Set # _____

City of Santa Fe, New Mexico

"REQUEST FOR BIDS"

BID # '16/37/B

FY 16/17 CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, CIP # 3052

<u>BIDS DUE:</u>
May 31, 2016
2:00 P.M.
PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD – BUILDING "H"

BIDDING / CONTRACT DOCUMENTS

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DIVISION O - BIDDING & CONTRACT REQUIREMENTS

PRE-BID INFORMATION
ADVERTISEMENT FOR BIDS
INVITATION FOR BID
INSTRUCTIONS TO BIDDERS
INFORMATION AVAILABLE TO BIDDERS
BID FORMS
SUPPLEMENTS TO BID FORMS
AGREEMENT FORMS
BONDS, CERTIFICATES, AND NOTICES
GENERAL CONDITIONS OF THE CONTRACT
SUPPLEMENTARY CONDITIONS

PRE-BID INFORMATION (SECTION 00010)

PRE-BID INFORMATION
SECTION 00010

PRE-QUALIFICATION FORMS
SECTION 00011 **NA**

DEBARRED OR SUSPENDED CONTRACTORS
SECTION 00012

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

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

ADVERTISEMENT FOR BIDS

SEALED BIDS FOR:	INVITATION FOR BID NO. '16/37/B CIP PROJECT # 3052 City Wide Water Utility Pavement Restoration Contract
TO BE OPENED AT:	PURCHASING OFFICE 2651 SIRINGO ROAD, BUILDING H SANTA FE, NEW MEXICO 87505 (505) 955-5711
TIME:	2:00 P.M. LOCAL PREVAILING TIME
DATE:	May 31, 2016
ADDRESSED TO:	CITY PURCHASING OFFICER CITY OF SANTA FE 2651 SIRINGO ROAD, BUILDING H SANTA FE, NEW MEXICO 87505

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

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

Bidding documents are also available at the following plan rooms:

Builders News 3435 Princeton, NE Albuquerque, NM 87107	Construction Reporter 1609 Second, NW Albuquerque, NM 87102	F. W. Dodge 1615 University Blvd., NE, Ste. 1 Albuquerque, NM 87102

ADVERTISEMENT FOR BIDS

BID NO. '16/37/B

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

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

The work is designated as CITY OF SANTA FE PROJECT, CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: furnishing all equipment, labor and materials for the replacement of asphalt pavement, concrete curb & gutter concrete sidewalk, and other incidental work such as traffic control all as required to restore the driving, walking and drainage infrastructure, in accordance with the drawings, specifications, and other Contract Documents. There will be a mandatory Pre-Bid Conference held at 801 W. San Mateo Road, Santa Fe, New Mexico on May 16, 2016 at 10:00am.

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

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

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. H Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, May 31, 2016. Any bid received after this deadline will not be considered.**

ATTEST:

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

Received by the Santa Fe New Mexican on: 05/04/16
To be published on: 05/09/16

Received by the Albuquerque Journal on: 05/04/16
To be published on: 05/09/16

BID SCHEDULE

1)	ADVERTISEMENT:	May 9, 2016
2)	ISSUANCE OF BID PACKET:	May 9, 2016
3)	MANDATORY PRE-BID CONFERENCE:	May 16, 2016 at 10:00 am 801 W. San Mateo Road Santa Fe, New Mexico
4)	BID SUBMITTAL DEADLINE:	May 19, 2016
5)	OPENINGS OF BIDS RECEIVED:	May 31, 2016
		2:00 PM local prevailing time City of Santa Fe – Purchasing Division 2651 Siringo Road, Bldg. H Santa Fe, New Mexico 87505 (505) 955-5711
6)	RECOMMENDATION OF AWARD:	
	FINANCE COMMITTEE:	May 13, 2016
	PUBLIC UTILITIES COMMITTEE:	June 1, 2016
	CITY COUNCIL:	June 29, 2016

DATES OF CONSIDERATION BY PUBLIC WORKS/CIP AND LAND USE COMMITTEE, FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INSTRUCTIONS TO BIDDERS (SECTION 00100)

1.0 DEFINITIONS AND TERMS

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

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work, (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (d) study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 On request, the City of Santa Fe, the "Owner", will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Owner (unless another issuing office is designated in the Invitation for Bid). The deposit, if any, will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within ten (10) calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS

3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Purchasing Officer in writing. Replies will be issued by Addenda provided to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than **five** days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

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

3.4 ADDENDA

3.4.1 Addenda will be provided to all who are known by the Owner to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than four days prior to the date for receipt of Bids, except an addendum with drawings or Request for Bids or one which includes postponement for the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain, prior to submitting the Bid, that the Bidder has received all Addenda issued, and shall acknowledge their receipt in the Bid.

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

4.0 BIDDING PROCEDURES

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

4.0.1 Bid – Name of the Bidder and the Number of the Bidder's New Mexico Contractor's License with a check for proper signatures.

4.0.2 Bid Bond.

4.0.3 Non-Collusion Affidavit of Prime Bidder.

4.0.4 Submittal, acknowledgement of Addenda, if any.

4.0.5 Properly executed Bid Form.

4.0.6 Certification of Equal Employment Opportunity

4.0.7 Certification of Non-Segregated Facilities.

4.0.8 Subcontractor's Listing (as applicable).

4.0.9 Bidder's Qualifications Form

TWO COMPLETE COPIES OF THE BID SUBMITTAL ARE REQUIRED

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

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineations, alteration, or erasure must be initialed by the signer of the Bid.

4.1.5 All requested Additive or Deductive Alternate Bids shall be Bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is an individual, a sole proprietor, a partnership, a corporation or joint venture. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor's license number and type, and the current Contractor's preference number. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address, to which communications regarding the Bid are to be directed, must be shown.

4.2 BID SECURITY

4.2.1 Bid security in an amount equal to at least 5% of the amount of the Bid shall be a bond provided by a Surety company authorized to do business in this State, or the equivalent in the form of a certified check, or otherwise supplied in a form satisfactory to the Owner. All Bonds shall be executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

4.2.2 The Bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner in the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.3 The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.2.4 When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the Bid security.

4.3 PRE-BID CONFERENCE

4.3.1 The Owner of Record shall conduct a **mandatory** Pre-Bid Conference approximately twelve (12) calendar days prior to the Bid opening date stated in the Invitation for Bid.

4.3.2 The Owner of Record and his consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding substitutions and/or request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the Bid Documents are clear and acceptable to all non-participants at the Pre-Bid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.

4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.3.4 Bids shall only be accepted from Contractors that attended and registered at the mandatory Pre-Bid Conference.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE

INTENT AND POLICY

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

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

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

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

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

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue.

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

NON-APPLICATION-COMPETING IN-STATE BIDDERS

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

low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

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

APPLICATION FOR LOCAL PREFERENCE

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

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

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

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 preference.

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

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

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

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

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

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

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

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

New Mexico Resident Preference Number (if applicable) _____

4.5 SUBCONTRACTORS

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

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

4.5.2 The Owner shall consider any request for a change in the listed forms if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the Owner and the Bidder by not using the listed subcontractor. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the Owner's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material suppler and/or any other confirmation satisfactory to the Owner.

4.5.3 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Owner's satisfaction that he actually has or will obtain, fully adequate facilities and plans to perform the work with his own forces.

4.5.4 Omission or non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

4.5.5 Prior to the award of the Contract, the Owner will notify the Bidder in writing if, after due investigation and written findings of fact, the Owner has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute Subcontractor with no increase in his Bid Price. In the event of withdrawal under this paragraph, bid security will not be forfeited.

4.5.6 The successful Bidder shall, within seven (7) calendar days of notification of selection for the award of Contract for the work, submit the following information to the Owner:

(A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and

(B) A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

4.5.7 The successful Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.8 Persons and organizations proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Paragraph 4.5.5 must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

4.5.9 No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

4.6 SUBMISSION OF BIDS

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

4.6.2 The envelope shall be addressed to:

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

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

4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the office of the City's Purchasing Division, including those Bids submitted by mail. Hand-delivered Bids shall be submitted at the front desk of the City Purchasing Division and will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5 Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 4.2.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

4.7.4 After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:

(A) The mistake is clearly evident on the face of the Bid document; or

(B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.8.1 In submitting this Bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

(A) Definitions – General Conditions, Sections 1.1 to 16.1;
(B) Supplementary Conditions, Sections 1.0 to 1.17;
(C) Bribes, Gratuities, and Kickbacks – Supplementary Conditions, Section 4.0;
(D) Contract Bond Requirements – Supplementary Conditions, Section 6.0
(E) Equal Employment Opportunity – Labor Standards Provisions and other listed within the Contract Documents.

4.9 REJECTION OR CANCELLATION OF BIDS

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

4.10 PROTESTS

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

4.10.2 The complete procedures and requirements regarding protest are available from the Purchasing Office upon request.

4.11 COMPETITIVE SEALED BIDS

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

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

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

5.2 BID EVALUATION AND AWARD

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

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

5.3 NOTICE OF AWARD

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

5.4 IDENTICAL BIDS

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

(A) Award pursuant to the identical low bid provisions of the City Purchasing Manual;

(B) Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;

(C) Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;

(D) Award by lottery to one of the identical low Bidders; or

(E) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

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

6.0 POST-BID INFORMATION

6.1 RETURN OF BID SECURITY

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

unsuccessful Bidder, but will be released by the City Purchasing Agent after the Notice of Award is sent by the Owner.

6.2 NOTICE TO PROCEED

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

6.3 FAILURE TO EXECUTE CONTRACT

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

6.4 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.5 CONTRACT BONDS REQUIREMENTS

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

6.6 INSURANCE REQUIREMENTS

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

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

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

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

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

7.0 MINIMUM WAGE RATES

7.1 Pursuant to the requirements of any Contract entered into in excess of sixty thousand dollars ($60,000) for construction, alteration, demolition, or repair, or any combination of these, including painting and

decorating of public buildings or public works, Contract may be subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions for this project.

7.2 **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**
A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract. This project is subject to Determination **SF-16-0436-A**.

8.0 OTHER INSTRUCTIONS TO BIDDERS

8.1 The Owner will make copies of available reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bidding Documents. Before submitting his Bid, each Bidder shall, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.

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

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

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

INFORMATION AVAILABLE TO BIDDERS

(SECTION 00200)

INFORMATION AVAILABLE TO BIDDERS

Notice-to-Proceed	**July 1, 2016**
Initial Construction Time	**365 Calendar Days**

The work designated as the City Wide Water Utility Pavement Restoration Contract, consists of, but is not limited to replacement of asphalt pavement, concrete curb and gutter, concrete sidewalk, and other incidental work such as traffic control all as required to restore the driving, walking and drainage infrastructure. Cold milling has been added to the contract and may be utilized to remove both asphalt and concrete pavement, typically to full depth, but on occasion may be needed for other reasons.

MATERIALS TESTING

A materials testing allowance is included in the bid items. The materials testing includes, but not limited to items such as concrete strength, soil and compaction.

EXISTING CONDITIONS/CONTRACT REQUIREMENTS

The existing streets and sidewalks are in use and service outages shall be minimized and coordinated with the Water Division. The City will operate with the chosen contractor through individual Work Orders (WOs) to execute each construction or repair project. Some WOs will be for planned work, but some WOs will be for Emergency Response work. The Contractor shall have personnel available outside of normal business hours to handle emergency or warranty work. For Emergency WO work, the Contractor shall provide supervision at the emergency location within two (2) hours after contact by the City, and labor and equipment to get underway with the work within six (6) hours of being contacted. For normal WOs Contractor shall complete work within seven (7) days from receiving a signed WO.

SURVEY

Field Survey including construction staking, an as-built preparation are to be performed by the contractor and paid for as incidental to other items in the contract.

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

BID FORMS

(SECTION 00300)

EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	UNIT PRICE	AMOUNT
100020	Asphalt Pavement Removal & Disposal, < 2"	SY	200		$
100025	Asphalt Pavement Removal & Disposal, 2"- 6"	SY	200		$
100030	Concrete Pavement Removal & Disposal, < 2"	SY	10		$
100035	Concrete Pavement Removal & Disposal, 2"- 6"	SY	10		$
100040	Concrete Curb and Gutter Removal & Disposal	LF	25		$
100045	Concrete Sidewalk Removal & Disposal	SY	10		$
100050	Replace Asphalt Street Pavement w/o Laydown Machine, < 2"	SY	100		$
100052	Replace Asphalt Street Pavement w/o Laydown Machine, 2"- 6"	SY	150		$
100054	Replace Asphalt Street Pavement with Laydown Machine, < 2"	SY	5		$
100056	Replace Asphalt Street Pavement with Laydown Machine, 2"- 6"	SY	150		$
100058	Replace Asphalt Street Pavement with Temporary Cold Mix, < 2"	SY	50		$
100060	Replace Asphalt Street Pavement with Temporary Cold Mix, 2"- 6"	SY	5		$
100070	Replace Concrete Street Pavement, < 2"	SY	25		$
100072	Replace Concrete Street Pavement, 2"- 6"	SY	10		$
100075	Replace Concrete Curb & Gutter	LF	5		$
100080	Replace Concrete Sidewalk	SY	5		$
100085	Replace Gravel Surface, 0"- 2"	CY	50		$
100087	Replace Gravel Surface, 2"- 4"	CY	50		$
100090	Base Course/Gravel (crushed or landscape), < 3"	SY	150		$
100092	Base Course/Gravel (crushed or landscape), 3 - 6"	SY	150		$
100095	Hot-Poured Crack Sealing	LB	100		$
100097	Slurry Seal	SY	750		$
100100	Materials Mark-Up Over Invoice	%	$2,500		$
100105	Traffic Control Mark-Up Over Invoice	%	$1,500		$
100110	Street-Cut Permits	%	$150		$
100115	Project Signs	EA	2		$
100120	Materials Testing	%	$250		$
100125	Cold Milling, Class 1, 2"- 6"	SY	1		$
100130	Cold Milling, Class 2, 2"- 6"	SY	1		$
100135	Cold Milling, Class 3, 2"- 6"	SY	1		$
100140	Cold Milling, Class 4, 2"- 6"	SY	750		$
100145	Cold Milling, Class 5, 2"- 6"	SY	1		$
100150	Milling Concrete Curb	LF	5		$
100155	Milling Concrete for Inlays	EA	1		$
100160	Concrete Surface Milling, 2"- 6"	SY	5		$

Total: $ _____

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

LUMP SUM PRICE OR
UNIT PRICE BID
Section 00310

Invitation No: '16/37/B

Project: City Wide Water Utility Pavement Restoration Contract, CIP # 3052

Project No: 16/37/B

Date: May 31, 2016

This Bid is submitted to:

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

   A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

   No. _____ Date _____ No. _____ Date _____
   No. _____ Date _____ No. _____ Date _____
   No. _____ Date _____ No. _____ Date _____

   B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

   C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

   D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.

   E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is submitted in conformity with any agreement or rules of any group, association, organization, or corporations. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

F. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

4. The work designated as CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: replacement of asphalt pavement, concrete curb and gutter, concrete sidewalk, and other incidental work such as traffic control all as required to restore the driving, walking and drainage infrastructure as described in the project construction documents and specifications.

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

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

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

The Bidder shall complete the work for the following prices:

Base Bid: _____ ($ _____)
use words use numbers

Gross Receipts Tax: _____ ($ _____)
(8.3125%) use words use numbers

Total Base Bid,
Plus Tax: _____ ($ _____)
use words use numbers

TWO COMPLETE COPIES OF THE BID SUBMITTAL ARE REQUIRED

5. The Bidder agrees that:

A. The work to be performed under the Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion shall be achieved not later than three hundred and sixty-five (365) 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 complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of Five Hundred Dollars ($500.00) per consecutive calendar day that passes until the work is complete, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

A. Bid Bond
B. Non-Collusion Affidavit of Prime Bidder
C. Submittal, acknowledgement of Addenda, if any
D. Properly executed Bid Form
E. Certification of Equal Employment Opportunity

F. Certification of Non-segregated Facilities
G. Subcontractor's Listing (as applicable)
H. Bidder's Qualifications Form

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

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

8. If the Bidder is:

A. AN INDIVIDUAL:

By:_____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By:_____
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Telephone: _____

(SEAL)

C. A CORPORATION

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Name of person authorized to sign)

_____
(Title)

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

If a Foreign Corporation:_____
Certificate of Authority No.

Attest:_____
(Secretary)

Business address: _____

Telephone: _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By:_____
(Name)

Address:_____

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

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

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

TWO COMPLETE COPIES OF THE BID SUBMITTAL ARE REQUIRED

SUPPLEMENT TO
BID FORMS

(SECTION 00400)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

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

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

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

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

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

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

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

Signed and sealed this day of 19

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

INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer.** If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**

2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.

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

4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.

5. **Definition:** The following definition applies to this preference.

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

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

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____'16/37/B_____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by_____ this____, day of _____

My commission expires_____ _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS_____DAY OF _____, 2012.

_____

NOTARY PUBLIC

My Commission Expires:

_____

THIS FORM MUST BE
ATTACHED TO BOND

BID SECURITY FORM

Section 00420

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

Approved:

_____ DATE: _____

Owner's Representative or Governing Authority

00440

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF)
) ss.
COUNTY OF)

_____ being first duly sworn deposes and says:

that he is the duly appointed agent for _____

and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe in connection with the construction of _____

dated _____ day of _____, 20___, executed by _____

contractor, as principal and _____, as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

_____

Subscribed and sworn to before me, a notary public in and for the County of _____, this _____ day of _____, 19_____.

My Commission expires: _____

Agent's Address: _____

_____

Telephone: _____

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION	SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT

STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS
Section 00440

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

1. Name of Bidder: _____

2. Permanent main office address: _____

_____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. How many years have you been engaged in the contracting business under your present firm or trade name? _____

6. Contracts on hand (schedule these, showing amount of each Contract and the appropriate anticipated dates of completion): _____

_____

_____

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

_____

_____

8. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

_____

9. Have you ever defaulted on a contract?_____

If so, where and why? _____

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:

_____

_____

_____

11. List your major equipment available for this contract:

_____

_____

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

_____

_____

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)
)ss
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: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Section 00450

STATE OF)
)ss.
COUNTY OF)

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

1) He is the _____ of _____, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: _____

Title: _____

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

_____
Notary Public

My Commission expires: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

Section 00460

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

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

By: _____

Title: _____

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

_____

Notary Public

My Commission expires: _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 00470

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

_____

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

   _____ Yes _____ No

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

   _____ Yes _____ No

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

_____

Name and Title of Signer (please type)

_____ _____

Signature Date

AGREEMENT FORMS

(SECTION 00500)

BONDS
CERTIFICATES
AND NOTICES

(SECTION 00600)

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

This Agreement is entered into this _____ day of _____, 2016, by and between the CITY OF SANTA FE, herein known as the Owner, and _____, herein known as the Contractor.

For the following:

PROJECT: City Wide Water Utility Pavement Restoration Contract

PROJECT NO.: CIP # 3052

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 _____.

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 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 City Wide Water Utility Pavement Restoration Contract

The work designated as City Wide Water Utility Pavement Restoration Contract, consists of, but is not limited to replacement of asphalt pavement, concrete curb and gutter, concrete sidewalk, and other incidental work such as traffic control, all as required to restore the driving, walking and drainage infrastructure. The work consists of furnishing all equipment, labor and materials as required by the City of Santa Fe, New Mexico.

Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

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

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract may commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than Three Hundred Sixty-Five (365) 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

4.1 The Owner shall pay the Contractor in current funds for the performance of each Work Order at the fixed unit prices set forth in Exhibit I, subject to additions and deductions by Change Order as provided in the Contract Documents, up to the Contract Sum of _____dollars including New Mexico Gross Receipts Tax.

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

4.3 The Contract Sum is determined as follows:

Base Bid	$
Gross Receipts Tax	$
TOTAL	$

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, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) 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 ninety eight percent (98%) 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 complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of Five Hundred dollars ($500) 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, 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 five (5) copies of a progress schedule covering project operations for the up to Three Hundred Sixty-Five (365) 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 of Section 00700, 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 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 aggregate 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.

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 Sangre De Cristo Water Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	_____ _____ _____ 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 five (5) 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.

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 sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 3/10/16
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR S. RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

_____
Business Unit/Line Item

OWNER:

_____
JAVIER M. GONZALES, MAYOR

_____
DATE

CONTRACTOR:

BY: _____

TITLE: _____

DATE: _____

NM TAXATION AND REVENUE CRS
NO. _____

CITY OF SANTA FE BUSINESS REG.
NO. _____

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
CITY OF SANTA FE
P. O. BOX 909
SANTA FE, NEW MEXICO 87504-0909

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature:
Name and Title:

Signature:
Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)
AGENT or BROKER:

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

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
CITY OF SANTA FE
P. O. BOX 909
SANTA FE, NEW MEXICO 87504-0909

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)
CONTRACTORS BONDING AND INSURANCE COMPANY

Signature:
Name and Title

Signature:
Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)
AGENT or BROKER:

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

CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

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

Name and Address of Insured

Covering (Project Name and Location)

Addressee:
(Owner)

COMPANIES AFFORDING COVERAGE	
A	
B	
C	
D	
E	
F	

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

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

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

CERTIFICATION

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

Name of Issuing Agency

Signature of Authorized Representative

Address

Date of Issue

AIA DOCUMENT G705 • CERTIFICATE OF INSURANCE • NOVEMBER 1978 EDITION • AIA ® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G705—1978

DATE

NAME
ADDRESS
CITY/STATE/ZIP

RE:

Dear:

"OFFICIAL NOTICE-TO-PROCEED"

On _____, the City Manager awarded a Construction Contract to your firm for Capital Improvements Program Project No. _____/_____ City Wide Water Utility Pavement Restoration Contract – Bid Number 16/??/B.

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

The award of the Contract is based on your Bid proposal dated May 19, 2016, in the amount of $_____.

Based on the date of issuance of this notice, as starting date, July 1, 2016, and the three-hundred sixty-five day (365) contract work time limit, the entire work under this Contract shall be substantially completed by June 30, 2017.

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

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

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

Sincerely,

_____
By
_____
Nick Schiavo, P.E.
Water Division Director

RECEIPT ACKNOWLEDGED:

Date

xc: Project/Book File

GENERAL CONDITIONS
OF THE
CONTRACT

(SECTION 00700)

NOTICE

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

DOCUMENT - SECTION 00710

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

TABLE OF ARTICLES

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

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

1.1.2 THE CONTRACT

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

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.2 EXECUTION, CORRELATION AND INTENT

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

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

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such

recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.

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

ARTICLE 2

ENGINEER

2.1 DEFINITION

2.1.1 The Engineer is the person lawfully 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 – WATER DIVISION

2.2.1 The Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Engineer shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contract (Paragraph 4.10.1). The Engineer and his staff (including the on-site representative, if agreed upon) may make three (3) or more weekly visits to the site at those critical points and at other times as the Engineer deems appropriate during the progress of the work. Additionally, the Engineer shall familiarize himself with the progress and quality of the work and determine if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as an Engineer, he shall guard the Owner against defects and deficiencies in the construction. Should the Engineer determine that any portion of the work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the Owner of the non-compliance and the nature of the work required to correct such non-compliance. The Engineer shall recommend to the Owner, in writing, to issue a "stop work order" for any portion of the work that does not substantially comply with the intent of the Contract Documents, except as follows.

2.2.4 The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Engineer shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Engineer shall reject work which does not meet or exceed the standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.

2.2.5 The Engineer shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor.

2.2.8 The Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.9 Claims, disputes, and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 The Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work in accordance with Subparagraph 7.6.2 whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the time is a component.

2.2.14 The Engineer will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the work as provided in Subparagraph 12.3.1.

2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review of written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of payment upon compliance with the requirements of Paragraph 9.9

2.2.16 If the Owner and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities and limitations of authority of the Engineer as the Owner's representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Engineer.

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

ARTICLE 3

OWNER

3.1 DEFINITION

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

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the work.

3.2.2 The Owner shall furnish all surveys describing the physical characteristics for the site for the Project.

3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

3.2.6 The Owner shall forward all instructions to the Contractor through the Owner's Representative.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

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

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

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

4.2 REVIEW OF CONTRACT DOCUMENTS

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

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Owner's Representative in his administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether or not incorporated or to be incorporated in the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and Owner's Representative that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements. Substitutions not properly approved and authorized, may be considered defective. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.

4.5.2 The Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of one (1) year from the date of completion as evidenced by the date of the Owner's Representative's Final Certificate of Payment of this Contract. This also includes <u>all labor</u> required for replacing materials or equipment found to be defective within 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 Owner's Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.5.3 **The Contractor shall and hereby does warrant and guarantee all asphalt and concrete installed for roadway and trail paving, curb and gutter, including all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of two (2) years from the date of completion as evidenced by the date of the Owner's Representative's Final Certificate of Payment of this Contract. This also includes <u>all labor</u> required for replacing roadway and trail paving, curb and gutter found to be defective within the two (2) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the Owner's Representative and are hereby warranted by the Contractor as much as if countersigned by him.**

4.6 TAXES

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 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the Bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner's Representative in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, he shall assume full responsibility therefore and shall in turn notify the Owner's Representative of such action.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

A. These allowances shall cover the cost to the Contractor, less any applicable trade discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;

C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

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

4.10 PROGRESS SCHEDULES – Not applicable -

4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule describing his operations for the one hundred and fifty (150) day contract period. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the Contractor intends to commence and complete the various work stages, operations, and contract means planned to be started during the one hundred and fifty (150) day contract period.

4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the Owner's Representative, within thirty (30) days after the effective date of Notice to Proceed, five 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 shall be shown for each construction operation. For those activities lasting more than 30 days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.

4.10.4 Activities shown shall be coordinated insofar as possible with the Contract Bid items, types of work and maximum number of activities of each type.

4.10.5 The computer printout or list of activities shall show for each activity the estimated duration, the earliest starting and finishing dates, the latest starting and finishing dates, and float or slack time. Activities which constitute the critical sequence shall be identified showing a total job duration equal to the Contract Time.

4.10.6 The written explanation shall contain sufficient information to describe the construction methods to be used and to enable the Owner's Representative to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the Owner's Representative, the Contractor shall resubmit the rejected items within ten (10) days after rejection.

4.10.7 The analysis may employ the use of an electric computer or may consist of a non-computer analysis if the latter is suitable to analyze the number of activities required. The adequacy of the system selected shall be acceptable to the Owner's Representative.

4.10.8 The Contractor shall submit to the Owner's Representative monthly progress status reports on dates directed by the Owner's Representative. Such reports shall list those uncompleted activities which have less than 30 days float and which are either in progress or scheduled to be started within the next reporting period. For each of the listed activities, the following shall be shown:

A. Starting date scheduled in last critical-path-analysis.
B. Actual or intended starting date.
C. Revised activity duration, if any.

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

4.10.9 A revised critical-path-type analysis shall be submitted when one or more of the following conditions occur:

A. When an approved Change Order significantly affects the contract completion date, or the sequence of activities.
B. When progress of any critical activity falls significantly behind the scheduled progress.
C. When delay on a non-critical activity is of such magnitude as to change the course of the critical path.
D. At any time the Contractor elects to change any sequence of activities affecting the critical path.

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

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

4.11 DOCUMENTS AND SAMPLES AT THE SITE

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

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged. **– Not Applicable Unless Specifically Requested -**

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's Representative's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner's Representative in writing of such deviation at the time of submission and the Owner's Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's Representative's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner's Representative on previous submittals.

4.12.8 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner's Representative as provided in Subparagraph 2.2.13. All such portions of the work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not reasonably encumber the site with any materials or equipment.

4.13.2 The Contractor shall hold and save the Owner free and harmless from liability of any nature or kind arising from use, trespass or damage occasioned by third persons.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, patching or grading that may be required to complete the work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contracts by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the work, the Owner may do so as provided in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.

4.15.3 The Contractor shall be solely responsible for performance of the following clean up:

A. Debris: Regardless of the nature of the debris, it shall be immediately cleared form the work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.

B. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.

C. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors, furnishings and structures at completion.

D. Cleaning and Clearing of Irrigation System: The Contractor shall clean and clear extraneous materials and debris from irrigation improvements.

E. Removal of all Spots, Soils, and Other Contaminants for Paved Surfaces: The Contractor shall remove all spots, soil and debris from all paved surfaces and shall wash the same upon completion.

F. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Owner's Representative.

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's Representative and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such negligence shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the Owner or the Owner's Representative or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligation of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Owner's Representative, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

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

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work at the Site.

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

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Owner's Representative in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special

design) proposed for each of the principal portions of the work. The Owner's Representative will promptly reply to the Contractor in writing stating whether or not the Owner or the Owner's Representative, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or the Owner's Representative to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Owner's Representative has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.3 SUBCONTRACTUAL RELATION

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Owner's Representative. Said agreement shall preserve and protect the rights of the Owner and the Owner's Representative under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the Contractor, who shall cooperate therewith as provided in paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and the separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Owner's Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of New Mexico.

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

7.2 WRITTEN NOTICE

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

7.3 CLAIMS FOR DAMAGES

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

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the Owner, the Owner's Representative, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

7.6.1 This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications. If the Contract Document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the Owner's Representative timely notice of its readiness so the Owner's Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals. Tests specifically called for by specifications shall be made by a professional testing laboratory acceptable to the Owner's Representative, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the Owner's Representative in duplicate on acceptable forms.

7.6.2 If the Owner's Representative determines that any work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Owner's Representative's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7 INTEREST

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

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The date of Substantial Completion of the work or designated portion thereof is the date certified by the Owner's Representative and approved by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.

8.1.4 The term "day" as used in the Contract Document shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

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

8.3.2 Any claim for extension of time shall be made in writing to the Owner's Representative not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

8.3.3 If written agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Owner's Representative an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Owner's Representative may require and reflecting retainage, if any, as provided elsewhere in the Contract Documents. On the Owner's Representative's recommendation, and after the Project is 50% or more complete, and if the Project is on schedule, the retainage may be reduced with the approval of the Owner. The full Contract retainage may be reinstated if the

manner of completion of the work and its progress do not remain satisfactory to the Owner's Representative and the Owner.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site; and, if approved in advance by the Owner payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Owner's Representative will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner with a copy to the Contractor for such amount as the Owner's Representative determines is properly due, or notify the Contractor in writing of his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

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

9.5 PROGRESS PAYMENTS

9.5.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to his Subcontractors in similar manner.

9.5.3 The Owner's Representative may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner's Representative on account of work done by such Subcontractor.

9.5.4 Neither the Owner nor the Owner's Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for progress payment, no progress payment, nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.6 PAYMENT WITHHELD

9.6.1 The Owner's Representative may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2.

9.6.2. If the Owner's Representative is unable to make representations to the Owner, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Owner's Representative may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

A) Defective work not remedied;

B) Third party claims filed or reasonable evidence indicating probable filing of such claims;

C) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

D) Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;

E) Damage to the work of another Contractor;

F) Reasonable evidence that the work will not be completed within the Contract Time; or,

G) Failure to carry out the work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed or remedied, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

the items listed therein. Warranties required by the Contract Documents shall commence on the date of Final Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the Owner for their written acceptance of the responsibilities assigned to them in such Certificate.

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

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection and, if he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The Owner's Representative's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner's Representative (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Owner's Representative so confirms, the Owner shall, upon application by the Contractor and certification by the Owner's Representative and without terminating the Contract, make payment of the balance for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.4, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Owner's Representative prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

A) Unsettled liens;
B) Faulty or defective work appearing after Substantial Completion;
C) Failure of the work to comply with the requirements of the Contract Documents; and
D) Terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2. SAFETY OF PERSONS AND PROPERTY

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

10.2.1.1 All employees on the work and all other persons who may be affected thereby;
10.2.1.2 All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
10.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employers liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

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

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

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

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

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the Owner, the

Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Owner's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

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

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Owner's Representative and the Contractor and approved in writing by the Owner. A Change Order may be issued only after the execution of the Contract and shall be the only means used to order changes in the work for which the Contractor requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.

12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

A) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
B) By unit prices stated in the Contract Documents or subsequently agreed upon;

C) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D) By the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall the be determined by the Owner's Representative on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Owner's Representative's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Owner's Representative. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:

A) Material quantities and unit costs;

B) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);

C) Costs inherent in use of Contractor/Sub-subcontractor owned equipment;

D) Equipment rental, if any;

E) Workmen's compensation and public liability insurance;

F) General administration, overhead, supervision, project insurance and profit, based on the following schedule:

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

	Sub-subcontractor for work performed by his own forces	18%	15%

G) Employment taxes under FICA and FUTA; and

H) State gross receipts tax (Contractor only).

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

12.2 CONCEALED CONDITIONS

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

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

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

12.3 MINOR CHANGES IN THE WORK

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

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the work should be covered contrary to the request of the Owner's Representative or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner's Representative, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any portion of the work has been covered which the Owner's Representative has not specifically requested to observe prior to being covered, the Owner's Representative may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering

and replacement shall, by appropriate Change Order, be charged to the Owner. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which case the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all work rejected by the Owner's Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Owner's Representative's additional services made necessary thereby.

13.2.2 If, within 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 Owner's Representative, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the Owner's Representative's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate Contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the work and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

14.2 TERMINATION BY THE OWNER

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

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Owner's Representative's additional services made necessary thereby, and any damages sustained by the Owner as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Owner's Representative upon application, in the manner provided in paragraph 9.4 and this obligation to the Contractor or to the Owner, as the case may be, shall be certified by the Owner's Representative upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.

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

14.2.4 In the event the Contractor fails to perform the work in accordance with the Contract Documents, the Owner may terminate the Contract after giving the Contractor five (5) working days' notice.

ARTICLE 15

EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows:

15.1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or

applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without discrimination during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicant will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 16

MINIMUM WAGE RATES

16.1 The project is subject to New Mexico **Wage Decision # SF-16-0436-A** and the City of Santa Fe's Minimum Wage Ordinance both attached to this Project Manual.

SUPPLEMENTARY CONDITIONS

(SECTION 00800)

SUPPLEMENTARY CONDITIONS (SECTION 00800)

SUPPLEMENTARY CONDITIONS

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

ADDITIONAL CONDITIONS

1.0 DEFINITIONS - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.

1.1 ADDENDUM: Written or graphic instrument issued prior to the execution of the Contract which modifies or interprets the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA

1.2 ADDITIVE OR DEDUCTIVE ALTERNATE BID: Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.

1.3 BASE BID: Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.

1.4 BID: A complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.

1.5 BID LOT: A major item of work for which a separate quotation or proposal is requested.

1.6 BIDDER: One who submits a Bid for a prime contract with the Owner, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the Owner.

1.7 BIDDING DOCUMENTS: Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the work consist of the Owner-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.8 DAY: Calendar day, which is every day shown on the calendar, beginning and ending at midnight.

1.9 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the City of Santa Fe Purchasing Department.

1.10 GOVERNING AUTHORITY: The Governing Authority of the City of Santa Fe for the execution of construction contracts is the Mayor and City Manager.

1.11 INVITATION FOR BID: The Bidding Documents utilized for soliciting sealed Bids. "Invitation to Bid" shall have the same meaning as "Invitation for Bid".

1.12 OWNER: The City of Santa Fe, New Mexico.

1.13 PROCUREMENT OFFICER: The Director of the Purchasing Division, or a designee authorized to enter into or administer contracts and make written determination with respect thereto.

1.14 RESPONSIBLE BIDDER: A Bidder who submits a responsive Bid and who has furnished, when required,

information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Bidding Documents (13-1-82, NMSA 1978).

1.15 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award.

1.16 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.

1.17 USER: The City of Santa Fe or agencies or designated entity for whose use the Project is being constructed.

2.0 CONTRACT AUDIT

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

3.0 DEBARRED OR SUSPENDED CONTRACTORS

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

4.0 BRIBES, GRATUITIES, AND KICK-BACKS

4.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).

4.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

5.0 PROTESTS (CITY PURCHASING MANUAL)

5.1 Any Contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Agent and the Owner. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, not more than fifteen (15) calendar days after the facts or occurrences giving rise thereto.

5.2 In the event of a timely protest under the City Purchasing Manual, the City Purchasing Agent and the Owner shall not proceed further with the procurement unless the City Purchasing Agent or the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner.

5.3 The City Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning a procurement.

5.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees.

5.5 The City Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

A) State the reasons for the action taken; and,
B) Inform the protestant of the right to judicial review of the determination pursuant to the City Purchasing Manual.

5.6 A copy of the determination issued under the City Purchasing Manual shall be mailed to the protestant.

6.0 CONTRACT BOND REQUIREMENTS

6.1 The Successful Bidder, where the Contract Price exceeds twenty-five thousand dollars ($25,00), 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 statues.

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

7.1 Section 7-1-55A, NMSA 1978 provides that any person (as defined in Section 7-1-3, NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

7.2 If the total sum to be paid under the contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (7-1-55B, NMSA 1978).

7.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

8.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

8.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the City of Santa Fe, as those terms are used in the Gross Receipts and Compensating Tax Act (Section 7-10-1 to 7-10-5, NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.

8.2 The identification number is needed to properly complete the approval process of the contract; therefore, so as to

cause no delay in the processing, the Contractor must register with the State of New Mexico, Taxation and Revenue Department. For information contact:

Revenue Division
Taxation and Revenue Department
Manual Lujan Building
1200 St. Francis Drive
Santa Fe, New Mexico 87503
(505) 988-2290

8.3 If any person who performs services for the City of Santa Fe is not registered to pay the gross receipts tax, the City shall withhold payment of the amount due until the person has presented evidence of registration with the Taxation and Revenue Department to pay the gross receipts tax.

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

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

10.0 STATE ALLOWANCES

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

11.0 MINIMUM WAGE RATES

11.1 This project is subject to New Mexico State Wage Rate **Wage Decision # SF-16-0436-A** and the City of Santa Fe's Minimum Wage Ordinance both of which are attached.

12.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED

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

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

13.1 The Contractor, at his own expense, shall secure the required building permits from the State CID as required for this Project. Contractor shall adhere to the requirements established for inspections.

14.0 CITY OF SANTA FE REQUIREMENTS

14.1 The General Contractor shall include in the Bid the cost of all landfill dumping fees; additionally, the Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.

14.2 Construction debris and human debris must be cleaned from the site before contractor leaves site daily.

14.3 The Contractor shall adhere to any applicable City of Santa Fe ordinances, resolutions, guidelines, and other requirements to complete the work.

C. CONTRACT EXHIBITS

Exhibit II – City of Santa Fe Water Division General Construction Conditions

Exhibit III – Wage Rates and Labor Enforcement Fund Registration

Exhibit IV – Work Descriptions with Measurement & Payment for Unit Prices

Exhibit V – Standard Project Details

EXHIBIT II – CITY OF SANTA FE WATER DIVISION 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 any Work Order under 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 within seven (7) calendar days of the date of the change using the City's form, 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 changes to a Work Order 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, indemnity 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; except for work relating to re-paving and repairing of street surfaces. **All street surface related work shall carry a minimum two (2) year warranty.** 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 this Contract entitled "Scope of 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 be 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 five (5) 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 flied 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 Parry 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 other wise 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 REOUIREMENTS

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 cleanup 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.

EXHIBIT III – WAGE RATES AND LABOR ENFORCEMENT FUND REGISTRATION

1.0 WAGE RATES

This project is subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project are as listed in the New Mexico State Labor and Industrial Commission Minimum Wage Rate Decision Number **SF-16-0436-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 Water Division, 801 W. San Mateo Road, Santa Fe, NM 87505, C/O Engineer Supervisor, and one (1) copy also certified directly to the New Mexico State Labor Commission - Public Works Division, Aspen Building, 1596 Pacheco Street, Santa Fe, New Mexico 87505, 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.

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

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

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU

QUESTIONS?? Call OR E-mail:

Patricia Barela @ (505) 841-4409 OR patricia.barela@state.nm.us or
Lori Griego @ (505) 841-4408 OR lori.griego2@state.nm.us or
Michael Fanestiel @ (505) 841-8995 OR michael.fanestiel@state.nm.us fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Water Division; Public Utilities	**Santa Fe**	**07/06/11**	**SF-11-0841 A**
Division; City of Santa Fe		**Expires for Bids**	
Type of Construction: A		**Upon approval of 2011 rates**	

Description of Work: City Wide Water Utility Pavement Restoration Contract
Repair streets after water utility construction done by the Water Division (not under this contract).

***REMINDER* to those preparing BID documents:** If bids are not opened by the above "Expires for Bids" date, a **NEW** wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-8995 to check status of new wage rates.

N O T I C E S

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

New Mexico Department of Workforce Solutions
Public Works Bureau

625 Silver Ave SW, Suite 410, Albuquerque, NM 87102
Michael Fanestiel (505) 841-8995 Patricia Barela (505) 841-4409 Lori Griego (505) 841-4408
Email to: public.works@state.nm.us or fax to: (505) 841-4423

Wage Decision *# SF-11-0841 A*
NOTIFICATION OF AWARD (NOA)

***Description and Location of Work*: City Wide Water Utility Pavement Restoration Contract**
Repair streets after water utility construction done by the Water Division (not under this contract).

City of Santa Fe Santa Fe County 801 W San Mateo Rd

REMINDER for Agency Conducting BID Process: **If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.**
When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the ***GENERAL/PRIME CONTRACTOR.*** The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2nd tier subcontractors) and fax or mail it to the address above. ***If the project is canceled,*** this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

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

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

Telephone: _____ Fax:_____

Project Contact's name:_____E-Mail:_____

Approximate Date Work to Start:_____

Estimated Completion Date:_____

Estimated Cost of Project:_____

Bid Opening Date:_____

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments),** subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for Contracting Agency (or agent) _____
Printed Name_____

Date _____

8/10/07

SUBCONTRACTOR LIST

Do NOT list suppliers or professional services (such as surveyors)

INCLUDE individual subcontractor dollar amount for project

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

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

Wage Dec. # SF-11-0841 A

*General Contractor:*_____

Company Name:_____
Address:_____City:_____State:____Zip:_____
E-Mail Address:_____ License No.:_____
Phone No.:_____Fax No.:_____ Sub ____ 2nd TIER ____ 3rd TIER ___
(To Whom) **(To Whom)**
Work to be performed: Amount ($):

Company Name:_____
Address:_____City:_____State:____Zip:_____
E-Mail Address:_____ License No.:_____
Phone No.:_____Fax No.:_____ Sub ____ 2nd TIER ____ 3rd TIER ___
(To Whom) **(To Whom)**
Work to be performed: Amount ($):

Company Name:_____
Address:_____City:_____State:____Zip:_____
E-Mail Address:_____ License No.:_____
Phone No.:_____Fax No.:_____ Sub ____ 2ne TIER ____ 3rd TIER ___
(To Whom) **(To Whom)**
Work to be performed: Amount ($):

Company Name:_____
Address:_____City:_____State:____Zip:_____
E-Mail Address:_____ License No.:_____
Phone No.:_____Fax No.:_____ Sub ____ 2nd TIER ____ 3rd TIER ___
(To Whom) **(To Whom)**
Work to be performed: Amount ($):

Company Name:_____
Address:_____City:_____State:____Zip:_____
E-Mail Address:_____ License No.:_____
Phone No.:_____Fax No.:_____ Sub ____ 2nd TIER ____ 3rd TIER ___
(To Whom) **(To Whom)**
Work to be performed: Amount ($):

Company Name:_____
Address:_____City:_____State:____Zip:_____
E-Mail Address:_____ License No.:_____
Phone No.:_____Fax No.:_____ Sub ____ 2ne TIER ____ 3rd TIER ___
(To Whom) **(To Whom)**
Work to be performed: Amount ($):

City Wide Water Utility Pavement Restoration Contract: Wage Decision # SF-11-0841 A

Repair streets after water utility construction done by the Water Division (not under this contract).

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

Effective January 1, 2010

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.

Insert Seventeen (17) pages for NM Wage Rates PDF

EXHIBIT IV – WORK DESCRIPTION WITH MEASUREMENT & PAYMENT

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

Asphalt Pavement Removal & Disposal: Payment for removal and disposal of asphalt pavement shall be made at the unit price per square yard for less than or equal to 2" and greater than 2" through 6" in thickness. Payment for removal of asphalt pavement greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. removing a 10" thickness paid at the unit price X 1.67). Work shall include cutting pavement as marked, removing and satisfactorily disposing pavement and any incidental items required to complete the Work.

Concrete Pavement Removal & Disposal: Payment for concrete pavement removal and disposal shall be made at the unit price per square yard for less than or equal to 2" and greater than 2" through 6" in thickness. Payment for removal and disposal of concrete pavement greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. removing a 10" thickness paid at the unit price X 1.67). Work shall include cutting pavement as marked, removing and satisfactorily disposing pavement and any incidental items required to complete the Work.

Concrete Curb and Gutter Removal & Disposal: Payment for concrete curb and gutter removal and disposal shall be made at the unit price per linear foot of concrete curb and gutter that is removed and disposed. Work shall include cutting curb and gutter as marked in the field, removing and satisfactorily disposing curb and gutter and any incidental items required to complete the Work.

Concrete Sidewalk Removal & Disposal: Payment for concrete sidewalk removal and disposal shall be made at the unit price per square yard of concrete sidewalk that is removed and disposed. Work shall include cutting sidewalk as marked, removing and disposing sidewalk and any incidental items required to complete the Work.

Replace Asphalt Street Pavement: Payment for replacing asphalt street pavement shall be made at the unit price per square yard for less than or equal to 2" and greater than 2" through 6" in thickness (asphalt, or temporary cold mix). Payment for replacing asphalt street pavement greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. paving a 10" thickness paid at the unit price X 1.67). Work shall include preparing sub grade, furnishing and installing sub base and base pavement course(s) with or without a laydown machine, cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work.

Replace Concrete Street Pavement: Payment for replacing concrete street pavement shall be made at the unit price per square yard for less than or equal to 2" and greater than 2" through 6" in thickness. Payment for replacing concrete street pavement greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. paving an 8" thickness paid at the unit price X 1.33). Work shall include preparing sub grade, furnishing and installing sub base and base pavement course(s), cleaning-up and removing and disposing of any excess materials and any

incidental items required to complete the Work. In areas where colored concrete is required, additional costs shall be considered an incidental expense.

Replace Concrete Curb & Gutter: Payment for concrete curb and gutter shall be made at the unit price per linear foot. Work shall include preparing sub grade, preparing forms, installing concrete curb and gutter, installing jointing material, cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work. In areas where colored concrete is required, additional costs shall be considered an incidental expense.

Replace Concrete Sidewalk: Payment for concrete sidewalk shall be made at the unit price per square yard. Work shall include preparing sub grade, preparing forms, installing concrete sidewalk, installing jointing material, and cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work. In areas where colored concrete is required, additional costs shall be considered an incidental expense.

Replace Gravel Surface on Unpaved Streets or Driveways: Payment for gravel surface replacement shall be made at the unit price per cubic yard for gravel surfaces less than or equal to 2" and greater than 2" through 4" in thickness. Payment for replacing gravel surface greater than 4" in thickness shall be made at the unit price times the actual thickness in inches divided by 4 inches (e.g. graveling a 6" thickness paid at the unit price X 1.50). Work shall include grading, preparing sub grade, installing gravel surface course, cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work.

Base Course/Gravel (crushed or landscape): Payment for base course shall be made at the unit price per square yard for 0" through 3" in thickness and 3" through 6" in thickness installed within specified limits. Payment for placing base course/gravel greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. placing a 9" thickness paid at the unit price X 1.50). Work shall include grading, preparing sub grade, installing base course, cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work.

Hot-Poured Crack Sealing: Payment for hot-poured crack sealant shall be based on the unit price bid per pound of sealant. Material shall conform to ASTM D 6690. Contractor shall comply with Section 411 of the New Mexico State Highway Department Standard Specifications, 2007 Edition.

Slurry Seal: Payment for slurry seal shall be based on the unit price bid per square yard of area to be sealed. Contractor shall comply with the specifications below:

SLURRY SEAL SPECIFICATIONS
(BASED UPON NM STATE PRICE AGREEMENT SPECIFICATIONS FOR SLURRY SEAL)

1.0 DESCRIPTION
THIS WORK SHALL CONSIST OF MIXING ASPHALT EMULSION, AGGREGATE, AND WATER AND SPREADING THE MIXTURE ON THE SURFACE OF DESIGNATED PAVEMENT AREAS. THE COMPLETED SLURRY SEAL SHALL LEAVE A HOMOGENEOUS MAT, ADHERE FIRMLY TO THE PREPARED SURFACE, AND HAVE A SKID RESISTANT SURFACE TEXTURE.

2.0 MATERIALS
THE MATERIALS FOR SLURRY SEAL IMMEDIATELY PRIOR TO MIXING SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

2.1 ASPHALTIC EMULSION

THE ASPHALTIC EMULSION SHALL BE QUICK SET TYPE GRADES, CQS OR CQS-1H; SHALL BE INDUSTRIALLY RECOMMENDED FOR THE USE INTENED; AND SHALL MEET ALL APPROPRIATE REQUIREMENTS OF THE NEW MEXICO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR BITUMINOUS MATERIAL (SECTION 402), LATEST EDITION. THE ASPHALTIC EMULSION SHALL BE TOTALLY COMPATIBLE WITH THE AGGREGATE AND ALL OTHER MATERIALS INCORPORATED IN THE MIXTURE, INCLUDING BUT NOT LIMITED TO SUCH FACTORS AS ABSORPTION CHARGE, COATING, AND BLENDING. LATEX OR SIMILAR MODIFIRERS ARE NOT REQUIRED, AND THE ASSOCIATED COSTS SHOULD NOT BE INCLUDED IN THE BID AMOUNT.

2.2 WATER

WATER USED IN THE SLURRY SEAL SHALL BE CLEAR AND FREE FROM OIL, SALT, VEGETABLE MATTER, OR OTHER DELETERIOUS MATERIAL. WATER SHALL NOT HAVE A PH VALUE OF LESS THAN 4.5 OR MORE THAN 8.5, AS DETERMINED BY AASHTO T20 PRIOR TO ITS USE. SULFATE CONTENT, SUCH AS SO, SHALL NOT EXCEED ONE THOUSAND PARTS PER MILLION.

2.3 AGGREGATE

THE MINERAL AGGREGATE SHALL CONSIST OF MANUFACTURED ANGULAR SAND, CRUSHED FINES, OTHER APPROVED MINERAL AGGREGATE, OR COMBINATIONS THEREOF, SMOOTH-TEXTURED SAND OF LESS THAN 1.25 PERCENT WATER ABSORPTION AND SHALL NOT EXCEED 50 PERCENT OF THE TOTAL COMBINED AGGREGATE. THE AGGREGATE SHALL HAVE A MINIMUM SAND EQUIVALENT OF 45. THE AGGREGATE SHALL BE LEAN, DURABLE, AND FREE FROM VEGETABLE MATTER AND OTHER DELETERIOUS SUBSTANCES. THE AGGREGATE SHALL BE WELL AND UNIFORMLY GRADED, AND SHALL MEET THE GRADATION REQUIREMENTS DELINEATED BELOW, BUT SHALL VARY FROM THE HIGH OR LOW LIMITS OF ANY PARTICULAR SIEVE TO THE OPPOSITE LIMITS OF A FOLLOWING SIEVE.

SIEVE SIZE	TYPE I FINE SEAL	TYPE II GENERAL SEAL
1/2 INCH	100	100
3/8	100	100
NO.4	100	90-100
NO.8	90-100	65-90
NO. 16	65-90	45-70
NO. 30	40-60	30-50
NO. 50	25-42	18-30
NO. 100	15-30	10-21
NO. 200	10-20	5-15
TYPICAL RESIDUAL ASPHALT	12-16 %	9.5-13.5%

2.4 MINERAL FILLERS

MINERAL FILLERS SUCH AS PORTLAND CEMENT, LIMESTONE DUST, LIME, FLY ASH, AND OTHER APPROVED MINERAL FILLERS SHALL BE INCLUDED AS NEEDED, SHALL BE CONSIDERED PART OF THE BLENDED AGGREGATE, AND SHALL BE USED IN THE AMOUNTS REQUIRED, MINERAL FILLERS SHALL MEET THE APPLICABLE REQUIREMENTS OF ASTM 0242.

2.5 MIXED DESIGN REQUIREMENTS

THE CONTRACTOR SHALL FORMULATE THE SLURRY SEAL MIX TO MEET ALL REQUIREMENTS OF THESE SPECIFICATIONS. IF THE ENGINEER FEELS THAT A MIX DESIGN IS REQUIRED, THE CONTRACTOR SHALL PREPARE THE MIX DESIGN FROM THE CONTRACTOR SUPPLIED MATERIALS. THE DEVELOPED MIX DESIGN WILL INCLUDE THE FOLLOWING INFORMATION:

(A) AGGREGATE GRADATION
(B) ADDITIVE TO BE USED IF NEEDED; PERCENTAGE BY WEIGHT OF AGGREGATE
(C) ASPHALT PERCENTAGE AND TYPE
(D) SAND EQUIVALENT OF AGGREGATE
(E) SETTING TIME (40 MINUTE MAX)
(F) WATER RESISTANCE TEST RESULTS; PASS OR FAIL

(G) RESULTS OF WET TRACT ABRASION TEXT (MAX LOSS OF 75 GRAMS PER SQ FT.)

THE CONTRACTOR IS TO SUBMIT TO THE ENGINEER THE RESULTS IF A TESTED SAMPLE OF ALL COMPONENTS OF THE MIXTURE INCLUDING BUT NOT LIMITED TO AGGREGATE, EMULSION, ADDITIVES, AND ANY FIBER. THE TESTING SHALL BE OF THE MATERIAL MIXTURE THAT IS TO BE ACTUALLY USED ON THE PROJECT. THE TESTING SHALL VERIFY TOTAL COMPLIANCE WITH THESE SPECIFICATIONS, AND SHALL BE SIGNED FOR ACCURACY AND APPROPRIATENESS BY A REGISTERED PROFESSIONAL ENGINEER. SIGNED CERTIFICATES FROM THE SPECIFIC SUPPLIERS INVOLVED, VERIFYING THE COMPONENTS AND/OR MAKE-UP OF THE EMULSION, ADDITIVES AND FIBER WILL BE CONSIDERED SATISFACTORY FOR THOSE PRODUCTS. ALL COSTS ASSOCIATED WITH SUCH TESTING SHALL BE BORNE BY THE CONTRACTOR. THE SIGNED TEST RESULTS WILL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER. THE ENGINEER SHALL UNDERTAKE A FORMAL REVIEW AND APPROVAL OR REJECTION OF THE TEST RESULTS DATA.

THE CONTRACTOR SHALL APPLY NO SLURRY SEAL UNTIL THERE HAS BEEN A FORMAL APPROVAL OF THE TEST RESULTS BY THE ENGINEER. PRIOR TO ACTUAL CONTRACT APPLICATION, THE APPROVED MIX SHALL BE FIELD TESTED AND TRIAL PLACED ON THE SITE LOCATION DESIGNATED ACCEPTABLE TO THE ENGINEER. THE CONTRACTOR SHALL RUN THE PROPOSED SLURRY MIX TO VERIFY THE ACCURACY OF THE FEEDING AND METERING DEVICES ESPECIALLY RELATED TO GATE OPENINGS, EMULSION PUMPING, AGGREGATE FEED BELT REVOLUTIONS, AND MIX PROPORTIONS. AFTER THE PROPOSED MIX HAS BEEN VERIFIED, THE MIXTURE SUPPLIED FOR THE PROJECT SHALL CONFORM TO THE FOLLOWING TORLERANCES.

PASSING NO.4 SIEVE	+/- 2 %	
PASSING NO.8 SIEVE	+/- 4 %	
PASSING NO.16 SIEVE	+/- 5 %	
PASSING NO.30 SIEVE	+/- 5 %	
PASSING NO.50 SIEVE	+/- 4 %	
PASSING NO.100 SIEVE	+/- 3 %	
PASSING NO.200 SIEVE	+/- 2 %	
RESIDUAL ASPHALT	+/- 0.4 %	(% DRY WEIGHT OF AGGREGATE)

THE ENGINEER MAY REQUIRE ADJUSTMENT OF THE ASPHALT EMULSION BY THE CONTRACTOR DURING CONSTRUCTION TO ACCOUNT FOR THE AMOUNT OF ASPHALT ABSORBED BY THE PAVEMENT.

2.6 ADDITIVES

ADDITIVES MAY BE USED TO ACCELERATE OR RETARD THE BREAK-SET OF THE SLURRY SEAL, OR IMPROVE THE RESULTING FINISHED SURFACE. THE INCLUSION OF ADDITIVES IN THE SLURRY MIX (OR WITH INDIVIDUAL MATERIALS) SHALL BE DONE BY THE CONTRACTOR IN QUANTITIES PREDETERMINED BY THE MIX DESIGN WITH FIELD ADJUSTMENTS, IF REQUIRED, ONLY AFTER APPROVAL BY THE ENGINEER. ASSOCIATED COSTS FOR SUCH ADDITIVES WILL BE NEGOTIATED SEPARATELY WITH THE CONTRACTOR.

2.7 STABILITY

THE SLURRY MIXTURE SHALL POSSES SUFFICIENT STABILITY SO THAT PREMATURE BREAKING OF THE SLURRY SEAL IN THE SPREADER BOX DOES NOT OCCUR. THE MIXTURE SHALL BE HOMOGENEOUS DURJNG AND FOLLOWING MIXING AND SPREADING. IT SHALL BE FREE OF EXCESS WATER OR EMULSION, AND FREE OF SEGREGATION OF THE EMULSION AND AGGREGATE FINES FROM THE COARSER AGGREGATE.

3.0 CONSTRUCTION

3.1 WEATHER LIMITATIONS

NO SLURRY SEAL SHALL BE APPLIED:

(A) WHEN THERE IS A POSSIBILITY THAT THE FINISHED PRODUCT WILL FREEZE BEFORE IT CURES COMPLETELY.

(B) WHEN THE PAVEMENT OR AIR TEMPERATURE IS 55 DEGREES F OR BELOW AND FALLING, BUT MAY BE APPLIED WHEN BOTH AMBIENT TEMPERATURE AND PAVEMENT TEMERATURE ARE 45 DEGREES F OR ABOVE AND RISING.

(C) IN THE PERIOD FOLLOWING A RAIN WHILE FREE WATER REMAINS ON THE SURFACE TO BE COATED.

(D) DURING PERIOD OF ABNORMALLY HIGH HUMIDITY OR WHEN RAIN MAYBE FALLING WITHIN THREE HOURS.

3.2 EQUIPMENT

SLURRY SEAL MIXER: THE SLURRY SEAL MIXING MACHINE SHALL BE CONTINUOUS FLOW MIXING UNIT, CAPABLE OF DELIVERJNG ACCURATELY PREDETERMINED PROPORTIONS OF AGGREGATE, WATER AND ASPHALT EMULSION TO THE MIXING CHAMBER, AND OF DISCHARGING THE THOROUGHLY MIXED PRODUCT ON A CONTINUOUS BASIS. THE AGGREGATE SHALL BE PREWETTED IMMEDIATELY PRIOR TO MIXING WITH THE EMULSION. THE MIXING CHAMBER SHALL BE CAPABLE OF THOROUGHLY BLENDING ALL INGREDIENTS. NO VIOLENT MIXING WILL BE PERMITTED.

THE MIXTURE SHALL BE EQUIPPED WITH AN APPROVED FINES FEEDER HAVING AN ACCURATE METERING DEVICE, OR OTHER APPROVED MEANS OF INTRODUCING A PREDETERMINED QUANTITY OF MINERAL FILLER INTO THE MIXER AT THE TIME AND LOCATION THAT THE AGGREGATE IS INTRODUCED INTO THE MIXING MACHINE. THE FINES FEEDER SHALL BE USED WHENEVER MINERAL FILLER IS A PART OF THE AGGREGATE BLEND. THE MIXING MACHINE SHALL BE EQUIPPED WITH A WATER PRESSURE SYSTEM AND FOG-TYPE SPRAY BAR, ADEQUATE FOR COMPLETE FOGGING OF THE SURFACE IMMEDIATELY AHEAD OF THE SPREADING EQUIPMENT. WHEN FOGGING IS REQUIRED BY THE ENGINEER, THE RATE OF APPLICATION SHALL BE 0.04-0.06 GALLONS OF WATER PER SQUARE.

THE MACHINE SHALL BE CAPABLE OF MINIMUM SPEED OF 60 FEET PER MINUTE AND SHALL NOT EXCEED 180 PER MINUTE WHILE IN OPERATION. THE MIXING MACHINE SHALL HAVE SUFFICIENT STORAGE CAPACITY TO PROPERLY MIX AND APPLY A MINIMUM OF FIVE TONS OF SLURRY SEAL. THE CONTRACTOR IS ADVISED THAT FOGGING INCLUSION WILL BE THE ENGINEER'S DECISION. A FORMAL YES/NO TYPE CALL WILL BE MADE ON A SITUATIONAL BASIS. ANY WORK THE CONTRACTOR UNDERTAKES WITHOUT SUCH EXPRESSED GUIDELINES MIGHT BE GROUNDS TO REQUIRE REWORKING OF AN AREA AS ELSEWHERE EXPLAINED IN THESE SPECIFICATIONS.

SPREADING EQUIPMENT: THE SPREADER SHALL INCLUDE AN ADJUSTABLE MECHANICAL TYPE SQUEEGEE DISTRIBUTOR. HAVING FLEXIBLE MATERIAL IN CONTACT WITH THE SURFACE TO PREVENT LOSS OF SLURRY FROM THE DISTRIBUTOR, AND TO ASSURE UNIFORM SPREAD. THERE SHALL BE A STEERING DEVICE AND A FLEXIBLE STRIKE-OFF. THE BOX SHALL BE KEPT CLEAN, AND BUILD-UP OF ASPHALT AND AGGREGATE SHALL NOT BE PERMITTED.

AUXILIARY EQUIPMENT: HAND SQUEEGEE, SHOVELS, AND OTHER EQUIPMENT SHALL BE USED AS NECESSARY TO PERFORM THE WORK, CLEANING EQUIPMENT INCLUDING BUT NOT LIMITED TO POWER BROOMS, POWER BLOWERS, AIR COMPRESSORS, WATER FLUSHING EQUIPMENT, AND HAND BROOMS SHALL BE AS NEEDED FOR REQUIRED SURFACE PREPARATION.

3.3 SURFACE PREPARATION

PRIOR TO PLACING THE SLURRY SEAL COAT, UNSATISFACTORY AREAS SHALL BE REPAIRED AND THE SURFACE SHALL BE CLEANED OF DUST, DIRT, OR OTHER LOOSE FOREIGN MATTER, GREASE, OIL, EXCESSIVE RUBBER ACCUMULATION, OR ANY TYPE OF OBJECTIONABLE SURFACE FILM. ANY STANDARD CLEANING METHOD WILL BE ACCEPTABLE EXCEPT THAT WATER FLUSHING WILL NOT BE PERMITTED IN AREAS WHERE CONSIDERABLE CRACKS ARE PRESENT IN THE PAVEMENT SURFACE. ANY PAINTED STRIPES OR MARKINGS ON THE SURFACE OF THE ROADWAYS TO BE TREATED, SHALL BE REMOVED.

3.4 APPLICATION OF SLURRY SEAL

WHEN FOGGING IS REQUIRED BY THE ENGINEER, THE EXISTING SURFACE SHALL BE FOGGED WITH WATER IMMEDIATELY PRECEDING THE SPREADER. WATER USED IN THE PRE-WETTING SHALL BE

APPLIED SUCH THAT THE ENTIRE SURFACE IS DAMP WITH NO APPARENT FLOWING WATER IN FRONT OF THE SLURRY BOX. THE RATE OF THE APPLICATION OF THE FOG SPRAY SHALL BE ADJUSTED DURING THE DAY TO SUIT TEMPERATURES, SURFACE TEXTURE, HUMIDITY, AND DRYNESS OF THE PAVEMENT SURFACE.

THE SLURRY SEAL MIXTURE SHALL BE OF THE DESIRED CONSISTENCY AS IT LEAVES THE MIXER. THE CONTRACTOR SHALL CONFORM TO THE ESTABLISHED DESIGN MIX. THE TOTAL MIXING TIME SHALL NOT EXCEED TWO MINUTES. A SUFFICIENT AMOUNT OF SLURRY SEAL MIXTURE SHALL BE CARRIED IN ALL PARTS OF THE SPREADER SUCH THAT COMPLETE COVERAGE OF THE UNDERLYING SURFACE IS AFFECTED. PLACED SLURRY SEAL THICKNESS SHALL BE 1/8 TO 1/3 INCH. IN AREAS NOT ACCESSIBLE TO THE SLURRY MIXTURE, THE SLURRY SEAL MIXTURE SHALL BE HAND WORKED WITH APPROVED SQUEEGEES. TREATED AREAS SHALL BE PROTECTED BY BARRICADES AND BE ALLOWED TO CURE UNTIL SUCH TIME AS THE SLURRY SEAL HAS COMPLETELY SET UP. THE FOLLOWING SHALL NOT BE PERMITTED:

(A) LUMPING, BALLING OR UNMIXED AGGREGATE
(B) SEGREGATION OF THE EMULSION AND AGGREGATE FINES FROM THE COARSE AGGREGATE. IF THE COARSE AGGREGATE SETTLES TO THE BOTTOM OF THE SLURRY SEAL MIX, THE SLURRY SEAL MIX SHALL BE REMOVED FROM THE UNDER-LYING SURFACE.
(C) EXCESSIVE BREAKING OF THE EMULSION IN THE SPREADER BOX.
(D) STREAKS OR OTHER UNSIGHTLY APPEARANCES SUCH AS EDGE LINES THAT ARE NOT UNIFORM AND STRAIGHT.
(E) EXCESSIVE BUILD-UP OF SLURRY SEAL MIX ON LONGITUDINAL OR TRANVERSE JOINTS.

THE FINISHED SURFACE SHALL HAVE NO MORE THAN FOUR (4) TEAR OR DRAG MARKS GREATER THAN 1/2 INCH (13 MM) WIDE AND 4 INCHES (100 MM) LONG IN ANY 12 FOOT BY 22 FOOT (25 SQ, METER) SECTION. IT SHALL HAVE NO TEAR OR DRAG MARKS GREATER THAN 1 INCH (25 MM) WIDE AND 3 INCHES (15 MM) LONG. THE FINISHED SURFACE SHALL HAVE NO TRANSVERSE RIPPLES OF l/4 INCH (6 MM) OR MORE IN DEPTH, AS MEASURED WITH A 10 FOOT (3 METER) STRAIGHT EDGE LAID UPON THE SURFACE. ADJACENT LANES SHALL BE LAPPED AT THE EDGES A MINIMUM OF 2 INCHES (50 MM) WITH A MAXIMUM OF 4 INCHES (100 MM) TO PROVIDE COMPLETE SEALING AT THE OVERLAP. CONSTRUCTION LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE NEAT AND UNIFORM WITHOUT BUILDUP, UNCOVERED AREAS, OR UNSIGHTLY APPEARANCE. ALL JOINTS SHALL HAVE NO MORE THAN 1/4 INCH (6 MM) DIFFERENCE IN ELEVATION WHEN MEASURED ACROSS WITH A 10 FOOT (3 METER) STRAIGHT EDGE.

3.5 TESTING

ALL TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH AND SHALL MEET THE REQUIREMENTS OF AASHTO T59. THE ENGINEER SHALL DECIDE IF ANY TESTING OF PLACED SLURRY SEAL IS TO BE REQUIRED. IF THE CITY DETERMINES THAT THE TESTING OF PLACED MATERIAL IS WARRANTED, THE CITY SHALL PAY FOR ALL THE ASPECTS OF THE FIRST ROUND ASSOCIATED WITH SUCH TESTING WITH THE FOLLOWING PROVISIONS: THE CITY SHALL PAY FOR THE FIRST ROUND BUT ANY MATERIAL THAT DOES NOT MEET SPECIFICATIONS SHALL BE RETESTED. THE CONTRACTOR SHALL PAY FOR ALL RETESTING WHICH WILL BE A CITY-SELECTED LABORATORY. AREAS THAT DO NOT PASS MAY BE REMOVED, RESLURRIED, AND RETESTED AT THE CONTRACTOR'S EXPENSE AS MANY TIMES AS NECESSARY TO ACHIEVE PASSED TESTED RESULTS. THE CITY SHALL DETERMINE ALL SPECIFICS ASSOCIATED WITH THE REWORKING, INCLUDING, BUT NOT LIMITED TO THE UTILIZATION OF CITY-SELECTED ADDITIONAL FIRMS, ALL AT THE CONTRACTOR'S EXPENSE.

3.6 ROLLING

ROLLING IS NOT REQUIRED AND SHOULD NOT BE INCLUDED IN THE BID AMOUNT. IF THE ENGINEER FEELS ROLLING IS WARRANTED, COSTS FOR THAT ITEM WILL BE NEGOTIATED SEPARATELY WITH CONTRACTOR. WHEN INCLUDED. ROLLING WILL BE PERFORMED BY A FIVE TON MINIMUM ROLLER. ALL AREAS TO BE SO TREATED WILL BE SUBJECTED TO AT LEAST FIVE COVERAGES, PNEUMATIC ROLLERS SHOULD BE OPERATED AT A TIRE PRESSURE OF 50 POUNDS PER SQUARE INCH. ROLLING ACTION UNDERTAKEN BY THE CONTRACTOR WITHOUT THE ENGINEER'S EXPRESSED PERMISSION WILL BE AT THE CONTRACTOR'S OWN EXPENSE.

4.0 METHOD OF MEASUREMENT

THE SLURRY SEAL SURFACE WILL BE MEASURED BY THE SQUARE YARD COMPLETE IN PLACE; WHICH PRICE AND PAYMENT WILL BE CONSIDERED FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, AND TOOLS. EQIUPMENT; FOR REMOVING EXISTING MARKINGS PRIOR TO APPLICATION; FOR CLEANING SURFACES TO BE TREATED; FOR PROTECTING THE SLURRY SEAL THROUGHOUT THE CURING PERIOD; AND FOR PROVIDING NECESSARY TESTING.

Materials Invoice Cost Plus Mark Up: There is no guaranteed quantity. Payment for materials required for a job, which are not specified in the Bid Items, shall be made (after proper approval by CONTRACTING AGENCY) at the invoiced cost plus the percentage markup as bid.

Traffic Control Invoice Cost Plus Mark Up: There is no guaranteed quantity. Payment for traffic control shall be based on required traffic control for specific job as approved by City's Traffic Division (including flagman, signing, barricades, etc.) at the invoice cost for traffic control plan development and implementation plus the percentage markup as bid. Contractor's administrative work shall be incorporated into project material costs.

Street Cut Permits: There is no guaranteed quantity. Payment for street cut permits shall be based on amount invoiced by City's Traffic Division for specific job. Contractor's administrative work shall be incorporated into project material costs.

Project Signs: There is no guaranteed quantity. Payment for project signs shall be based on manufacturing costs associated with project signs. Project signs will be required as necessary to notify the public as to the construction project (typically 2 per project). A sample project sign is detailed in the Standard Project Details section.

Material Testing: There is no guaranteed quantity. Payment for project material testing shall be based on the invoice cost for material testing plus the percentage markup as bid. Contractor's administrative work shall be incorporated into project material costs and shall comply with The New Mexico State Highway Department Standard Specifications, 2000 Edition.

Technical Specification: The New Mexico State Highway Department Standard Specifications, 2000 Edition shall govern construction of this project. Special attention is called to the items that follow.

- Compaction shall be a minimum of 95% Modified Proctor
- All Materials shall meet outlined specifications
- Percent Mark-ups on non-bid Materials, Traffic Control, and Street Cut Permits are not guaranteed, and shall be invoiced only as utilized.
- All Traffic Control shall comply with the Manual on Uniform Traffic Control Devices.
- Pavement may be placed in 2 – 2-inch lifts or 1 – 4-inch lift.
- Inspection and quantities will be monitored by the Streets Engineer or his Designee.
- Streets Engineer or Designee shall be the final authority on all workmanship.
- Work for each work order generated shall be completed in fifteen working days and be warranted for two years.
- Work payments will be made on a weekly basis, bi-weekly basis or a monthly basis as desired by the contractor
- Unit Quantities quoted are subject to change based on actual field conditions after pavement is removed.

Cold Milling: There is no guaranteed quantity. Cold milling shall consist of removing and salvaging existing paving material as shown in the Work Order. For this Contract it is anticipated the cold milling will normally be used to remove the entire depth of paving to the underlying base or subgrade and the salvaged material shall be hauled to either the Transmission and Distribution Facility located at 801 W. Sam Mateo Road, Santa Fe, NM or to a recycling facility (at the Engineer's discretion) [Bituminous option d. or Concrete option c.]. There may be times that the other milling options may be exercised, so they have been included in this contract for clarity. Cold milling is divided into the following classes and types:

1. Bituminous Surfaces:
    a. Cold Milling, Class 1. The surface shall be milled to remove surface irregularities, including longitudinal wheel ruts. When milling is finished, there shall be no evidence of longitudinal wheel ruts. Milling to specified transverse slope will not be required. Milling will include inlays to meet fixed elevations where shown in the Work Order.
    b. Cold Milling, Class 2. The surface shall be milled to remove surface irregularities and to attain the slope shown in the Work Order. Milling will include inlays to meet fixed elevations where shown in the Work Order.
    c. Cold Milling, Class 3. The surface shall be milled to a uniform depth shown in the Work Order.
    d. Cold Milling, Class 4. The entire depth of existing surfacing shall be milled to the underlying base or subgrade. Approximately 1 inch of existing surfacing may (at the Engineer's request) be left in place to serve as a working platform.
    e. Cold Milling, Class 5. Irregular sections of surfacing shall be milled as shown in the Work Order.
2. Concrete Surfaces:
    a. Milling Concrete Curb. Concrete curbs shall be milled to a uniform depth shown in the Work Order.
    b. Milling Concrete for Inlays. Concrete surfaces shall be milled to create an area to place an asphaltic concrete inlay.
    c. Concrete Surface Milling. The concrete surface shall be milled to the depth specified in the Work Order.
3. Material Requirements:
    a. Essentially all of the milled material shall be pulverized to pass a *2*-inch sieve.
    b. The Contractor shall not include any underlying material in the millings.
4. Equipment:
    a. The milling shall be done with a commercially manufactured machine able to perform this work to the Engineer's satisfaction. The milling machine shall be self-propelled and shall have sufficient power, traction, and stability to maintain an accurate depth of cut. Pavement removal by scarifying, blading, or heating will not be allowed as milling.
    b. The cold milling machine shall be equipped with automatic controls for establishing profile grades at each edge of the machine. The reference shall be the existing pavement grade.
    c. Broken, missing or worn teeth shall be replaced if the machine is unable to maintain the surface texture requirements.

   d. The machine shall be equipped with a loading elevator to remove the milled material from the roadway surface.
   e. The machine shall be equipped with a means to effectively control dust generated by the cutting operation.

5. Construction Methods:
   a. If milling results in a vertical longitudinal face greater than 1-inch in depth between lanes, milling shall be performed on the adjacent lane in the same day.
   b. Transitions between milled and un-milled surfaces will be feathered either by milling or with wedges of bituminous material (maximum slope 1 horizontal to 4 vertical).
   c. Surfacing material that cannot be removed by cold milling equipment because of physical or geometric constraints shall be removed by other methods as approved by the Engineer.
   d. The surface shall be swept of milled material at the end of the work day, **every day**.
   e. Contractor shall hall milled material to the Transmission and Distribution yard at 801 W. San Mateo Road, Santa Fe, New Mexico, unless notified by Engineer.
6. Method of Measurement
   a. As shown on "Exhibit I – Fixed Unit Price Schedule", each class of cold milling will be measured as shown in the table for a normal pavement depth of 2-inches to 6-inches in square yards removed for asphalt pavement removal, in linear feet for milling concrete curbs, milling concrete for inlays will be measured per inlay, and concrete surface milling will be measured for a normal pavement depth of 2-inches to 6-inches in square yards removed.
   b. If for asphalt or concrete milling the depth removed is different than the "normal" the measurement will be adjusted as shown. The actual depth removed will be divided by six inches (6") and that ration will be multiplied by the unit price (for example if 10-inches of asphalt is milled, 10/6 = 1.67 and the unit rate would be multiplied by 1.67, if 1-inch of concrete was milled, 1/6 = 0.17 and the unit rate would be multiplied by 0.17). Work shall include milling as marked, removing and transporting milled pavement and any incidental items required to complete the Work.
   c. Roadways are measured in square yards, with the accuracy measured to the ± 0.1 square yard.
   d. Traffic control is paid under its own line item.
   e. Inlays are considered to be incidental.

EXHIBIT V – STANDARD PROJECT DETAILS

01 – SDCW Project Sign

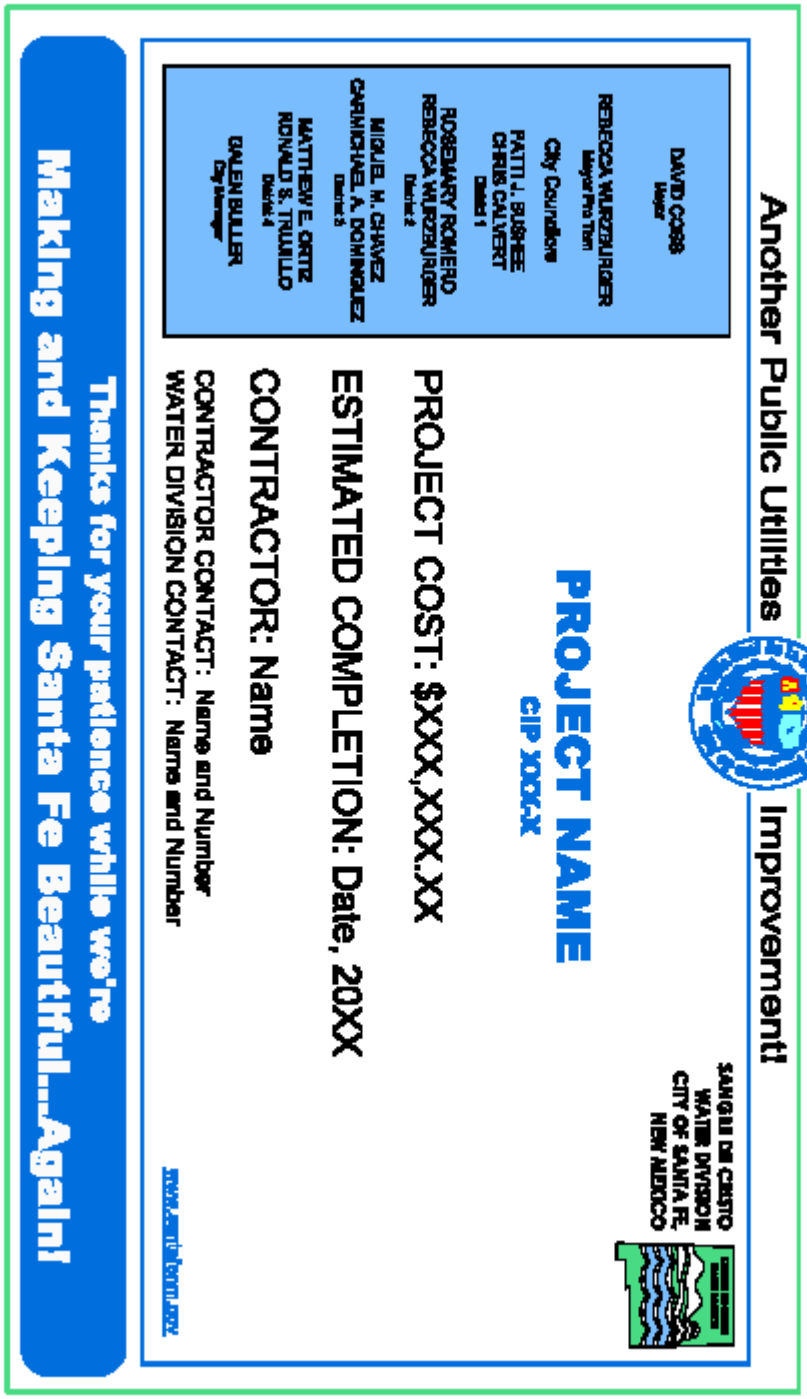
Another Public Utilities Improvement!
SANGRE DE CRISTO WATER DIVISION CITY OF SANTA FE, NEW MEXICO
DAVID COSS Mayor
REBECCA WURZBURGER Mayor Pro Tem
City Councilors
PATTI J. BUSHEE DISTRICT 1
CHRIS CALVERT DISTRICT 1
ROSEMARY ROMERO
REBECCA WURZBURGER DISTRICT 2
MIGUEL M. CHAVEZ
CARMICHAEL A. DOMINGUEZ DISTRICT 3
MATTHEW E. ORTIZ
RONALD S. TRUJILLO DISTRICT 4
GALEN BULLER City Manager
PROJECT NAME
CIP XXXX
PROJECT COST: $XXX,XXX.XX
ESTIMATED COMPLETION: Date, 20XX
CONTRACTOR: Name
CONTRACTOR CONTACT: Name and Number
WATER DIVISION CONTACT: Name and Number
www.santafenm.gov
Thanks for your patience while we're
Making and Keeping Santa Fe Beautiful...Again!

EXHIBIT VI – CITY OF SANTA FE MINIMUM WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

$10.91
PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living 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.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)