMIXTURES

Air entraining admixtures shall be proportioned to provide air entrainment of not less than 5 (five) percent and not greater than 35 (thirty five) percent in the combined mixture.

2.06 FLY ASH

Approved Class F or Class F/C blended fly ash shall be used. Class C fly ash may be used if the aggregate is non-reactive.

2.07 WATER REDUCING ADMIXTURES

Use of a water reducing admixture is optional.

2.08 PROPORTIONING AND PHYSICAL PROPERTY REQUIREMENTS

The cement slurry mix design shall be the Contractor's responsibility and shall be established in accordance with the following limits and as directed by the Project Engineer:

Compressive strength 28 days:	50 psi minimum to 150 psi maximum
-------------------------------	-----------------------------------

2.09 SAMPLING AND TESTING

The lean fill shall be tested in accordance with the requirements of ASTM C 39 - 86 with the following exceptions:

- A. The test specimens shall be cast in 4-inch by 8-inch cylinders perforated on the bottom with four (4) holes, .25 inches in diameter, so they may be free-draining.
- B. The test cylinders shall be kept in a moist environment but shall not be cured in a curing tank.
- C. A minimum of five (5) cylinders shall be molded from a single load of material for each 150 cubic yards. Cylinders shall be weighed and tested for compressive strength in accordance with the requirements of ASTM C 39. Two (2) cylinders shall be weighed and tested at seven (7) days, and two (2) cylinders shall be weighed and tested at twenty-eight (28) days, with one (1) hold cylinder.
- D. Field testing shall include standard tests for slump, air entrainment and unit weight. All test samples shall be taken at the discharge end of the bucket, chute, or pump immediately prior to placement.

PART 3 - EXECUTION

3.01 BATCHING, MIXING, AND TRANSPORTING

Batching, mixing, and transporting shall conform to the requirements of Section 101 - Portland Cement Concrete.

3.02 PLACING - none

3.03 APPLICATION OF LOAD

If it is desired to cover the lean fill prior to 24 hours, the material may be subjected to a load when the material exceeds a bearing capacity of 120 psi. The capacity will be considered acceptable when a person weighing at least 150 lbs. does not sink into the material more than 1 inch when using their body weight as an axial load on a 4X4 wooded block which has been cut and placed on end.

3.04 WEATHER AND TEMPERATURE LIMITATIONS

- A. No flowable fill shall be placed at temperatures lower than 38 °F. Placement may start only when weather conditions are favorable and the temperature is at least 38 °F and rising. When the ambient temperature at the time of placement is less than 40 °F, the temperature of the lean fill placed shall not be less than 45 °F.
- B. Adequate precautions shall be taken to protect freshly placed flowable fill from sudden or unexpected rain.

END OF SECTION

MAPS AND TABLES

ATTENTION!!

CITY SEWER LINES SHOWN HERE MAY BE VIEWED AT THE CITY OF SANTA FE WEBSITE

Go to the City of Santa Fe website. At the top of the page, go to Governments then to Departments then to Land Use Department then to Building Permits. Click on Interactive Map at left of screen.

The GIS includes sewer lines, aerial views and more

**SEWER LINE VICINITY MAPS
TRAFFIC CONTROL ZONE MAPS
SEWER LINE DATA SHEETS**

SEWER LINE DATA SHEETS FOLLOWING THIS PAGE

SEWER MANHOLES ARE LISTED IN ORDER OF
LOCATION FROM UPSTREAM TO DOWNSTREAM

NOTE:

**FROM BEGINNING MANHOLE AA5 TO MANHOLE
SIL543 IS A 30 INCH DIAMETER LINE. REMAINDER
OF SEWER LINES ARE 18 INCH OR 24 INCH
DIAMETER**

FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation Project, CIP # 949,
Bid '15/01/B

FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation Project
Bid '15/01/B - CIP # 949,

SEWER LINE DATA-RUFINA STREET

MH NUMBER	SIZE (IN.)	LENGTH(FT.)	DEPTH(FT-IN)	SERVICES	VIDEO
AA5	30	33	6-6	?	NO
SIL543	18	37	5-0	?	NO
AA55	18	285	10'-0	0	YES
AA25	18	129	12-0	0	YES
AA99	18	318	10-2	0	YES
AA34	18	141	9-9	0	YES
AA46	18	254	9-7	1	YES
AA121	18	408	9-9	?	NO
AA57	18	308	12-1	1	YES
AA63	18	310	9-11	3	YES
AA65	18	100	9-2	1	YES
AA67	18	207	9-3	0	YES
AA68	18	318	7-4	5	YES
AA69	18	320	7-4	3	YES
AA70	18	125	8-2	0	YES
AA72	18	66	9-0	0	YES
AA75	18	130	8-6	0	YES
AA110	18	90	8-1	0	YES
AA76	18	226	7-11	0	YES
AA78	18	110	7-0	0	YES
AA111	18	211	7-7	0	YES
AA80	18	83	7-4	0	YES
AA82	18	416	7-2	0	YES
AA85	18	30	7-0	0	YES
AA112	18	140	6-10	0	YES
AA122	18	211	5-11	?	NO
AA89	18	402	6-6	1	YES
AA90	18	406	6-4	1	YES
AA87	18	405	6-3	0	YES
AA91	18	393	6-6	0	YES
AA96	18	400	7-0	2	YES
AA98	18	393	7-10	3	YES
AA107	18	284	7-10	0	YES
AA84	18	278	8-1	0	YES
AA56	18	391	7-5	3	YES
AA54	18	Does Not Exist-Misnamed		?	YES
AA45	18	65	7-5	2	YES
AA120	18	337	7-3	1	NO
AA59	18	197	4-5	0	YES
AA66	18	100	5-2	0	YES
AA73	18	292	5-6	0	YES

FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation Project, CIP # 949,
 Bid '15/01/B

FY 14/15 Wastewater Management Division Rufina Street Sanitary Sewer Line Rehabilitation Project,
 Bid '15/01/B - CIP # 949,

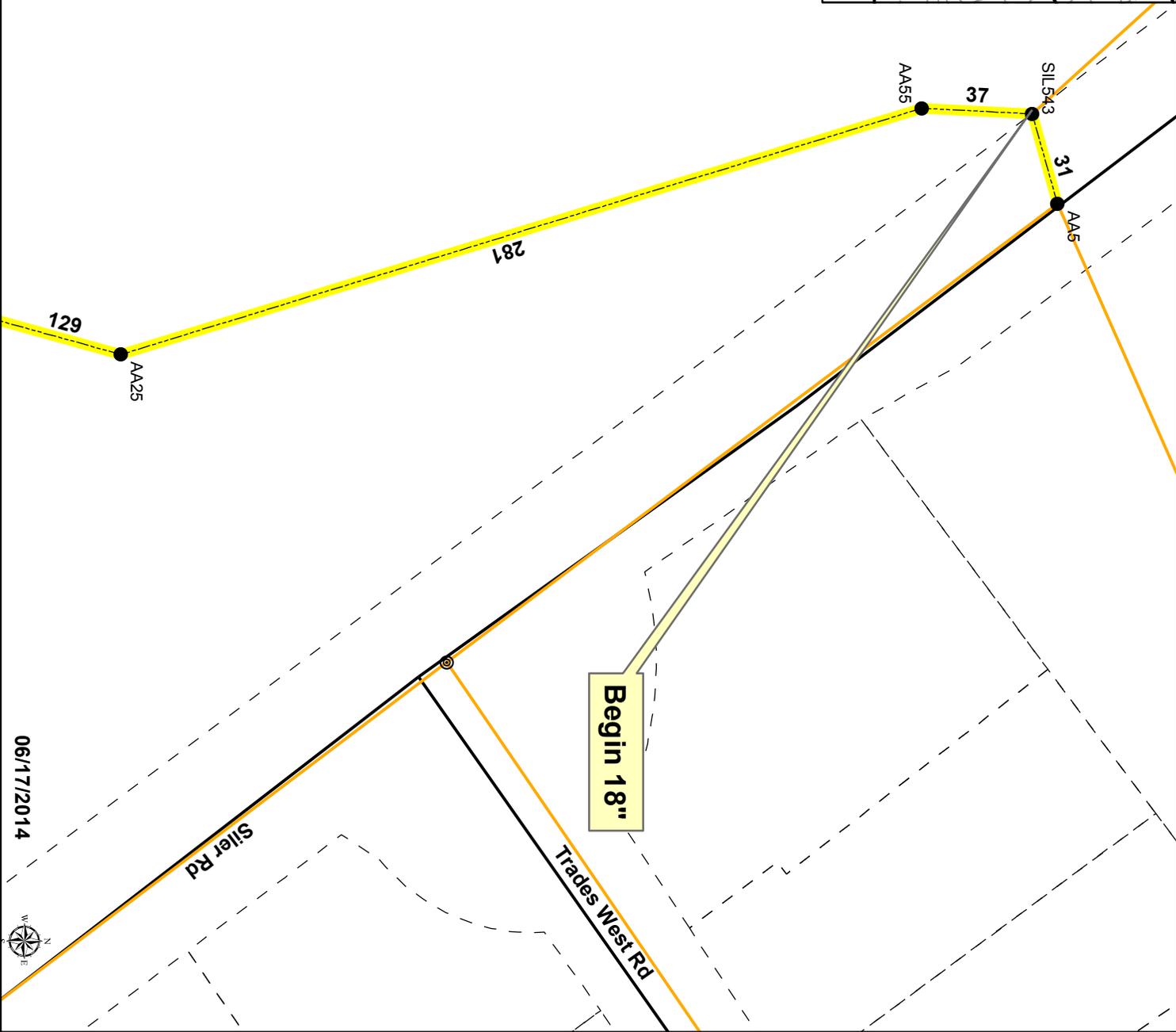
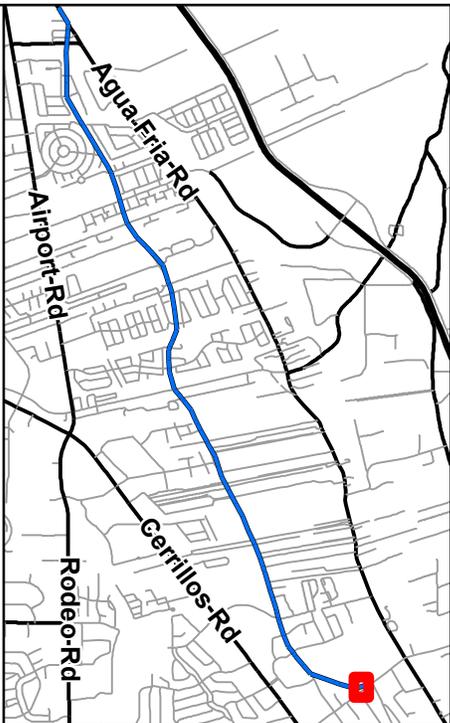
SEWER LINE DATA-RUFINA STREET

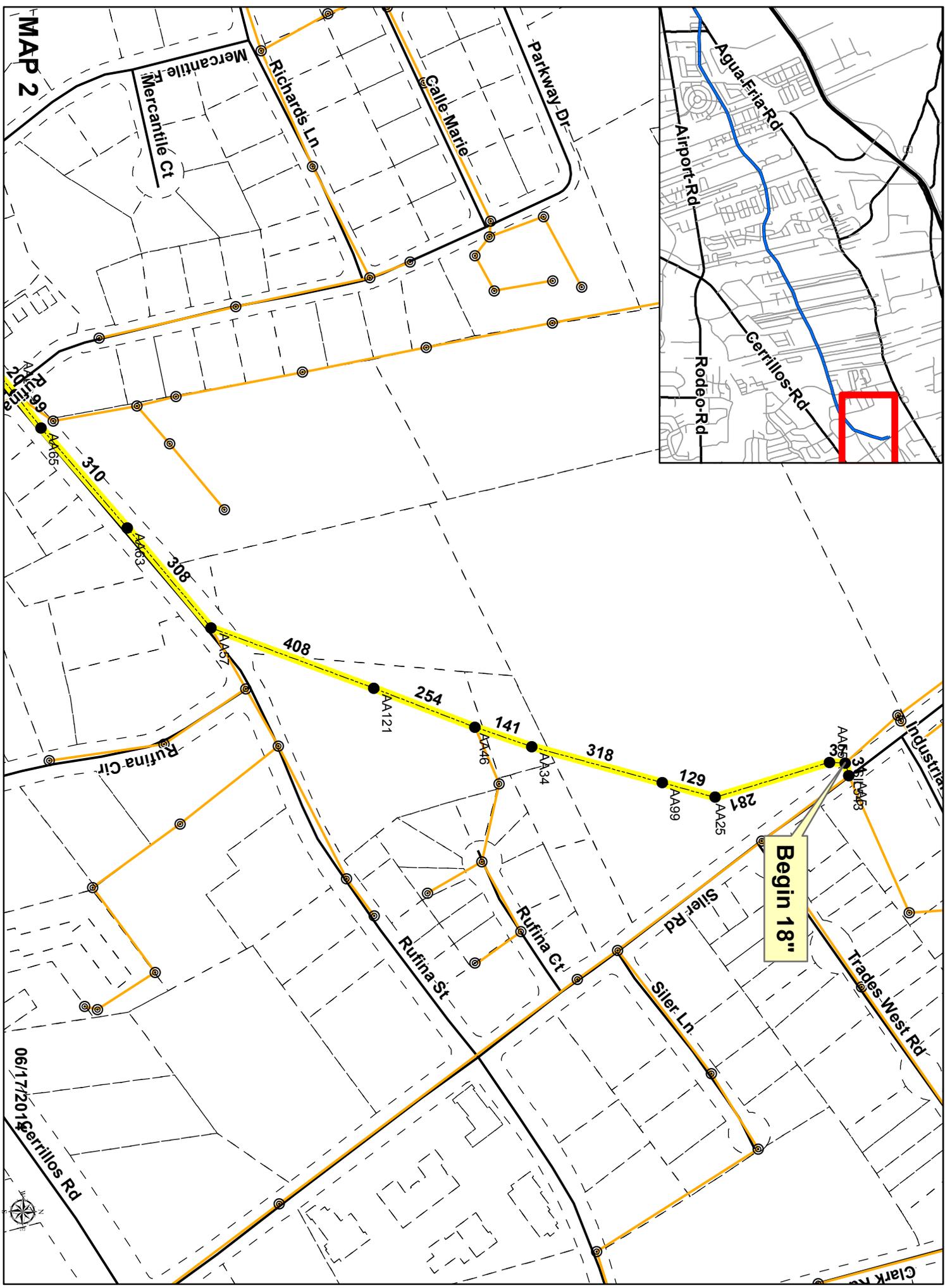
MH NUMBER	SIZE	LENGTH	DEPTH	SERVICES	VIDEO
AA86	18	302.00	7-4	0	YES
AA117	18	44.00	5-9	?	NO
AA116	18	60.00	5-4	?	NO
AA23	18	131.00	5-4	0	YES
AA28	18	160.00	5-9	1	YES
AA40	18	490.00	7-3	0	YES
AA41	18	100.00	6-9	0	YES
AA43	18	213.00	?	0	YES
AA114	18	61.00	6-7	0	YES
AA113	18	214.00	6-6	0	YES
AA1	18	95.00	6-0	?	NO
AA2	18	160.00	6-4	0	YES
AA36	18	41.00	5-9	0	YES
AA35	18	277.00	6-1	0	YES
AA32	18	546.00	5-10	0	YES
AA33	18	427.00	5-4	0	YES
AA38	18	17.00	4-9	0	YES
AA44	18	233.00	4-9	0	YES
AA115	18	12.00	5-5	0	YES
ARC492	18	121.00	5-7	?	NO
AA51	18	397.00	6-0	0	YES
AA64	18	331.00	5-5	0	YES
AA79	18	340.00	5-5	0	YES
AA106	18	332.00	5-9	0	YES
AA88	24	449.00	5-1	6	YES
AA26	24	318.00	6-8	1	YES
AA7	24	360.00	4-8	0	YES
AA3	24	364.00	8-0	0	YES
AA93	24	360.00	6-4	0	YES
AA103	24	18.00	7-8	0	YES
AA61	24	108.00	8-1	1	YES
AA47	24	100.00	7-7	0	YES
AA20	24	257.00	6-6	0	YES
AA119	24	242.00	5-9	?	NO
AA101	24	398.00	6-10	0	YES
AA95	24	383.00	6-0	0	YES
AA58	24	131.00	6-0	0	YES
AA118	24	295.00	6-0	?	NO
AA6	24	414.00	4-6	0	YES
AAO	24	391.00	7-0	0	YES
AA13	24	188.00	6-9	0	YES

SEWER LINE LOCATION MAPS FOLLOWING THIS
PAGE

NOTE:

**FROM BEGINNING MANHOLE AA5 TO MANHOLE
SIL543 IS A 30 INCH DIAMETER LINE. REMAINDER
OF SEWER LINES ARE 18 INCH OR 24 INCH
DIAMETER**





MAP 2

Mercantile
Mercantile Ct

Richards Ln

Galle Marie

Parkway Dr

Airport Rd

Agua Fria Rd

Cerrillos Rd

Rodeo Rd

Rufina Rd

310

308

408

254

141

318

129

281

331

348

Rufina Cir

Industrial

Begin 18"

Rufina St

Rufina Ct

Siler Rd

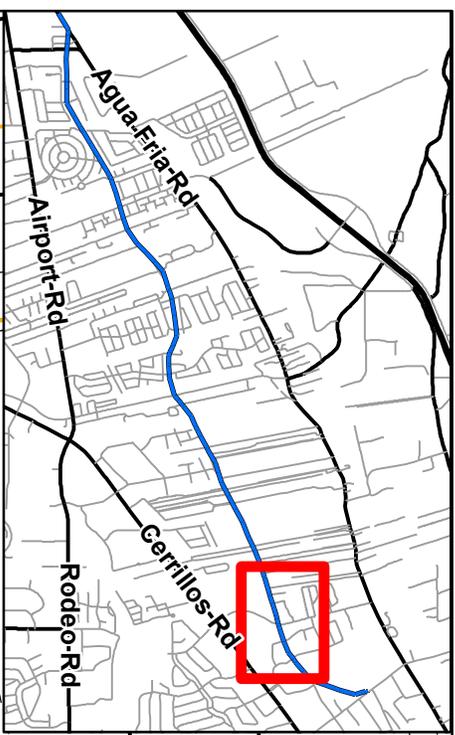
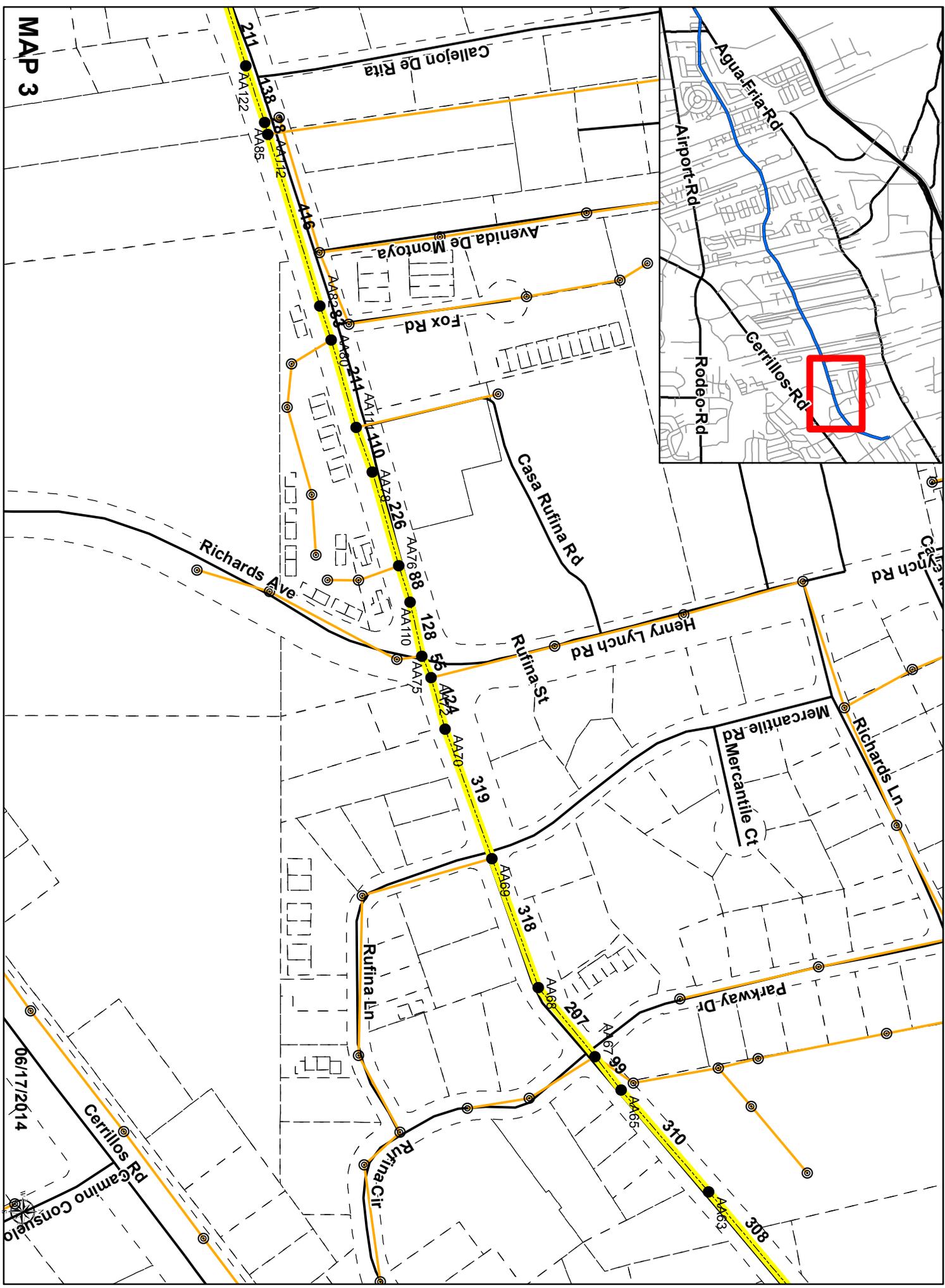
Siler Ln

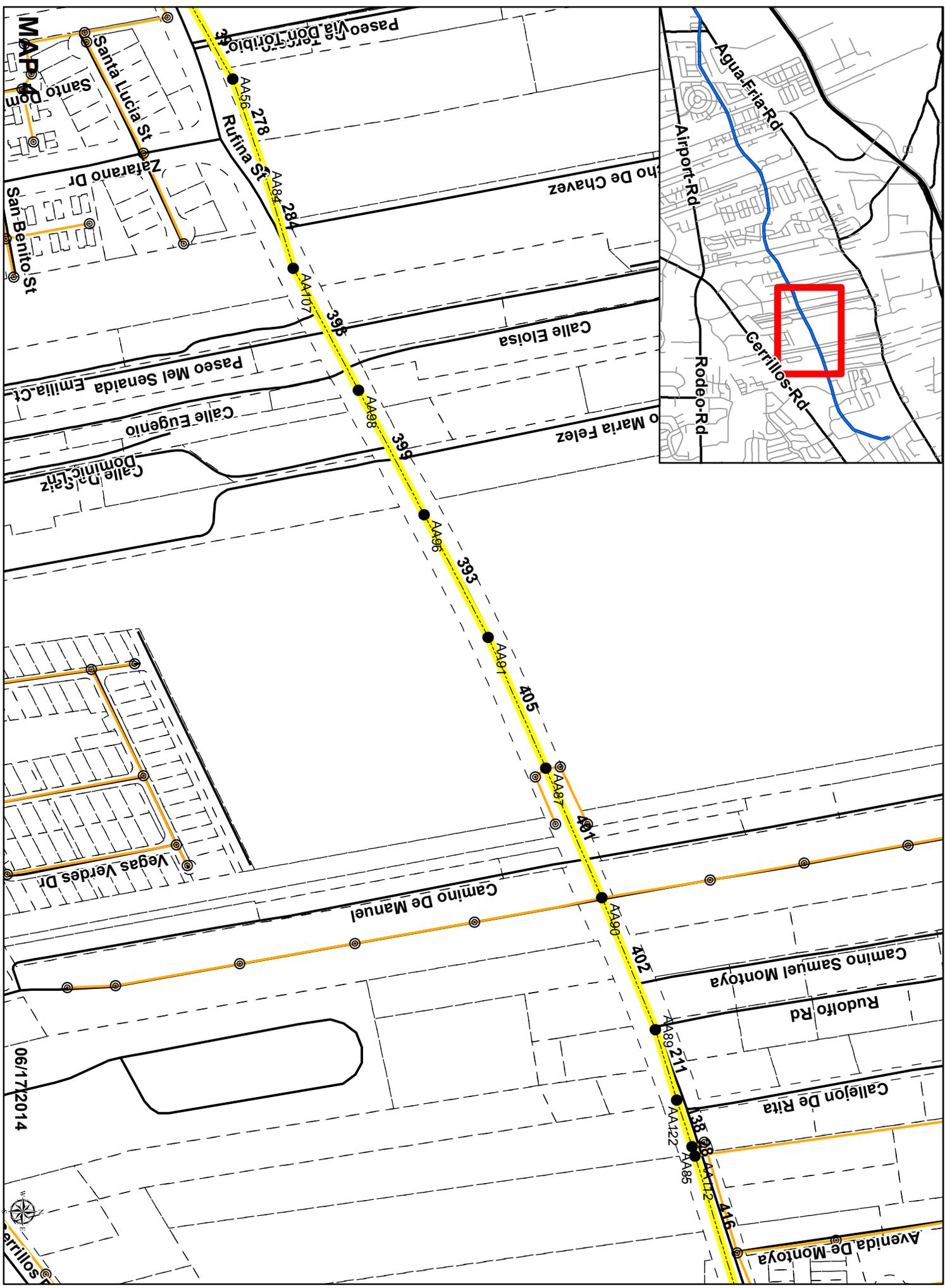
Trades West Rd

06/17/2014
Cerrillos Rd



Clark Rd





MAP Don

Santa Lucia St

Zafarano Dr
San Benito St

Rufina St

AA84 284
AA107 383

Paseo Mel Senaida Emilia Ct

Calle Eugenio

Calle Daisaiz
Dominic

Calle Eloisa

o Maria Felez

AA96 393

AA91 405

AA87 401

Camino De Manuel

AA90 402

AA89 211

AA122 135

AA85 419

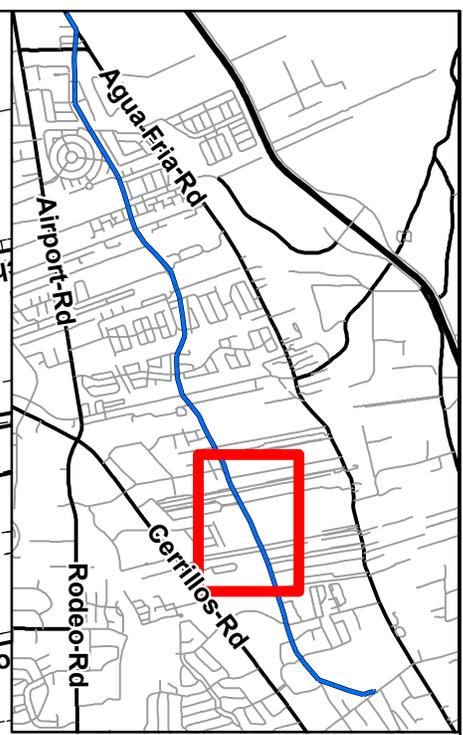
Camino Samuel Montoya

Rudolfo Rd

Callejon De Rita

Avenida De Montoya

06/17/2014

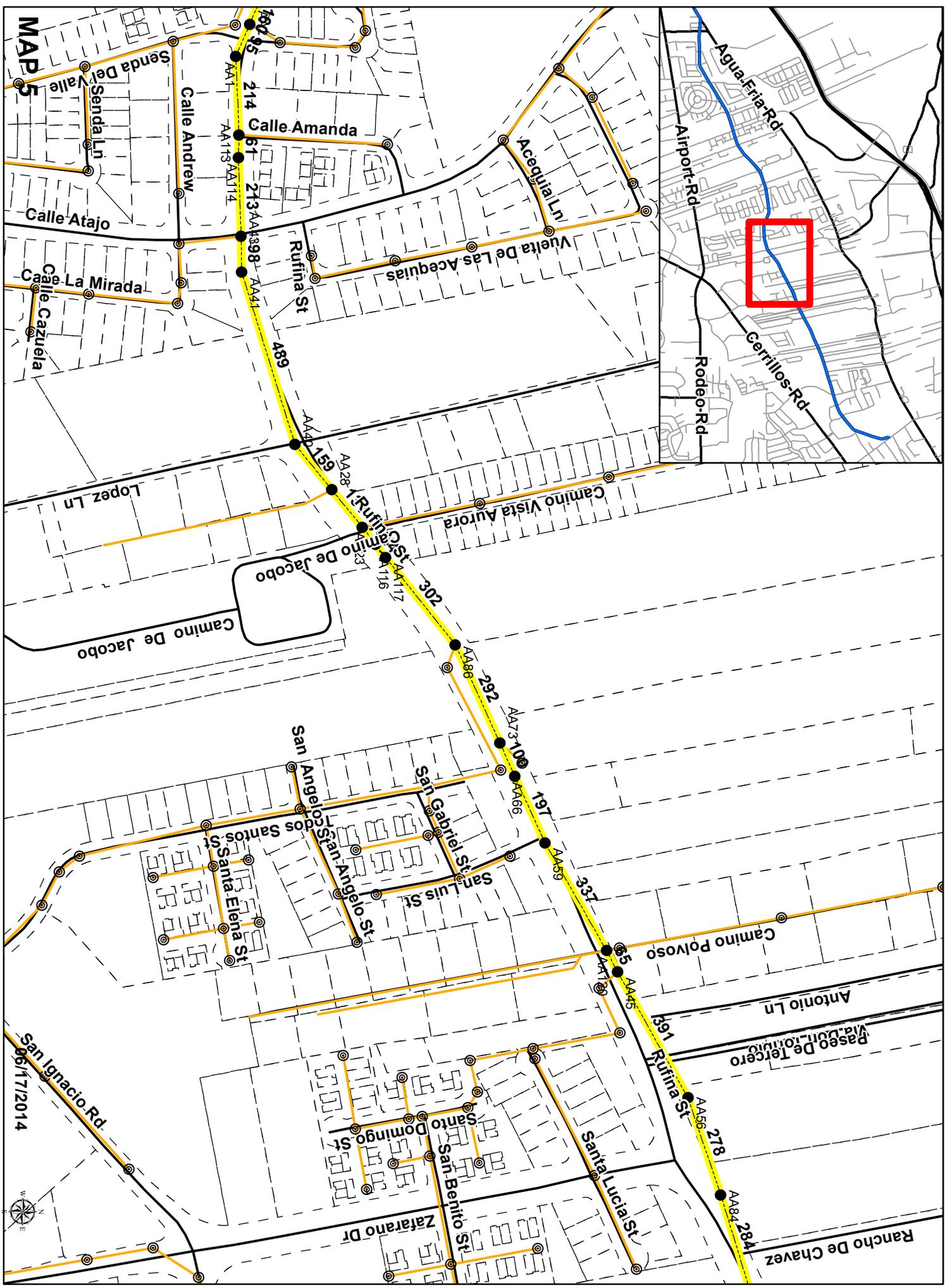


Agua Fria Rd

Airport Rd

Rodeo Rd

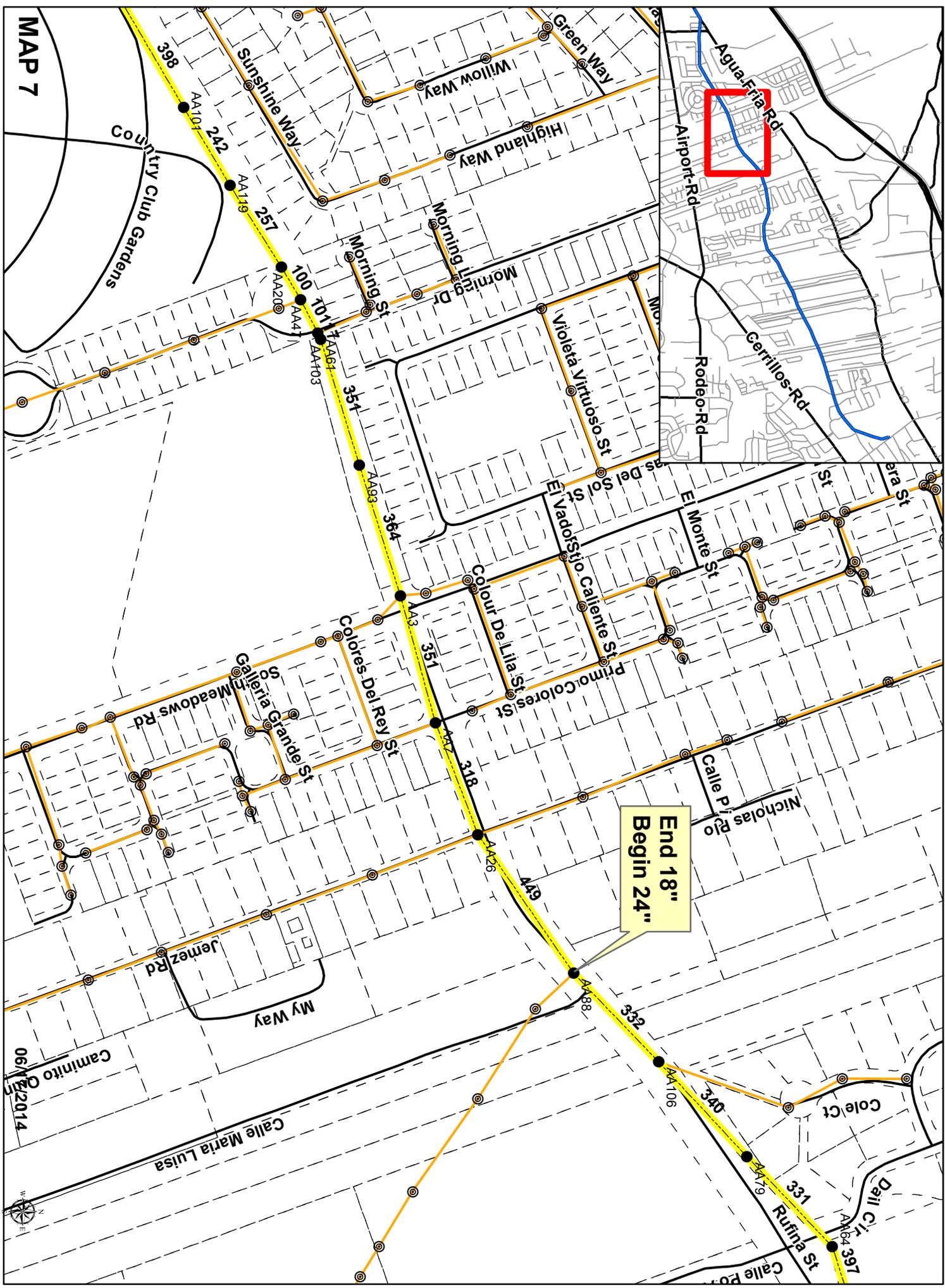
Cerrillos Rd



MAP 5



09/17/2014



MAP 7

06/18/2014



End 18"
Begin 24"

Country Club Gardens

398

Sunshine Way

242

257

100

101

7

AA101

AA119

AA200

AA4

AA403

AA61

AA93

351

384

AA3

AA37

AA26

AA49

AA38

AA106

AA34

AA47

AA31

AA94

AA63

Willow Way

Highland Way

Morning Dr

Morning St

Violeta Virtuoso St

St Del Sol

Agua Fria Rd

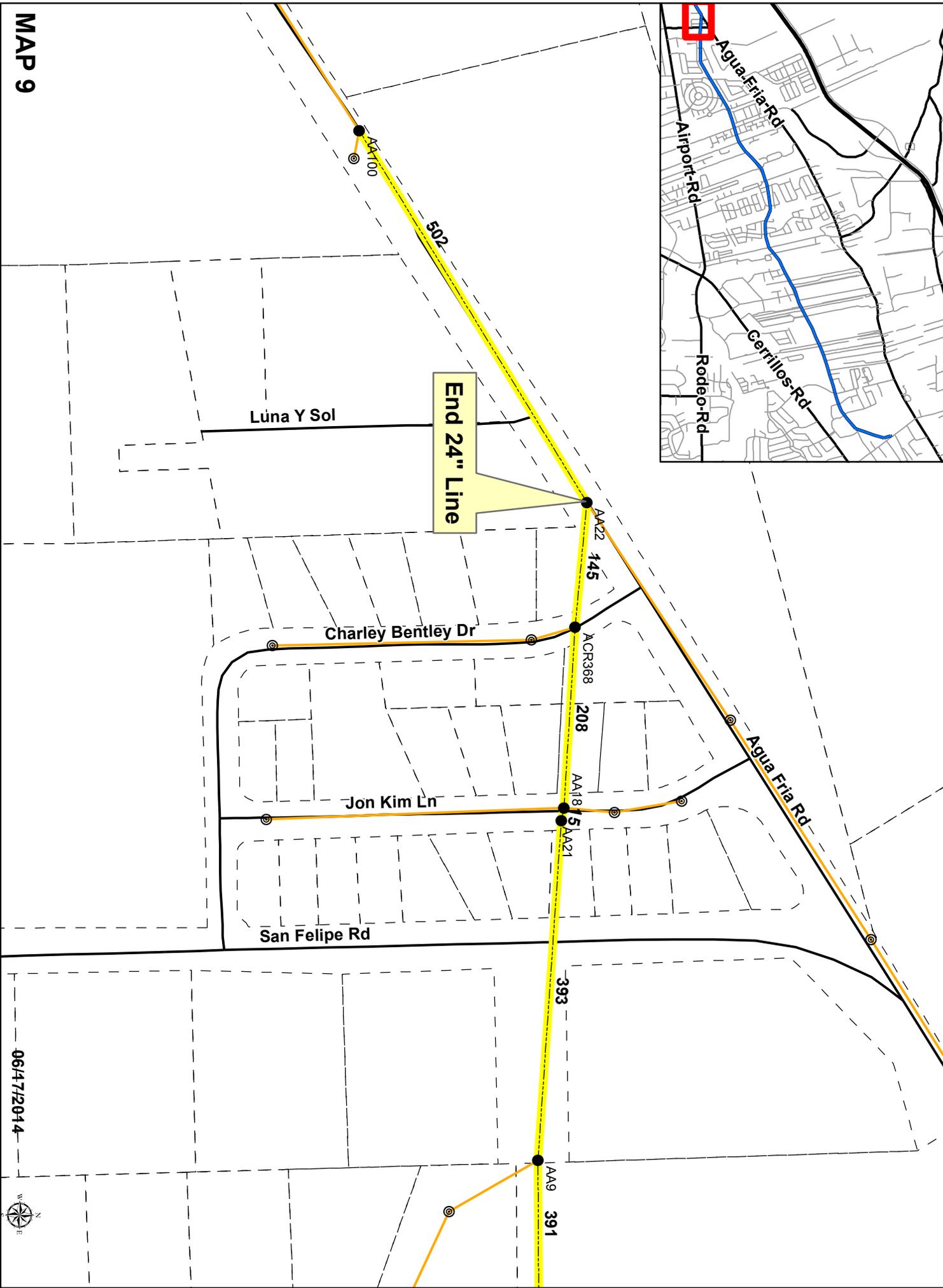
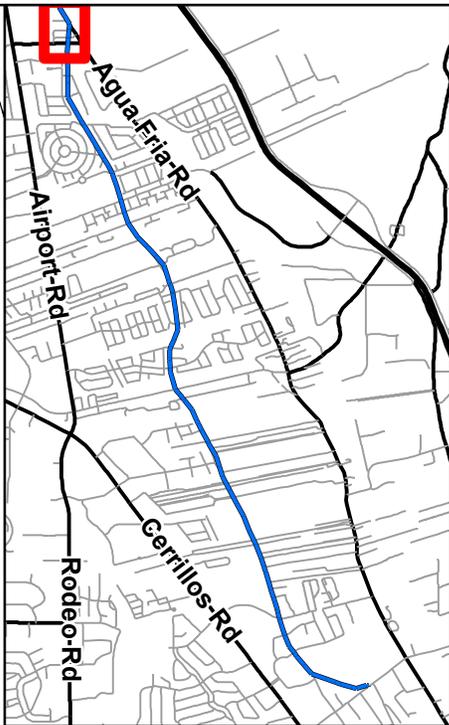
Airport Rd

Rodeo Rd

Cerrillos Rd

St

Colours Del Rey St



06/4/7/2014

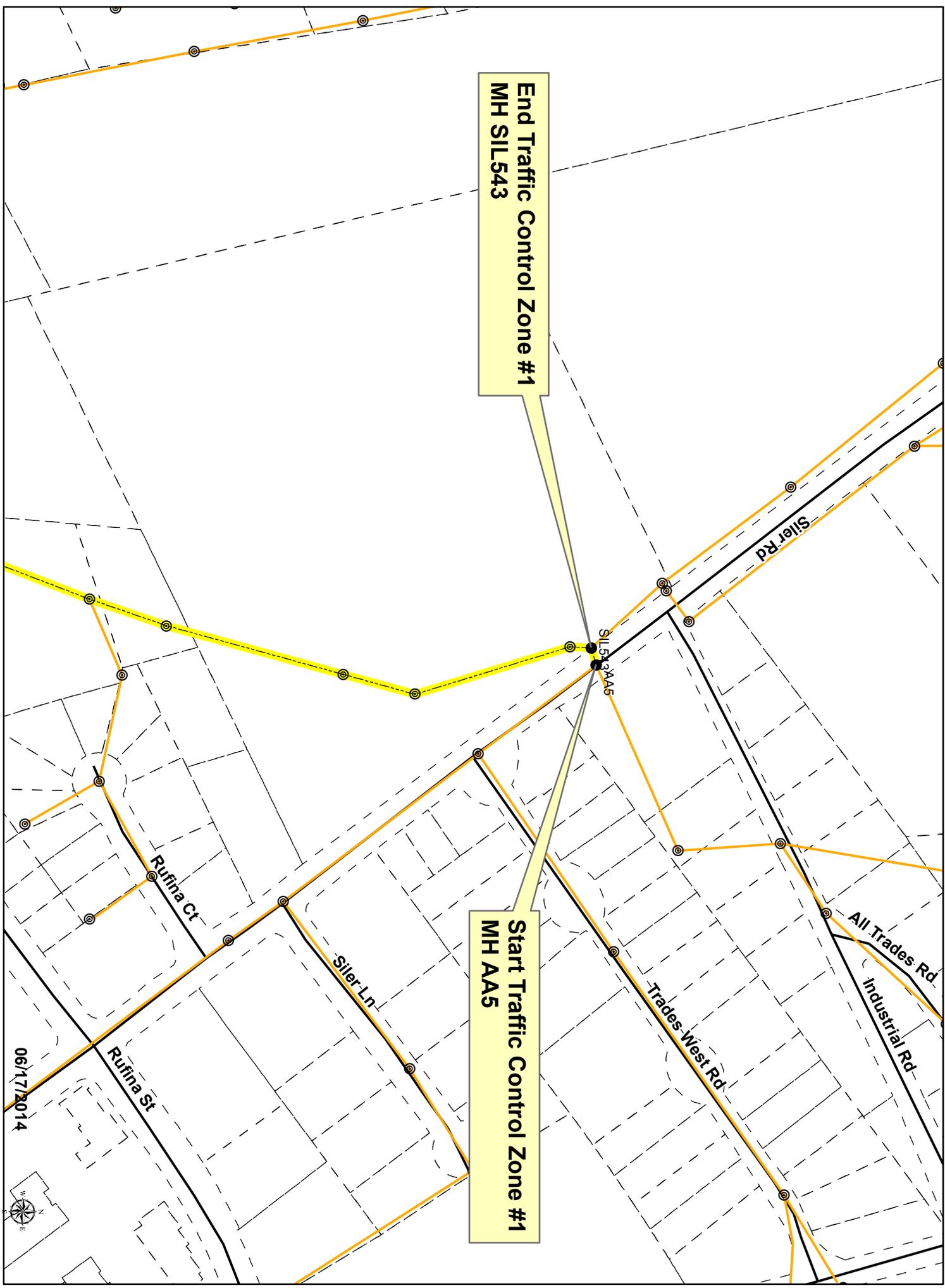


**TRAFFIC CONTROL ZONE MAPS FOLLOWING THIS
PAGE**

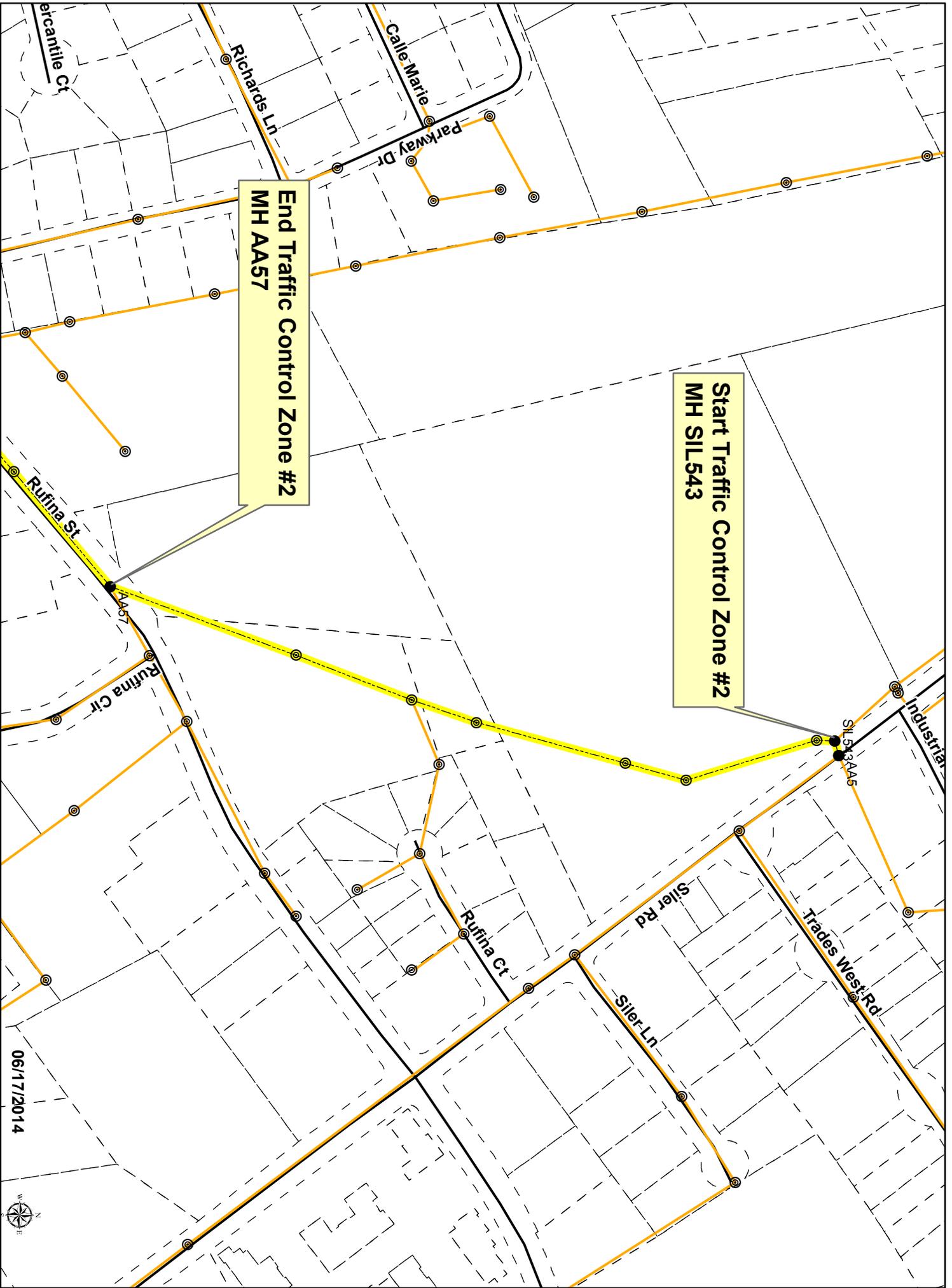
Rufina Sewer Line Traffic Control - Zone #1

**End Traffic Control Zone #1
MH SIL543**

**Start Traffic Control Zone #1
MH AA5**



Rufina Sewer Line Traffic Control - Zone #2



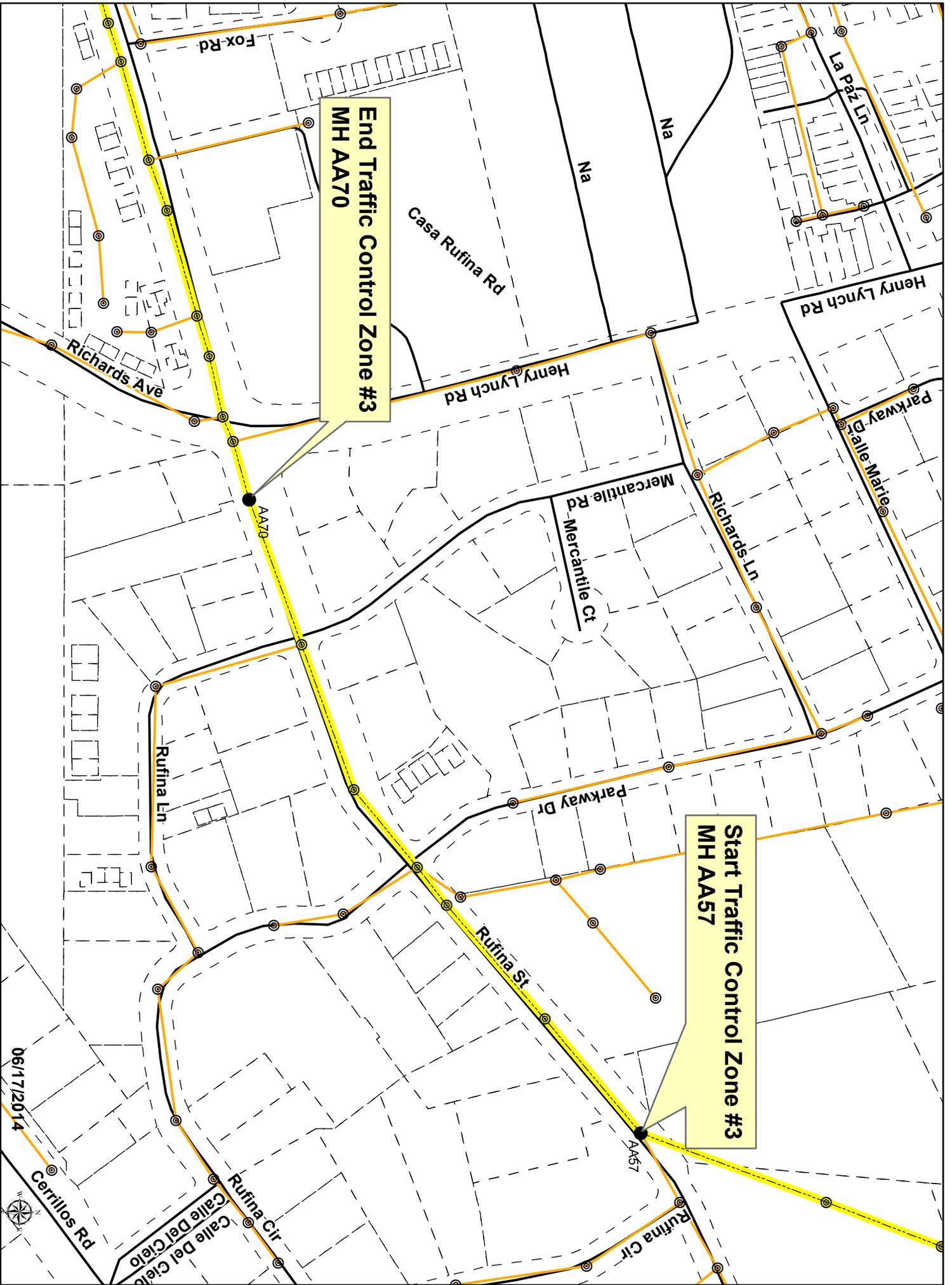
Start Traffic Control Zone #2
MH SIL543

End Traffic Control Zone #2
MH AA57

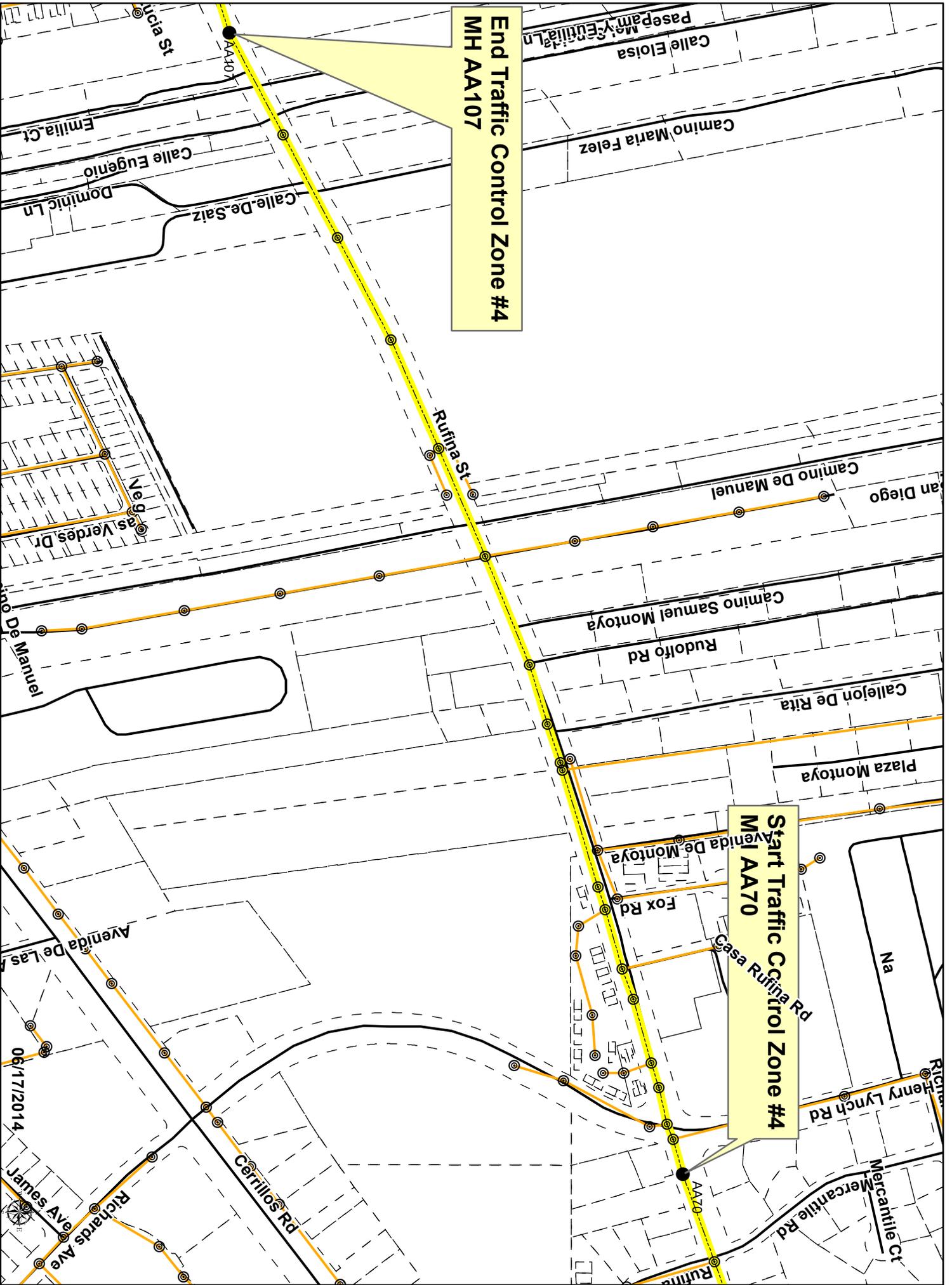
06/17/2014



Rufina Sewer Line Traffic Control - Zone #3



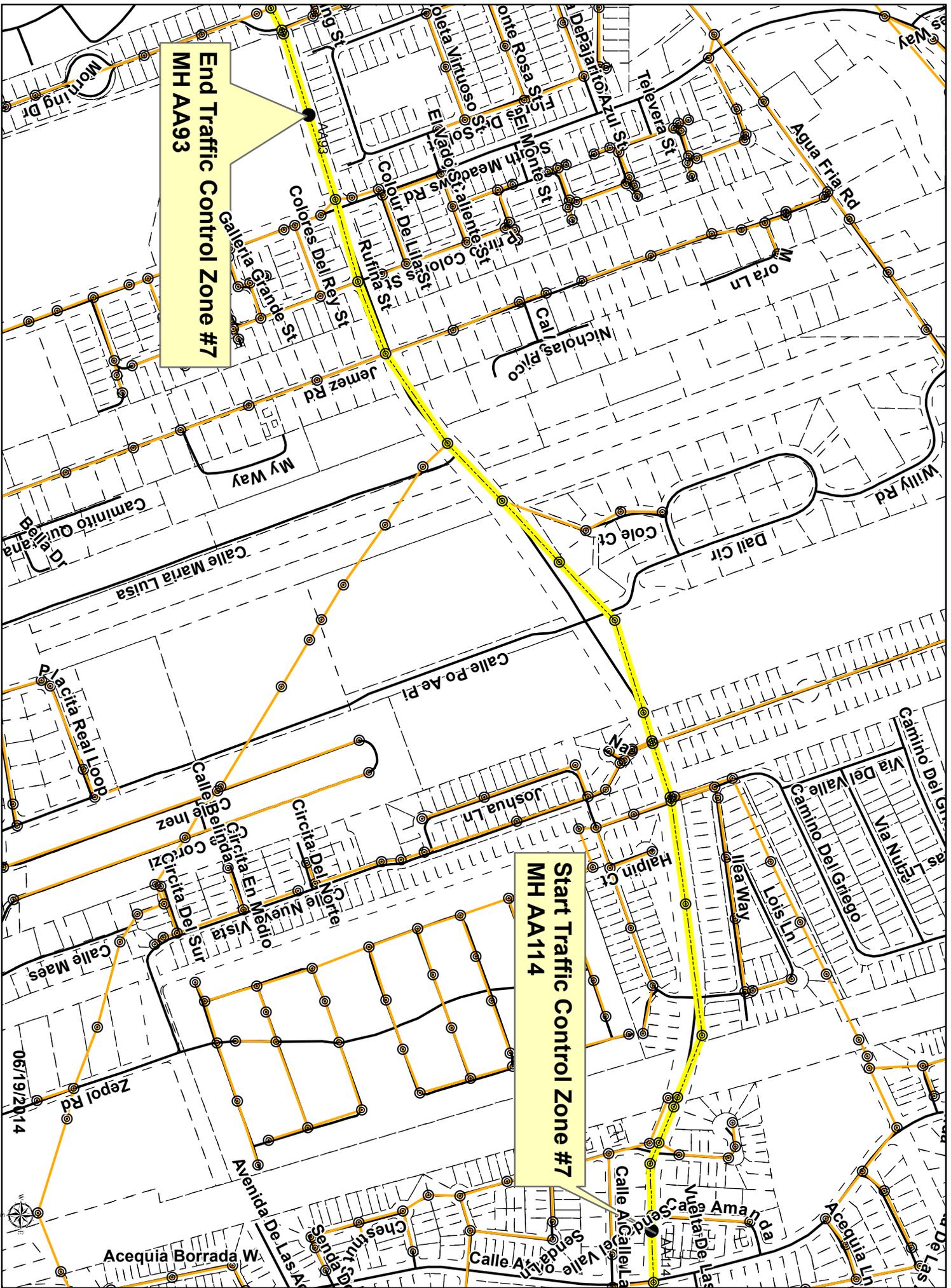
Rufina Sewer Line Traffic Control - Zone #4



End Traffic Control Zone #4
MH AA107

Start Traffic Control Zone #4
MI AA70

06/17/2014

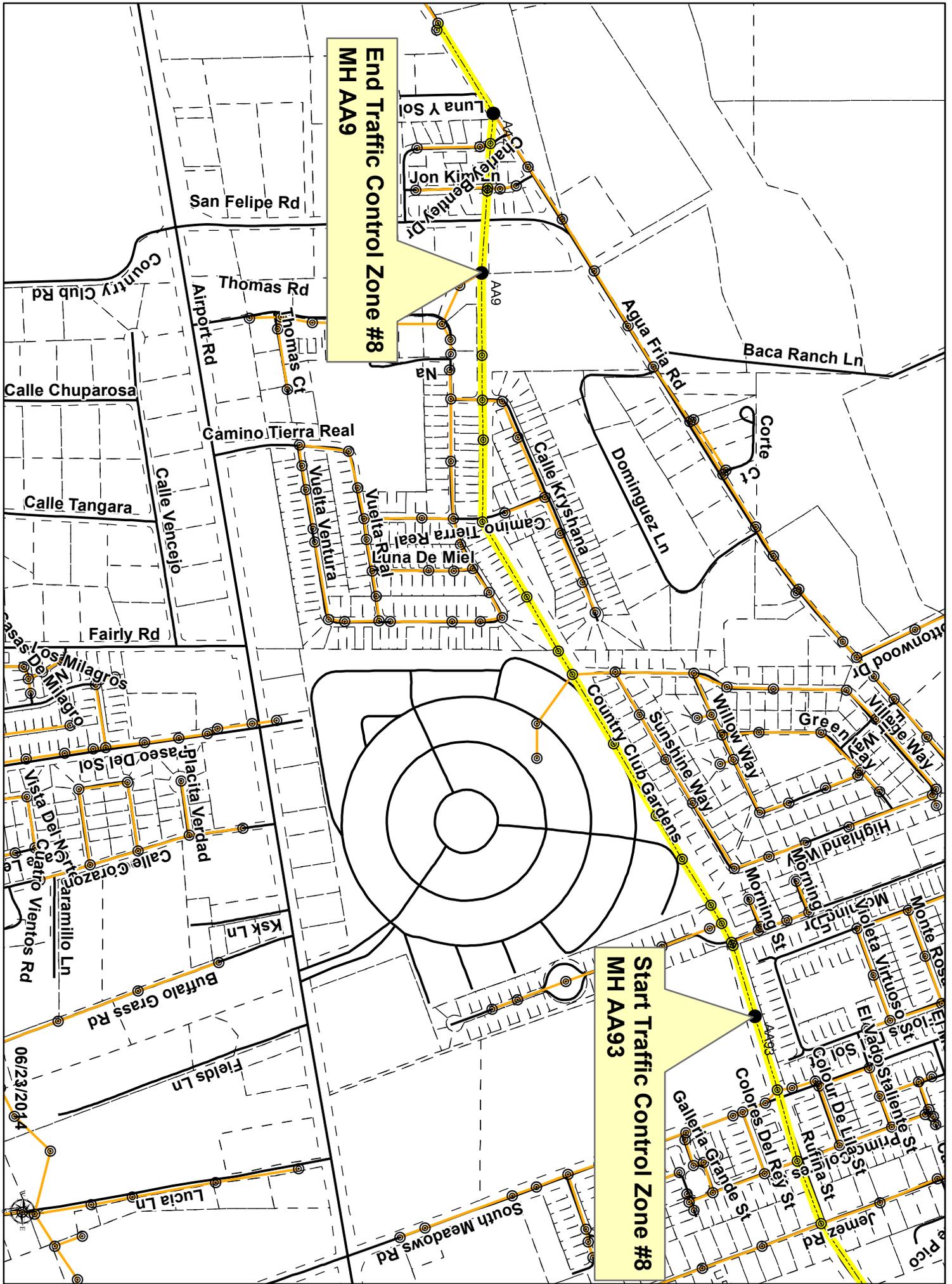


End Traffic Control Zone #7
MH AA93

Start Traffic Control Zone #7
MH AA114

Rufina Sewer Line Traffic Control - Zone #7

Rufina Sewer Line Traffic Control - Zone #8

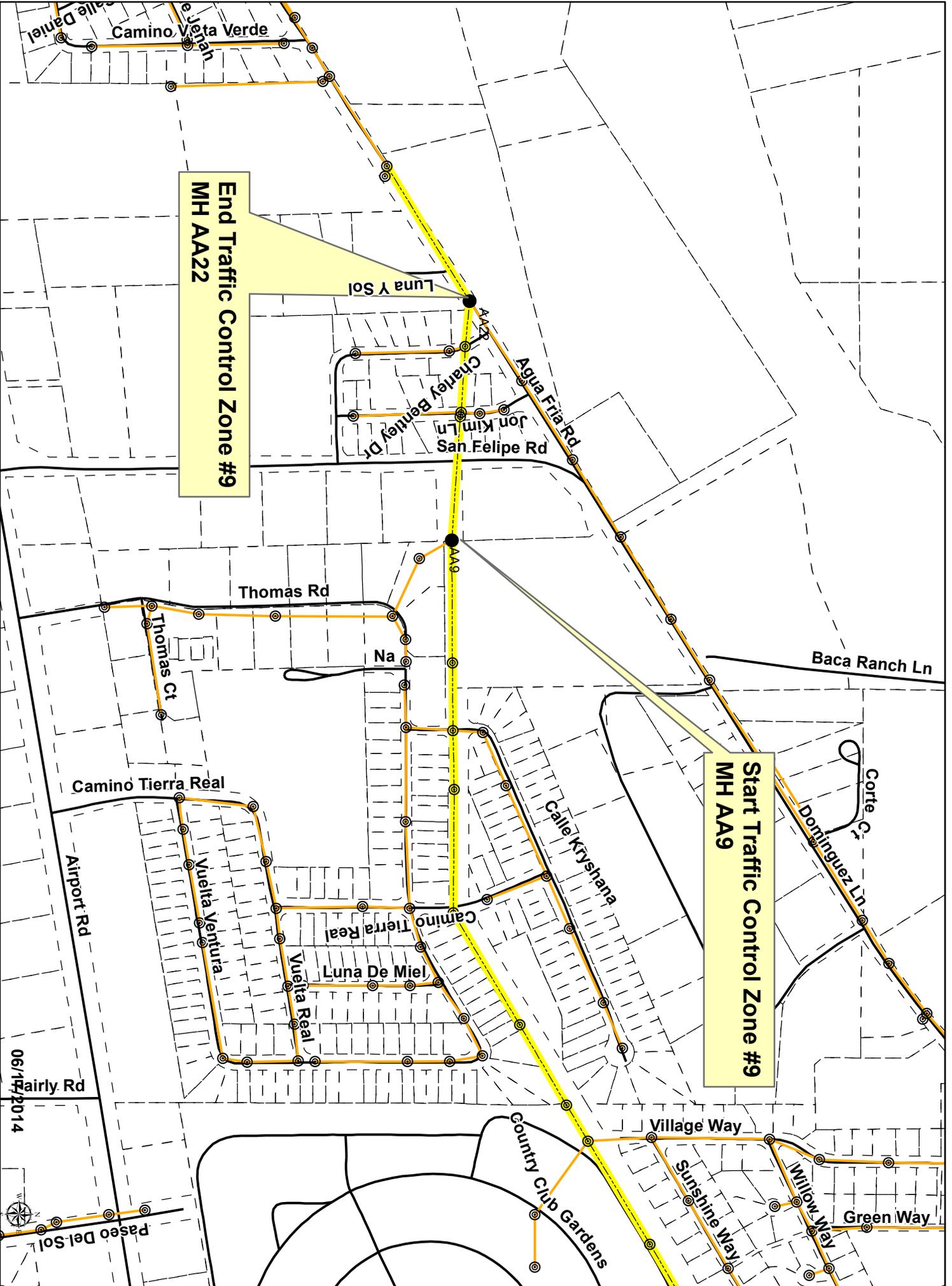


End Traffic Control Zone #8
MH AA9

Start Traffic Control Zone #8
MH AA93

06/23/2014

Rufina Sewer Line Traffic Control - Zone #9



06/14/2014

