

City of Santa Fe, New Mexico



"INVITATION TO BID"

CIP #: 957

Wastewater Aeration System Improvement Project

BID # 20/17/B

BID DUE: March 11, 2020 at 3:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

200 Lincoln Ave, Room 122

SANTA FE, NEW MEXICO

87505

I, Alan MacGregor, Registered Professional Engineer No. 11709 (NM), hereby certify that this document was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

Alan MacGregor

PE 11709 NM

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A. BIDDING DOCUMENTS
ADVERTISEMENT FOR BIDS
BID NO. 20/17/B

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 200 Lincoln Ave, Room 122 Santa Fe, New Mexico 87505 **March 11, 2020 until 3:00 P.M. local prevailing time. Any bid received after this deadline will not be considered.**

This bid is for the purpose of procuring construction services to upgrade the wastewater aeration system at the Paseo Real Wastewater Treatment Plant. The contractor shall provide services to install pre-furnished equipment and those furnished by the contractor as specified in the plan drawings and specifications. The aeration improvements associated with the above mentioned construction work are, but not limited to, work within the facility buildings, aeration diffusers, laterals, headers, control valves, blowers, variable frequency drives, airflow meters, construction of an equalization tank, HVAC, SCADA interfacing equipment for upgraded aeration processes and existing process analyzers, electrical system and controls, wiring, system controls and equipment, internal and external (yard) piping, utility extensions (Electrical Power/ Auxiliary Power), scum removal system (selectors and aeration basins) replacement, upgrades to plant drain, piping, controls, and instrumentation. Construction work for this project will need to meet specific milestone dates to ensure permit requirements can be met into 2021. The construction services shall be scheduled and coordinated with City staff so the work during the project does not interrupt the City's ability to meet its current permit requirements as one aeration basin will be placed out of service at a time for construction work to be performed within the two basins.

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

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

Bids may be held for ninety (90) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Jessica Chavez, City of Santa Fe, Purchasing Office, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico 87505, (505) 955-6532.

ATTEST:

 CPD 2/11/2020
Fran Dunaway, Purchasing Officer

Received by the Santa Fe New Mexican on: February 6, 2020
To be published on: February 11, 2020

Received by the Albuquerque Journal on: February 6, 2020
To be published on: February 11, 2020

Received by the Las Cruces Sun-News on: February 6, 2020
To be published on: February 11, 2020

Contract documents may be reviewed at the Waste Water Management Division of the City and at the following plan rooms:

Builders News & Plan Room
3435 Princeton Dr. NE
Albuquerque, NM 87107
<http://buildersplanroom.com.lobo.com/>
Email: buildersnews@live.com

Construction Reporter
1609 2nd Street, NW
Albuquerque, NM 87102-1446
Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans
<http://dodge.construction.com/plans/>
Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room
coloradoplanroom@isqft.com

OBTAINING CONTRACT DOCUMENTS: Plan drawings, specifications and contract documents may be obtained online, or by requesting a copy at the following address:

Purchasing Office
City Hall
200 Lincoln Ave Room 122
Santa Fe, New Mexico 87505
(505) 955-6532
https://www.santafenm.gov/bids_rfps

Each bidder must conform to the conditions specified in the section entitled "Information to Bidders".

BID GUARANTEE: Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five percent (5%) of the amount of the bid payable to the City of Santa Fe as a guarantee that if the bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within ten (10) days after the award of the Contract.

The bid shall also include a signed "Certification of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-Segregated Facilities", a signed "Non-Collusion Affidavit of Prime Bidder", "Subcontractor Listing", and "Acknowledgement for Receipt of Addenda". The successful bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess an applicable license to perform the work under this contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful bidder entering into the construction contract.

Bids will be held for sixty (60) days subject to action by the City.

OWNERS RIGHTS RESERVED: The City of Santa Fe, herein called the City, reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the best interest of the City.

PRE-BID CONFERENCE: A **mandatory** pre-bid conference will be held for this project on, February 19, 2020 at 10:00 AM, in the Wastewater Treatment Plant Conference Room, 73 Paseo Real, Santa Fe, NM 87507.

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the **Wastewater Treatment Plant: Aeration System Improvements**, in accordance with the drawings, specifications, and other contract documents. The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) A Wage Rate Decision No. SF-20-0018-B/H will be supplied.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

BID SCHEDULE
BID # '20/17/B

- | | | |
|----|---|--|
| 1. | ADVERTISEMENT | <u>February 11, 2020</u> |
| 2. | ISSUANCE OF BIDS | <u>February 11, 2020</u> |
| 3. | MANDATORY PRE-BID
CONFERENCE: | <u>February 19, 2020 at 10:00</u>
am Conference Room
Wastewater Treatment Plant
73 Paseo Real
Santa Fe, NM 87507
(505) 955-4650 |
| 4. | RECEIPT OF BID: | <u>March 11, 2020 at 3:00 pm</u>
Purchasing Office Room 122
City Hall
200 Lincoln Ave
Santa Fe, NM 87505 |
| 5. | RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: | <u>March 30, 2020</u> |
| 6. | RECOMMENDATION OF AWARD
TO PUBLIC UTILITIES COMMITTEE: | <u>April 1, 2020</u> |
| 7. | RECOMMENDATION OF AWARD
TO CITY COUNCIL: | <u>April 8, 2020</u> |
| 8. | NOTICE TO PROCEED: | <u>April 30, 2020</u> |

**DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL
ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

INFORMATION TO BIDDERS

Bids are requested by City of Santa Fe for **CIP#: 957 Wastewater Treatment Plant - Aeration System Improvements** in accordance with contract documents supplied by the City of Santa Fe, Public Works Department.

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for **Wastewater Treatment Plant Aeration System Improvements Project CIP #957**.
2. **SPECIFICATIONS AND CONTRACT DOCUMENTS**
 - a. **SPECIFICATIONS:** The construction of this project will be in accordance with the NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2006 (NMSSPWC); CITY OF SANTA FE PUD WATER DIVISION CONSTRUCTION STANDARDS AND SPECIFICATIONS; and supplemental specifications (refer to Technical Specifications - Volume 1, and Engineering Plan set – Volume 2) and Contract Document requirements.
 - b. **PLANS AND CONTRACT DOCUMENT DEPOSIT:** No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Electronic copies of plan drawings, specifications, and contract documents will be made available online. Contractor shall be responsible for printing paper copies.
 - c. **PROJECT TIMELINE AND MILESTONES:**

Anticipated Project Start-up: 5/1/ 2020
Aeration Basin Construction/Repairs: 5/1/2020 to 10/31/2020
Construction (w/Aeration Basin in Service): 11/01/2020 to 4/30/2021
Substantial Completion: 5/1/2020
3. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.
4. **EXAMINATION OF BIDDING DOCUMENTS AND SITE:** Before submitting his/her bid, each bidder must (a) examine the bidding documents thoroughly, (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all

terms and conditions for performance of the work.

5. THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING: Everything that is bound herein, project plans and any standard specifications referenced herein.
6. INTERPRETATIONS: No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to,

James Martinez, P.E.
City of Santa Fe - Wastewater Engineer
73 Paseo Real
Santa Fe, NM 87507
(jmartinez1@santafenm.gov)

and

Willie Farmer, P.E.
Carollo – Project Manager
4600 East Washington Street Suite 500
Phoenix, AZ 85034

To be given consideration, request for interpretations must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than (3) three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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.

7. BID SECURITY: Bid security in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check made payable to the City or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the City. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, whereupon it will be returned. If

he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening, or sooner.

8. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 451 calendar days as set forth in the Bid Form and will be included in the executed Construction Agreement.
9. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**
 - 1) The Contractor, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.
 - 2) All Contractors and Sub-Contractors shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division). A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, 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 \$60,000 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 sixty thousand dollars (\$60,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.
 - 3) Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.
 - 4) The Contractor shall list all subcontractor names, addresses, and type of work to be performed.
 - 5) The threshold amount for this project is \$5,000. The General contractor must list all subcontractors who will perform work in excess of this threshold. Only one sub-contractor may be listed for each category as

defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.

- 6) EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement, or repair of streets or highways which covers street lighting and traffic signals.

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

- 7) For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply: The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
- 7.1 The subcontractor fails or refuses to perform;
 - 7.2 The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - 7.3 Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - 7.4 The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - 7.5 The subcontractor fails or refuses to meet bond requirements of the contractor.
 - 7.6 Prior to approval of the contractor's request for substitution, the City shall give notice to the listed subcontractor by certified mail. The subcontractor shall have five working days to submit written objections to the City. Failure to respond shall constitute subcontractor's consent to the substitution. If written objections are received, the City shall give five working days' notice of a hearing.
 - 7.7 No other substitution of subcontractors may be permitted by the contractor, other than for requested change orders in the scope of the work or unless the contractor can show that no bids were received.
 - 7.8 It shall be the responsibility of the subcontractor to be prepared to submit performance or payment bonds if requested by the contractor. If the subcontractor

does not furnish such requested bonding, the contractor may substitute another subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the contractor's written or published request for subcontract bids.)

- 7.9 If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.
- 7.10 If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the bid opening. The subcontractor shall have six working days from the bid opening to submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.
- 7.11 If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
- 7.12 By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.
- 7.13 If a hearing is held, the dispute shall be stated in writing and the City shall evaluate the issues of both sides and render a determination within 10 days of the hearing and provide the parties with a written copy of the decision by certified mail. The City may also refer the matter to arbitration.
- 7.14 A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:
 - 7.14.1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - 7.14.2. The subcontractor fails or refuses to perform;
 - 7.14.3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - 7.14.4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - 7.14.5. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - 7.14.6. The subcontractor fails or refuses to meet bond requirements of the contractor.
 - 7.14.7. A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:

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

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

**Purchasing Office
City Hall
200 Lincoln Ave Room 122
Santa Fe, New Mexico 87505**

RECEIPT AND OPENING OF BIDS

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **3:00 P.M on March 11, 2020 local prevailing time**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Three (3) bids shall be submitted in a **sealed** envelope, addressed to the Purchasing Office, City of Santa Fe, 200 Lincoln Ave Room 122, Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: **20/17/B**

Title of the bid: **Wastewater Aeration System Improvement Project**

Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

1. PREPARATION OF BID

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in an envelope addressed as specified in the bid form.

2. BID SECURITY

Bid security in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check made payable to the City or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the City.

The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, whereupon it will be returned. If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening, or sooner.

1. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time, Milestones (described on page 7), or Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount of One Thousand Dollars (\$1,000.00) per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

2. ADDENDA AND INTERPRETATIONS

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

Every request for such interpretations should be in writing addressed to Fran Dunaway, Purchasing Officer, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico 87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

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

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.

3. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

4. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs.

5. METHOD OF AWARD

The award will be made to the bidder who meets or exceeds all specifications and provides the lowest qualified base bid.

If a bid item has been discontinued substitutions may be made only with the approval of the Purchasing Officer.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In the comparison of Bids, alternates will be applied in the same

order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror. PERFORMANCE AND LABOR BONDS SHALL BE REQUIRED IF WORK EXCEEDS \$25,000. APPROVED WAGE DECISION IS REQUIRED IF WORK EXCEEDS \$60,000.00

6. PUBLIC INFORMATION

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

7. BRAND NAMES

All brand names specified in this bid are to imply "or equal". Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

8. TAX EXEMPT

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax- exempt certificate will be issued upon written request to the Purchasing Office.

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

A copy of the City of Santa Fe Ordinance No. 28-1.12, passed by the Santa Fe City Council on March 1, 2018 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.

10. INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

All information must be provided. A 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.**

CITY LOCAL PREFERENCE

In order to qualify for local preference, a state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached to the offeror's bid. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - a) three (3) percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
 - b) three (3) percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
 - a) three (3) percent of the total possible points to a resident business: and
 - b) three (3) percent of the total possible points to a business with all resident business subcontractors.
- 5) The maximum available local preference shall be 6%.

Bids or Proposals in Excess of One Million Dollars (\$1,000,000):

- 1) For bids in excess of \$1,000,000.00, the local subcontractor requirement is reduced to 50% of all subcontractors. In other words:
- 2) If the bid presented by a local contractor includes subcontractors who also qualify as resident businesses, the City shall deem that bid to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.
- 3) If the bid presented by a non-resident business includes resident business subcontractors, the City shall deem the bid to be three percent (3%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

Limitation. No offeror shall receive more than a 6% local preference pursuant to this section on any one offer submitted.

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.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

12. NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

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

13. CONSTRUCTION WATER – NON-POTABLE

- A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City's fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this section (see 6.02).

- B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).
- C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.
- D. Reclaimed Water Use Rate: \$3.37 per 1000 gallons (\$3.03 per 1000 gallons plus \$0.18 administrative fee and 5% sales tax) (subject to change)
- E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:
 - 1. Construction dust control.
 - 2. Construction compaction.
 - 3. Irrigation of landscaping under “restricted access conditions” (e.g., at construction sites and roadway medians).

F. Uses Not Permitted:

- 1 Water used in a construction “process” (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.
 - 2 Dust control on unpaved residential streets.
 - 3 Street sweeping.

G. Other Provisions:

- 1. Signage: All haul vehicles must have the following visible on at least three sides—“Caution: Non-Potable Water, Do Not Drink”—and “Peligro: Agua Inbebestible, No Es Para Beber.”
- 2. Water tank must have lid.
- 3. Vehicle must have 1 ½ cup of bleach per 1000 gallon capacity.
- 4. Discharge must occur under gravity flow or under low pressure to minimize misting and when public contact is not likely to occur. If misting occurs, the area must be 100 feet from areas accessible to the public.
 - 5. Discharge area must be 300 feet from potable water supply wells.

H. Permitting:

All reclaimed water users must obtain a “Reclaimed Water Use Application and Permit” from the Wastewater Management Division, City of Santa Fe. Compliance with the terms and conditions of reclaimed water use shall be the sole

responsibility of the reclaimed water user. Questions should be directed to NMED/Ground Water Quality Bureau, 827-2900.

I. For More Information, Contact: Matilda Shamy, Wastewater Management Division, 955-4650.

14. CONSTRUCTION WATER – POTABLE

A. For the purpose of sewer line cleaning, potable water obtained from the City of Santa Fe fire hydrants may be used. The Contractor should contact Dora Marquez @ 505-955-4264 to obtain an application and to obtain current rates. A \$1200.00 deposit is required that is refundable upon project close-out. The charge for the meter rental is \$294.70 per month. Water use rate is \$6.06/1000 gallons (1st 112,000 gal. Sept thru April), \$21.72/1000 gallons thereafter 112,000 gal. Sept thru April. \$6.06/1000 gallons (1st 160,000 gal. May thru August), \$21.72/1000 gallons thereafter 160,000 gal. May thru August. Water Quality Charge is 0.033 per 1,000 gallons. Compliance with the terms and conditions of the potable water use agreement shall be the sole responsibility of the potable water user.

15. PERMITS

Contractor shall obtain permits from the City of Santa Fe as outlined below: (This list may not have all required permits and licenses listed. The Contractor is responsible for obtaining all permits required to perform this work.)

AGENCY	PERMIT/LICENSE
Construction Industries Division –State of New Mexico	Building Permit
Federal Aviation Administration	For any construction equipment that may affect airport operation, e.g. a crane
City of Santa Fe – Planning and Land Use	Prairie Dog Clearance
City of Santa Fe – Planning and Land Use	Dust Control Permit
EPA	NPDES Permit
City of Santa Fe- Wastewater Management Division	Reclaimed Water Permit
City of Santa Fe-Water Division	Water Utility Service

All permit fees and license fees shall be incidental to the work.

BID FORM INSTRUCTIONS

20/17/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **three (3) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. ☐ All specifications, terms and conditions are met.
- b. ☐ Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of two year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory completion of project. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative(s) (List on separate page, if needed):

DELIVERY (this does not seem to apply to a construction contract)

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

451 Calendar Working Days

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

Provide the form's Experience Modification Rate (EMR) for each of the past three years and your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three years.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER INFORMATION:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

THREE (3) COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

BID SUBMITTAL:

NAME _____

ADDRESS _____

To the City of Santa Fe, State of New Mexico, and Owner:

The undersigned proposes to furnish and deliver all the material and labor, and to do all the work required in the construction of **CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements** for the City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in

writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

Substantial completion of the work shall mean complete and ready for acceptance and use of all work related to the drainage improvement described in the contract documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for two years from the final completion acceptance date. The undersigned will be notified prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.
2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ dollars \$ _____ drawn to the order of the City of Santa Fe.

Signature-Title

(Corporate Seal)

Corporate Name

Address

(Names of individual members of
firms or names and titles of all
officers of Corporation.)

Corporation organized under
the laws of the State of

N.M. Contractor's License No. & Type

NM Dept. of Workforce Solutions, Public Works Bureau
Labor Enforcement Fund Registration Number: _____

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau
Enforcement Labor Fund Registration Number, on work over \$60,000 must be listed
on Subcontractor listing.]

BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: _____
_____ hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements**

Bid No. '20/17/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:
- Advertisement for Bids
 - Instructions For Bidders
 - Bid Submittal and other required bid forms as listed herein
 - Agreement
 - Contract time of **451 calendar days**
 - Project Schedule and Milestones
 - Form of Performance Bond
 - Form of Labor and Material Payment Bond
 - Technical Specifications
 - Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

2. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.
3. Security in the sum of five (5) percent of the amount bid in the form of (check one):
_____ Bid Bond _____ Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

4. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Non-Collusion Affidavit of Prime Bidder
- Certification of Non-Segregated Facilities,
- Certification of Bidder regarding Equal Employment Opportunity
- Bid Bond
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)
- Provide the firm's Experience Modification Rate (EMR) for each of the past three years and your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three years

THREE (3) COPIES OF THE BID SUBMITTAL ARE REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

Telephone No. _____

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

BID FORM

CIP #957 Paseo Real Wastewater Aeration Improvement Project

Bidder will complete the work in accordance with the Contract Documents for the following prices (All amounts shown are lump sum, complete in place, excluding NMGR):

ITEM No.	DESCRIPTION	QUANTITY	UNIT	PRICE (Excluding NMGR)
1	MOBILIZATION	1	LS	\$
2	DEMOBILIZATION	1	LS	\$
3	BLOWER BUILDING ROOF REPLACEMENT ALLOWANCE	1,600 ft ²	\$ _____ /ft ²	\$
4	AERATION BASINS CLEANING ALLOWANCE	365 yd ³	\$ _____ /yd ³	\$
5	UNKNOWN SUBSURFACE CONDITIONS ALLOWANCE	1	LS	\$ 25,000
6	MATERIAL TESTING ALLOWANCE	1	LS	\$ 20,000
7	SCUM PIPING CLEANING ALLOWANCE	350	\$ _____ /lf	\$
8	UTILITY RELOCATION ALLOWANCE	1	LS	\$ 50,000
9	ELECTRICAL CABLE AND CONDUIT ALLOWANCE	1	LS	\$ 70,000
10	LUMP SUM FOR BALANCE OF ALL WORK NOT INCLUDED IN ITEMS 1-9	1	LS	\$
BASE BID PLUS ALLOWANCES: BID ITEMS 1 – 10:				\$
New Mexico Gross Receipts Tax (NMGR) @8.4375%				\$
TOTAL BASE BID AMOUNT PLUS ALLOWANCES AND NMGR:				

TOTAL BASE BID AMOUNT PLUS ALLOWANCES AND NMGR (IN WORDS):

THE SUM OF _____

_____ DOLLARS AND _____ CENTS.

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, as Principal, and the
_____, of _____ a

Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of

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

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 20____, (Bid No. '20/17/B) for the construction of **CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements**

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

C. SIGNED AND SEALED THIS _____ DAY OF _____, a.d. 2020.

_____ BIDDER

By: _____
PRINCIPAL

(SEAL) _____ WITNESS

By: _____
SURETY

Title: _____

WITNESS

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION OF 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 contractor 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 or print)

SIGNATURE

DATE

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

_____ NOTARY PUBLIC

My Commission Expires:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal and of all pertinent circumstances respecting such bid;

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

_____ NOTARY PUBLIC

My Commission
Expires:

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____ of _____, hereinafter referred to as the "Subcontractor";
- (2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____;
- (3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.
- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

SUBCONTRACTOR LISTING

Note: A Contractor that Submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the public works minimum wage act 13-4-10 NMSA 1978, shall be registered with the NM Dept. of Workforce Solutions, Public Works Bureau.

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

CITY OF SANTA FE
CONSTRUCTION/ENGINEERING CONTRACT
REQUEST FOR BIDS ONLY

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Construction services to upgrade the wastewater aeration system at the Paseo Real Wastewater Treatment Plant. The contractor shall provide services to install pre-furnished equipment and those furnished by the Contractor as specified in the plan drawings and specifications.

2) The aeration improvements associated with the above mentioned construction work are, but not limited to, work within the facility buildings, aeration diffusers, laterals, headers, control valves, blowers, variable frequency drives, airflow meters, construction of an equalization tank, HVAC, SCADA interfacing equipment for upgraded aeration processes and existing process analyzers, electrical system and controls, wiring, system controls and equipment, internal and external (yard) piping, utility extensions (Electrical Power/Auxiliary Power), scum removal system (selectors and aeration basins) replacement, upgrades to plant drain, piping, controls, and instrumentation.

3) Construction work for this project will need to meet specific milestone dates to ensure permit requirements can be met into 2021.

4) The construction services shall be scheduled and coordinated with City staff so the work during the project does not interrupt the City's ability to meet its current permit requirements as one aeration basin will be placed out of service at a time for construction work to be performed within the two basins.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

1) Implement the design of the improvements, as described in the Plans and Specifications for the project, the Contractor will provide improvements to the Paseo Real facilities that will assure the efficient and effective operation of the Paseo Real biological treatment process, in compliance with the facilities standard operating procedures, and meet applicable discharge permit requirements.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$ _____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of

termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

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

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

22. Other Insurance

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

A. Required Insurance:

Contractors required insurance as described in Exhibit A attached hereto and incorporated within.

B. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

C. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them

for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

City of Santa Fe:
Waste Water Division Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

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

29. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

NAME

TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE (REQUEST FOR BIDS ONLY):

 1/27/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

APPENDIX A REQUIRED INSURANCE

A.1 Contractor's Required Insurance

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

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

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

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

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa

Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

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

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

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

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

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

A.1.2 Workers' Compensation and Employer's Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et.

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

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

- \$ 4,000,000 General Aggregate;
- \$ 2,000,000 Each Occurrence for bodily injury, personal injury, and property damage;
- \$ 2,000,000 Products-completed operations aggregate;

The CGL policy of Contractor shall be a broad form coverage and must include liability coverage in the amount of \$2,000,000 per occurrence for the following:

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

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

The Contractor shall procure and maintain Pollution Liability Insurance with limits of not less than \$2,000,000 per Occurrence and \$2,000,000 in the Aggregate. Coverage must be included for bodily injury and property damage and for clean-up costs arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising from any work and/or services performed by Contractor and its Subcontractors. The policy shall be endorsed to name the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents as additional insureds.

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

A.1.4 Builder's Risk Insurance: At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named

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

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

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

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

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

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

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

Exhibit A

Minimum Insurance Coverage

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

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

General Conditions

DEFINITIONS

Wherever used in any of the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof unless another meaning is clearly specified:

ADDENDA - Written or graphic instruments issued prior to the execution of the Contract Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

ARCHITECT/ENGINEER (A/E) – New Mexico registered architect or registered professional engineer or the Architect's or professional engineer's designated representative, who is working directly under the direct supervision of the architect or professional engineer. For design/build delivery projects, the Architect/Engineer (A/E) shall mean the New Mexico licensed architect or registered professional engineer who is retained by or teamed with the Contractor to develop the design and construction plans for the project.

BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a Bid for the Work.

BONDS - Bid, Performance, and Labor and Materials Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

CALENDAR DAY – Each and every day shown on the calendar, Beginning and ending at midnight.

CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CITY - City of Santa Fe, New Mexico.

CONSULTING ENGINEER – New Mexico registered professional engineer, or the designated representative, who is working under the direct supervision of the consulting engineer, who has designed the technical aspects of this project for the City of Santa Fe.

CONTRACT DOCUMENTS - The Construction Contract and those additional documents identified and incorporated by reference therein.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents and as specifically set forth in the Construction Contract.

CONTRACT TIME - The time period stated in the Contract Documents for the completion and acceptance of the Work by the Project Manager. This time may be defined as a specified fixed date, given number of work days, or a given number of calendar days

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CONTRACTOR - The person, firm or corporation possessing the proper New Mexico Contractors license (s) with whom the City has executed the Construction Contract.

ENGINEER - The City of Santa Fe Engineer, or designated representative, assigned to manage the project contract. Engineer shall mean New Mexico registered professional engineer.

EXTRA WORK – 1) an item of work ordered under the contract for which there is no unit bid price, or 2) when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or 3) when, in the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or of unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site any of which will require the Contractor to significantly alter the method, prosecution and progress of the work, or 4) when the original contract quantity of a major item is adjusted by more than twenty-five percent (25%).

FIELD ORDER - A written order effecting a change in the Work which does not involve an adjustment in the Contract Price or an extension of the Contract Time, issued by the Project Manager to the Contractor during performance of the Work.

HOLIDAYS – Holidays will be observed as follows unless otherwise provided by the City Council:

New Years Day

Martin Luther King Jr.'s Birthday

Presidents Day (observed the day following Thanksgiving Day)

Memorial Day

Independence Day (4th of July)

Labor Day

Santa Fe Fiesta (1/2 day)

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

PLANS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the City.

PROJECT - The undertaking for which the Work is to be performed as provided in the Contract Documents.

PROJECT MANAGER - The person designated by the City or its Engineer to be responsible for

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supervising the performance of the Work by the Contractor and compliance with the Contract Documents.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated, performed or installed.

SPECIFICATIONS - Written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

SUBCONTRACTOR - An individual, firm or corporation approved by the City and having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WORK - All labor necessary to produce the construction or services required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project as more specifically described in the Contract Agreement.

WORKING DAY - Each day, exclusive of Saturdays, Sundays, and holidays, as set out in Subsection 1 HOLIDAYS, on which work can be effectively prosecuted for six hours or more. The determination of whether a working day will be charged will be made by the Engineer at the beginning of the work day. No time will be charged if the weather improves after a non-working day has been declared, unless the contractor chooses to perform work, and only if that work is performed for six (6) hours or more. No time will be charged for work done to preserve and protect existing work during nonworking days. A working day will be charged when work is effectively prosecuted for six (6) hours or more on any contract item that requires inspection or testing by the City on a Saturday, Sunday or holiday. The contractor may elect to observe a national holiday in lieu of observing the City holiday, as defined in HOLIDAYS in which case, for the purpose of assessing working days, the city holiday will no longer be considered a holiday.

WRITTEN NOTICE - Any notice to any party of the Construction Contract relative to any part of this Contract Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the said party's last given address, or delivered in person to said party or the said party's authorized representative on the Work.

ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings, by the Project Manager, as necessary to carry out the Work required by the Contract Documents.

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Additional drawings and instructions thus supplied to the Contractor by the Project Manager will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Project Manager such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable in a format approved by the Project Manager for the Work to be performed. The construction schedule shall be submitted to the Engineer before the Pre-construction meeting.

With each such partial payment application, the Contractor shall submit to the Project Manager updated construction progress schedule showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

- A. The dates at which special detail drawings will be required; and
- B. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit to the Project Manager prior to commencing the Work, a schedule of payments that Contractor anticipates it will earn during the course of the Work.

The Contractor shall provide a two-week advance written notice to the Project Manager on any planned road closures with the dates and times of the length of the anticipated closure.

PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials (except for materials specified to be furnished by the City), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Work in an acceptable and professional manner, ready for use, occupancy or operation by the City. The original set of plans will be kept at the Wastewater Treatment Plant during the construction of this project. Once the plans are As-built, the plans will be sent at the Plat Room, located at City Hall, for final storage and for informational purposes.

SHOP DRAWINGS

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Project Manager, or the Project Manager's designated representative, shall promptly review all Shop Drawings. The approval of the Project Manager or the Project Manager's designated representative of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

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When submitted for the Project Manager's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Project Manager or the Project Manager's designated representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager upon request.

MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise may be specifically stated in the Contract Documents, the Contractor shall provide and pay for the costs and associated taxes for all materials (except for materials specified to be furnished by the City), labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment furnished by the Contractor shall be in accordance with samples submitted by the Contractor and approved by the Project Manager.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor, subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

INSPECTION AND TESTING

The Owner may hire and pay for an independent testing company and testing laboratory to complete verification testing for work completed by the Contractor. The Contractor shall be responsible for quality control of all work for the project and is responsible for ensuring that all work is completed in accordance with the Contract Documents including associated compliance testing. Any costs associated with quality control of completing the required work in the contract documents including compliance testing shall be considered incidental to the cost of completing the work.

Inspections, tests or approvals by the Project Manager, or others shall not relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the requirements of the Contract Documents.

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The Project Manager and the Project Manager's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered contrary to the written instructions of the Project Manager or the Project Manager's representatives, it must, if requested by the Project Manager or the Project Manager's representatives, be uncovered for the Project Manager or the Project Manager's representatives observation and replaced at the Contractor's sole expense.

If the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly provides such information to the Project Manager.

SURVEYS, PERMITS, REGULATIONS

The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes. When it becomes necessary by reason of construction to remove or obliterate any triangulation station benchmark, corner, monument, stake, witness mark or other survey reference mark, it shall be the duty of the Contractor to cause, at the Contractor's sole expense, the mark to be re-established by a registered surveyor in accordance with New Mexico State Statute 61-23-28.

Unless otherwise stated in the Contract Documents or agreed to in writing by the City all permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in Section 14, Changes in the Work.

PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, landscaping, irrigation systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with and provide all notices required by all applicable laws, ordinances, rules, regulations and orders of every public body having jurisdiction over the Contractor, the City or the Project. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the City or the Project Manager, or any one employed by either of them or anyone for whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager or City, shall act to prevent threatened damage, injury or loss. Contractor will give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

PROTECTION OF UTILITY RIGHTS-OF-WAY AND SERVICES

Where the Contractor's operations are adjacent to railways or utilities or are adjacent to other properties, damage to which may result in considerable expense, loss or inconvenience, work shall not commence until the Contractor has made all arrangements necessary to protect these facilities.

The Contractor shall cooperate with the owners of underground or overhead utility lines in their removal and rearrangement operations in their removal or relocation in order to eliminate duplication of effort by utility owners and to prevent interruption of service.

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If water or utility services are interrupted due to accidental breakage or as a result of being exposed or unsupported during the Contractor's operations, the Contractor shall provide continuous repair work until the service is restored. No work shall be commenced around fire hydrants until provision for service has been approved by the local fire authority.

The contractor agrees and recognizes that there are ongoing operations of City facilities at and around the project site. It shall be the responsibility of the Contractor to coordinate work with said City facility operations.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of these specifications or in exercising powers or authority granted to them by or within the scope of the contract, there shall be no liability upon the City's Engineer, Project Manager, or their authorized representatives, either personally or as officials of the City, it being understood and agreed that in such matters they act solely as agents and representatives of the City

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the Construction Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Contract Change Order.

The Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Project Manager, unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City.

CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum.
- C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work covered by the Change Order. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of such Work to cover the cost of bonds, insurance, and profit.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order

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for such reasonable time as the City may, in its sole discretion, determine that such event has delayed the critical path of the Work or overall completion of the Work after considering the advice of the Project Manager, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Project Manager and City, not more than 10 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress narrative report to the Project Manager. Within thirty days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay shall be waived by the Contractor.

Except as otherwise provided below, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, when such hindrance or delay is the result, directly or indirectly, of the Contractor's action or inaction or the action or inaction of the Contractor's agents, representatives or subcontractors or when such delay was foreseeable or avoidable. In the event that a hindrance or delay in the orderly progress of the Work was not, directly or indirectly, the result of the Contractor's action or inaction, and when such delay was not foreseeable or avoidable, the City may pay the Contractor for any additional costs or expenses directly incurred as a result of the delay that cannot reasonably be avoided or reduced, which the Contractor demonstrates to the satisfaction of the City. Except as provided above, Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the City's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable delays, it being acknowledged that the Contract Price includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Project Manager for failure to comply with the Contract Documents, whether incorporated in the Project or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without any expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

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All removal and replacement Work shall be done at the Contractor's sole expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City may remove or correct such Work and store the materials at the sole expense of the Contractor. If at the time the City removes or corrects such Work and stores materials and any amount of the Contract Price is then due and owing to the Contractor, the City may deduct from the amount owed to the Contractor, the costs incurred by the City for such removal, correction and storage.

SUSPENSION OF WORK, ORDERED BY THE ENGINEER

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt of the request, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or its subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and the City will modify the contract in writing accordingly.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this section to the extent that performance would have been suspended or delayed by other causes, or for which an adjustment is provided for or excluded under other terms or conditions of this contract.

DEFAULT OF CONTRACT

The Contractor is in default of the Contract if the Contractor:

- A. Fails to begin work under the contract within the time specified in the "Notice to Proceed," or:
- B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or:
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or:
- D. Discontinues the prosecution of the work, or:
- E. Fails to resume work which has been discontinued within a specified (minimum 14 calendar days) time after notice to do so, or:

- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or:
- G. Allows a final judgment, in a suit filed in connection with this contract, to stand against him unsatisfied for a period of thirty (30) calendar days, or:
- H. Makes an assignment, in connection with this contract, for the benefit of creditors, or:
- I. For any other cause, except as provided in the Construction Contract, fails to carry on the work in an acceptable manner.

The Project Manager will give notice in writing to the Contractor and the Contractor's surety of such delay, neglect, or apparent default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the City may, upon written notification from the Engineer of the fact of such delay, neglect, or apparent default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract to declare the Contractor in default and take the prosecution of the work out of the hands of the Contractor and demand compliance by the surety of the terms, conditions and obligations contained in the Performance Bond executed by the surety and Contractor.

Upon the default of the Contractor as set forth above, the surety shall take charge of said work and complete the contract at its own expense pursuant to the terms of said contract, receiving, however, any balance of funds due and owing Contractor in the hands of the City under said contract. In the event the surety fails to take charge of the project upon the demand of the City to do so, the City may undertake to complete the project with its own forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the City, together with the cost of completing the work under contract, will be deducted from the contract funds, which are due or may become due the defaulting Contractor. If such expense exceeds the sum which would have been payable under the contract, then the defaulting Contractor and the surety shall be jointly and severally liable for the amount of such excess expense.

TERMINATION OF CONTRACT – NO FAULT OF CONTRACTOR

After ten (10) days from delivery of a Written Notice to the Contractor from the Project Manager, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Construction Contract. In such case, the Contractor shall be paid for all Work executed in conformance with the Contract Documents and any expense sustained plus reasonable profit.

PAYMENTS TO CONTRACTOR

Payments to the Contractor by the City shall be as specified in the Construction Contract, and as specified in the Special Conditions.

Prior to Substantial Completion, the City, with the approval of the Project Manager and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

The City shall have the right to enter the premises where the work is being performed for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the Work, the Project Manager shall issue a certificate attached to the final payment request that the Work has been accepted by the Project Manager under the conditions of the Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Materials Payment Bond.

ASSIGNMENTS

Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Construction Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The City must approve the use of any Subcontractor.

The Contractor shall not award Work to Subcontractor(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.

At the Pre-construction conference, the Contractor shall submit a list of all subcontractors and material suppliers to be utilized on the Project. For design/build delivery projects, the Contractor shall list the Architect/Engineer and the manufacturer for the building or pre-engineered structure on the Bid Form. The Contractor shall also comply with provisions of the Contractors Fair Practice Act.

The Contractor shall be fully responsible to the City for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts that require Contractor to make prompt payment in accordance with the Retainage Act (NMSA 1978, 57-28-1, etseq.)

Nothing contained in this Contract Agreement shall create any contractual relation between any Subcontractor and the City.

DUTIES OF THE CONTRACTOR

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any of the conditions of the Contract. The Contract requires performance of services entirely at the Contractor's risk and Contractor has agreed to indemnify the City from all claims, demands and actions, arising from the Contractor's actions, errors or omissions.

The Contractor will supervise and direct all work to be performed pursuant to this Agreement.

Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain at the project site a qualified superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the services provided pursuant to this Agreement.

Construction Surveying will be provided by the Contractor.

JOB SITE ADMINISTRATION

Except as provided in the Instructions to Bidders, the outdoor storage and staging yard must be obtained by the contractor at his/her sole expense. The Contractor shall erect a security fence to enclose the storage and staging area and be responsible for orderly use of the storage sites and cleanup of all areas affected by the project to the original condition. Construction materials and equipment such as tools, scaffolds, forms and excess material not in use shall be stored or stacked in neat order at the contractor's storage site.

Services performed pursuant to this Agreement are not to interfere with the city's normal operation and maintenance. All areas affected by this project are to be kept continually clean and free of debris. Areas where welding is occurring are to be shielded to prevent flying sparks and debris.

Contractor shall be responsible for all areas of the site used by the Contractor, subcontractors, suppliers or other involved in performance of the services to be performed in the Contract. Contractor shall have the right to exclude all persons who have no purpose or function related to

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

the performance or inspection of the services, except personnel employed by the city or other governmental agencies. Contractor may require all persons on the site of the work to observe all regulations the Contractor requires of the Contractor's employees. Contractor will exert full control over the site and personnel with respect to use, safety and preservation of property and the existing facilities, except for controls as reserved to City or others.

Contractor shall at all times keep the site free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the services to be performed in the Contract, Contractor shall remove Contractor's waste materials and rubbish from and about the project, as well as all Contractor's tools construction equipment, machinery, and surplus materials, and shall clean all surfaces.

Volatile, hazardous or dangerous wastes shall be properly stored and disposed of daily in covered metal containers. The Contractor shall promptly remove all spilled or splattered materials from surfaces to prevent marring, staining, or their damage. All wastes shall be disposed in compliance with applicable anti-pollution laws and local ordinances. Adequate clean-up will be evaluated prior to all applications for progress payment.

The Contractor shall be responsible for and shall pay all landfill disposal fees related to this project.

PROJECT MANAGER'S AUTHORITY

The Project Manager or the Project Manager's designated representative shall act as the City's representative, acting under the direction and supervision of the Engineer, during the performance of the Work in connection with the Project. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager, will make visits to the site and determine if the Work is proceeding in accordance with Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Manager shall promptly make decisions relative to interpretation of the Contract Documents.

CLAIMS FOR ADJUSTMENT – DISPUTE RESOLUTION

The Contractor may make claims for additional compensation or time extension only when the Engineer disallows time extension requests which have been properly submitted by the Contractor, or for disputes alleging that work requested to be performed is extra work.

The Contractor is barred from filing claims after the Engineer has determined the work ordered is extra work.

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

To make a claim, the Contractor shall notify the Engineer, through the Project Manager, in writing of the intention to make a claim for such additional compensation before the Contractor begins the work on which the Contractor bases the claim, or in the case of Termination of Contract – No fault of Contractor, within thirty (30) days of the effective termination date.

If the timely notification is not given, and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby waives claims for such additional compensation. Such notification by the Contractor, and the fact that the Project Manager has kept account of the cost as previously stated, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after review by the Project Manager and Engineer is found to be just, the Engineer shall originate a change order and submit the change order for approval.

All notifications of claim shall be made in writing to the Engineer, through the Project Manager, who shall either accept or deny the claim within thirty (30) calendar days.

If the claim is denied, or if the Contractor and the Owner cannot negotiate a satisfactory basis of payment or time extension, then the Contractor may proceed with litigation in a court of competent jurisdiction. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District and any action or suit commenced in a federal court shall be brought in the United States District Court for the District of New Mexico.

LAND AND RIGHT-OF-WAY

Prior to issuance of Notice to Proceed, the City shall obtain all land and right-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise specifically provided in the Contract Documents.

The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at the Contractor's own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

GUARANTY

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance of final payment of the Contract Price. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance of final payment of the Contract Price of the Work that the completed Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

The Contractor shall provide the City with all certificates of long term guaranty or warranty regarding mechanical equipment, structural systems, paint, coating or finish.

MISCELLANEOUS

TAXES - Contractor shall be responsible for the payment of all applicable taxes levied on the Contract Price paid under this Agreement, including but not limited to the State of New Mexico gross receipts tax.

INDEPENDENT CONTRACTOR - The nature of the Contractor to the City shall be that of an independent contractor. The Contractor, and all employees and subcontractors of the Contractor, shall not be deemed agents, employees or servants of City. This Agreement shall not be construed as a joint venture or partnership between the parties hereto. The City will not withhold taxes, F.I.C.A. or the like from the payment for the Work. Nothing in this Agreement burdens the City with the duties of an employer concerning Contractor, or any employee or subcontractor of the Contractor, under any state workers' compensation laws, any state or federal occupational health and safety laws or any other state or federal laws. The Contractor and all employees or subcontractors of Contractor shall not participate in any of the "fringe benefits" generally made available by the City to its officers or employees. The City shall not provide the Contractor office space, clerical help, supplies or the like. The Contractor shall not have the benefit of an expense account, but the City shall reimburse the Contractor for extraordinary expenses incurred by Contractor in connection with the performance of the Construction hereunder, where the City agrees in advance to do so.

CONTRACTOR'S AUTHORITY - Contractor shall not enter into any agreement with any person which binds, or is intended to bind, City to any duty or obligation unless the City has given Contractor prior written consent to represent the City in such matter. Nor shall Contractor make representations to any person which indicate that Contractor is acting on behalf of the City, without the City's prior written authorization.

CONTRACTOR'S RIGHT TO CONDUCT BUSINESS - Nothing in the Contract Agreement or Contract Documents shall preclude or limit the Contractor from pursuing unrelated business opportunities; provided, however, that Contractor shall at all times during the term of the Contract Agreement, maintain the ability to perform its obligations hereunder in a professional and timely manner. Nor shall City limit or interfere with the Contractor's ability to manage its business or employees.

SANITARY, HEALTH, AND SAFETY PROVISIONS - The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements of the State and local Boards of Health or of other bodies having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards.

The Contractor shall provide onsite, for the duration of the work, restroom facilities for the use of the Contractor's employees.

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

CLEAN AIR AND WATER POLLUTION CONTROL ACTS - During the performance of this Agreement, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

Any facility to be utilized in the performance of any non-exempt contract or subcontract is not to be listed on the list of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USE 1857c-8 and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Contractor and all subcontractors will notify the City of any notification received from the Direct, Office of Federal Activities, EPS, indicating that a facility utilized, or to be utilized for performance of the obligations under the Contract, is under consideration to be listed on the EPA list of Violating Facilities.

Contractor will include, or cause to be included, the criteria and requirements in Section 25.6 of these General Conditions to the Agreement in every subcontract, and Contractor will take such action as the owner, or any governmental authority with jurisdiction, may direct as means of enforcing such provisions.



LABOR RELATIONS DIVISION

WWW.DWS.STATE.NM.US

401 Broadway Blvd NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

TYPE "B" – GENERAL BUILDING
Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	32.26	12.06	0.60
Asbestos Workers/Heat and Frost insulators-Los Alamos County	34.69	12.06	0.60
Boilermaker/ blacksmith	34.97	28.85	0.60
Bricklayer/Block layer/Stonemason	24.46	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter-Los Alamos County	27.80	13.19	0.60
Millwright/ pile driver	33.16	25.24	0.60
Cement Mason	21.07	10.33	0.60
Electricians-Outside Classifications- Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classification: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/ technician	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/ Technician	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	32.70	11.18	0.60
Cable Splicer	35.97	11.28	0.60



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Albuquerque, NM 87102
Phone: 505-841-4400
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Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classification: Zone 4			
Wireman/ low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classification: Los Alamos			
Wireman/ low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Elevator Constructor	43.80	35.25	0.60
Elevator Constructor Helper	35.04	35.25	0.60
Glazier			
Journeyman/ Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter (Brush/Roller/Spray)	17.00	6.88	0.60
Paper Hanger	17.00	6.88	0.60
Drywall- Light Commercial & Residential			
Ames tool operator	25.08	7.10	0.60
Hand finisher/machine texture	24.08	7.10	0.60
Plasterer	23.17	8.99	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal worker			
Zone 1	31.03	17.26	0.60
Zone 2 – Industrial	32.03	17.26	0.60
Zone 3 – Los Alamos	33.03	17.26	0.60



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Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Soft Floor Layer	19.94	17.26	0.60
Sprinkler Fitter	30.90	22.29	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	17.50	6.27	0.60
Group II- Skilled	18.50	6.27	0.60
Group III- Specialty	20.75	6.27	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	18.00	6.27	0.60
Group II- Skilled	19.75	6.27	0.60
Group III- Specialty	20.25	6.27	0.60
Reinforcing iron workers and post tension	24.00	6.27	0.60
Operators			
Group I	20.95	7.27	0.60
Group II	23.11	7.27	0.60
Group III	23.57	7.27	0.60
Group IV	24.01	7.27	0.60
Group V	24.20	7.27	0.60
Group VI	24.41	7.27	0.60
Group VII	24.52	7.27	0.60
Group VIII	27.56	7.27	0.60
Group IX	29.95	7.27	0.60
Group X	33.35	7.27	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.



Type "H - Heavy Engineering

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	32.26	12.06	0.60
Asbestos workers/Heat & Frost Insulators- Los Alamos County	34.69	12.06	0.60
Boilermaker	34.97	27.35	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter- Los Alamos County	27.80	13.19	0.60
Millwright/Pile driver	33.16	25.24	0.60
Cement Mason	21.00	9.38	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/Tech	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	32.70	11.18	0.60



Cable Splicer	35.97	11.28	0.60
Electricians-Inside Classifications: Zone 2			
Wireman/low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classifications: Zone 3			
Wireman/low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classifications: Zone 4			
Wireman/low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classifications: Los Alamos			
Wireman/low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Glazier			
Glazier/Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter- Industrial	21.25	9.17	0.60
Paperhanger	18.75	9.17	0.60
Drywall-Industrial			
Ames tool Operator	25.93	7.10	0.60
Hand finisher/machine texture	24.93	7.10	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal Worker	31.03	17.26	0.60
Operators			
Group I	20.55	6.34	0.60
Group II	20.75	6.34	0.60
Group III	20.94	6.34	0.60
Group IV	21.08	6.34	0.60
Group V	21.19	6.34	0.60
Group VI	21.37	6.34	0.60
Group VII	21.39	6.34	0.60



Group VIII	23.29	6.34	0.60
Group IX	28.96	6.34	0.60
Group X	32.19	6.34	0.60
Laborers			
Group I-Unskilled	17.06	6.22	0.60
Group II-Semi-Skilled	17.81	6.22	0.60
Group III-Skilled	19.32	6.22	0.60
Group IV-Specialty	19.72	6.22	0.60
Laborers-Underground			
Group I	18.97	6.22	0.60
Group II	19.34	6.22	0.60
Group III	19.69	6.22	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

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Type "H - Heavy Engineering

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	32.26	12.06	0.60
Asbestos workers/Heat & Frost Insulators- Los Alamos County	34.69	12.06	0.60
Boilermaker	34.97	27.35	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter- Los Alamos County	27.80	13.19	0.60
Millwright/Pile driver	33.16	25.24	0.60
Cement Mason	21.00	9.38	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/Tech	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	32.70	11.18	0.60



Cable Splicer	35.97	11.28	0.60
Electricians-Inside Classifications: Zone 2			
Wireman/low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classifications: Zone 3			
Wireman/low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classifications: Zone 4			
Wireman/low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classifications: Los Alamos			
Wireman/low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Glazier			
Glazier/Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter- Industrial	21.25	9.17	0.60
Paperhanger	18.75	9.17	0.60
Drywall-Industrial			
Ames tool Operator	25.93	7.10	0.60
Hand finisher/machine texture	24.93	7.10	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal Worker	31.03	17.26	0.60
Operators			
Group I	20.55	6.34	0.60
Group II	20.75	6.34	0.60
Group III	20.94	6.34	0.60
Group IV	21.08	6.34	0.60
Group V	21.19	6.34	0.60
Group VI	21.37	6.34	0.60
Group VII	21.39	6.34	0.60



Group VIII	23.29	6.34	0.60
Group IX	28.96	6.34	0.60
Group X	32.19	6.34	0.60
Laborers			
Group I-Unskilled	17.06	6.22	0.60
Group II-Semi-Skilled	17.81	6.22	0.60
Group III-Skilled	19.32	6.22	0.60
Group IV-Specialty	19.72	6.22	0.60
Laborers-Underground			
Group I	18.97	6.22	0.60
Group II	19.34	6.22	0.60
Group III	19.69	6.22	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

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City of Santa Fe, New Mexico



“INVITATION TO BID”

CIP #: 957

Wastewater Aeration System Improvement Project

BID # 20/17/B

BID DUE: March 11, 2020 at 3:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

200 Lincoln Ave, Room 122

SANTA FE, NEW MEXICO

87505

I, Alan MacGregor, Registered Professional Engineer No. 11709 (NM), hereby certify that this document was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

Alan MacGregor

PE 11709 NM

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 CONTRACT DOCUMENTS

 1. GENERAL CONDITIONS

A. BIDDING DOCUMENTS
ADVERTISEMENT FOR BIDS
BID NO. 20/17/B

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 200 Lincoln Ave, Room 122 Santa Fe, New Mexico 87501 **March 11, 2020 until 3:00 P.M. local prevailing time. Any bid received after this deadline will not be considered.**

Aeration System Improvements

This bid is for the purpose of procuring construction services to upgrade the wastewater aeration system at the Paseo Real Wastewater Treatment Plant. The contractor shall provide services to install pre-furnished equipment and those furnished by the contractor as specified in the plan drawings and specifications. The aeration improvements associated with the above mentioned construction work are, but not limited to, work within the facility buildings, aeration diffusers, laterals, headers, control valves, blowers, variable frequency drives, airflow meters, construction of an equalization tank, HVAC, SCADA interfacing equipment for upgraded aeration processes and existing process analyzers, electrical system and controls, wiring, system controls and equipment, internal and external (yard) piping, utility extensions (Electrical Power/ Auxiliary Power), scum removal system (selectors and aeration basins) replacement, upgrades to plant drain, piping, controls, and instrumentation. Construction work for this project will need to meet specific milestone dates to ensure permit requirements can be met into 2021. The construction services shall be scheduled and coordinated with City staff so the work during the project does not interrupt the City's ability to meet its current permit requirements as one aeration basin will be placed out of service at a time for construction work to be performed within the two basins.

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

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

Bids may be held for ninety (90) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Jessica Chavez, City of Santa Fe, Purchasing Office, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico 87501, (505) 955-6532.

ATTEST:

Fran Dunaway, Purchasing Officer

Received by the Santa Fe New Mexican on: February 6, 2020
To be published on: February 11, 2020

Received by the Albuquerque Journal on: February 6, 2020
To be published on: February 11, 2020

Received by the Las Cruces Sun-News on: February 6, 2020
To be published on: February 11, 2020

Contract documents may be reviewed at the Waste Water Management Division of the City and at the following plan rooms:

Builders News & Plan Room
3435 Princeton Dr. NE
Albuquerque, NM 87107
<http://buildersplanroom.com.lobo.com/>
Email: buildersnews@live.com

Construction Reporter
1609 2nd Street, NW
Albuquerque, NM 87102-1446
Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans
<http://dodge.construction.com/plans/>
Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room
coloradoplanroom@isqft.com

OBTAINING CONTRACT DOCUMENTS: Plan drawings, specifications and contract documents may be obtained online, or by requesting a copy at the following address:

Purchasing Office
City Hall
200 Lincoln Ave Room 122
Santa Fe, New Mexico 87505
(505) 955-6532

https://www.santafenm.gov/bids_rfps

Each bidder must conform to the conditions specified in the section entitled "Information to Bidders".

BID GUARANTEE: Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five percent (5%) of the amount of the bid payable to the City of Santa Fe as a guarantee that if the bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within ten (10) days after the award of the Contract.

The bid shall also include a signed "Certification of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-Segregated Facilities", a signed "Non-Collusion Affidavit of Prime Bidder", "Subcontractor Listing", and "Acknowledgement for Receipt of Addenda". The successful bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess an applicable license to perform the work under this contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful bidder entering into the construction contract.

Bids will be held for ninety (90) days subject to action by the City.

OWNERS RIGHTS RESERVED: The City of Santa Fe, herein called the City, reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the best interest of the City.

PRE-BID CONFERENCE: A **mandatory** pre-bid conference will be held for this project on, February 19, 2020 at 10:00 AM, in the Wastewater Treatment Plant Conference Room, 73 Paseo Real, Santa Fe, NM 87507.

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the **Wastewater Treatment Plant: Aeration System Improvements**, in accordance with the drawings, specifications, and other contract documents. The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) A Wage Rate Decision No. SF-20-0018-B/H will be supplied.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

BID SCHEDULE
BID # '20/17/B

- | | | |
|----|---|--|
| 1. | ADVERTISEMENT | <u>February 11, 2020</u> |
| 2. | ISSUANCE OF BIDS | <u>February 11, 2020</u> |
| 3. | MANDATORY PRE-BID
CONFERENCE: | <u>February 19, 2020 at 10:00</u>
am Conference Room
Wastewater Treatment Plant
73 Paseo Real
Santa Fe, NM 87507
(505) 955-4650 |
| 4. | RECEIPT OF BID: | <u>March 11, 2020 at 3:00 pm</u>
Purchasing Office Room 122
City Hall
200 Lincoln Ave
Santa Fe, NM 87505 |
| 5. | RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: | <u>March 30, 2020</u> |
| 6. | RECOMMENDATION OF AWARD
TO PUBLIC UTILITIES COMMITTEE: | <u>April 1, 2020</u> |
| 7. | RECOMMENDATION OF AWARD
TO CITY COUNCIL: | <u>April 8, 2020</u> |
| 8. | NOTICE TO PROCEED: | <u>April 30, 2020</u> |

**DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL
ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

INFORMATION TO BIDDERS

Bids are requested by City of Santa Fe for **CIP#: 957 Wastewater Treatment Plant - Aeration System Improvements** in accordance with contract documents supplied by the City of Santa Fe, Public Works Department.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for **Wastewater Treatment Plant Aeration System Improvements Project CIP #957**.
2. SPECIFICATIONS AND CONTRACT DOCUMENTS
 - a. SPECIFICATIONS: The construction of this project will be in accordance with the NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2006 (NMSSPWC); CITY OF SANTA FE PUD WATER DIVISION CONSTRUCTION STANDARDS AND SPECIFICATIONS; and supplemental specifications (refer to Technical Specifications - Volume 1, and Engineering Plan set – Volume 2) and Contract Document requirements.
 - b. PLANS AND CONTRACT DOCUMENT DEPOSIT: No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Electronic copies of plan drawings, specifications, and contract documents will be made available online. Contractor shall be responsible for printing paper copies.
 - c. PROJECT TIMELINE AND MILESTONES:

Anticipated Project Start-up: 5/1/ 2020
Aeration Basin Construction/Repairs: 5/1/2020 to 10/31/2020
Construction (w/Aeration Basin in Service): 11/01/2020 to 4/30/2021
Substantial Completion: 5/1/2020
3. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.
4. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his/her bid, each bidder must (a) examine the bidding documents thoroughly, (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all

terms and conditions for performance of the work.

5. THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING: Everything that is bound herein, project plans and any standard specifications referenced herein.
6. INTERPRETATIONS: No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to,

**James Martinez, P.E.
City of Santa Fe - Wastewater Engineer
73 Paseo Real
Santa Fe, NM 87507
(jamartinez1@santafenm.gov)**

and

**Willie Farmer, P.E.
Carollo – Project Manager
4600 East Washington Street Suite 500
Phoenix, AZ 85034**

To be given consideration, request for interpretations must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than (3) three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

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.

7. BID SECURITY: Bid security in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check made payable to the City or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the City. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, whereupon it will be returned. If

he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening, or sooner.

8. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 451 calendar days as set forth in the Bid Form and will be included in the executed Construction Agreement.
9. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**
 - 1) The Contractor, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.
 - 2) All Contractors and Sub-Contractors shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division). A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, 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 \$60,000 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 sixty thousand dollars (\$60,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.
 - 3) Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.
 - 4) The Contractor shall list all subcontractor names, addresses, and type of work to be performed.
 - 5) The threshold amount for this project is \$5,000. The General contractor must list all subcontractors who will perform work in excess of this threshold. Only one sub-contractor may be listed for each category as

defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.

- 6) EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement, or repair of streets or highways which covers street lighting and traffic signals.

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

- 7) For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply: The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
- 7.1 The subcontractor fails or refuses to perform;
 - 7.2 The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - 7.3 Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - 7.4 The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - 7.5 The subcontractor fails or refuses to meet bond requirements of the contractor.
 - 7.6 Prior to approval of the contractor's request for substitution, the City shall give notice to the listed subcontractor by certified mail. The subcontractor shall have five working days to submit written objections to the City. Failure to respond shall constitute subcontractor's consent to the substitution. If written objections are received, the City shall give five working days' notice of a hearing.
 - 7.7 No other substitution of subcontractors may be permitted by the contractor, other than for requested change orders in the scope of the work or unless the contractor can show that no bids were received.
 - 7.8 It shall be the responsibility of the subcontractor to be prepared to submit performance or payment bonds if requested by the contractor. If the subcontractor

does not furnish such requested bonding, the contractor may substitute another subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the contractor's written or published request for subcontract bids.)

- 7.9 If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.
- 7.10 If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the bid opening. The subcontractor shall have six working days from the bid opening to submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.
- 7.11 If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
- 7.12 By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.
- 7.13 If a hearing is held, the dispute shall be stated in writing and the City shall evaluate the issues of both sides and render a determination within 10 days of the hearing and provide the parties with a written copy of the decision by certified mail. The City may also refer the matter to arbitration.
- 7.14 A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:
 - 7.14.1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - 7.14.2. The subcontractor fails or refuses to perform;
 - 7.14.3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - 7.14.4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - 7.14.5. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - 7.14.6. The subcontractor fails or refuses to meet bond requirements of the contractor.
 - 7.14.7. A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:

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

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

**Purchasing Office
City Hall
200 Lincoln Ave Room 122
Santa Fe, New Mexico 87505**

RECEIPT AND OPENING OF BIDS

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **3:00 P.M on March 11, 2020 local prevailing time**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Three (3) bids shall be submitted in a **sealed** envelope, addressed to the Purchasing Office, City of Santa Fe, 200 Lincoln Ave Room 122, Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: **20/17/B**

Title of the bid: **Wastewater Aeration System Improvement Project**

Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

1. PREPARATION OF BID

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in an envelope addressed as specified in the bid form.

2. BID SECURITY

Bid security in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check made payable to the City or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the City.

The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, whereupon it will be returned. If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty days of the bid opening, or sooner.

1. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time, Milestones (described on page 7), or Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount of One Thousand Dollars (\$1,000.00) per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

2. ADDENDA AND INTERPRETATIONS

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

Every request for such interpretations should be in writing addressed to Fran Dunaway, Purchasing Officer, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico 87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

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

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.

3. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

4. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs.

5. METHOD OF AWARD

The award will be made to the bidder who meets or exceeds all specifications and provides the lowest qualified base bid.

If a bid item has been discontinued substitutions may be made only with the approval of the Purchasing Officer.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In the comparison of Bids, alternates will be applied in the same

order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror. PERFORMANCE AND LABOR BONDS SHALL BE REQUIRED IF WORK EXCEEDS \$25,000. APPROVED WAGE DECISION IS REQUIRED IF WORK EXCEEDS \$60,000.00

6. PUBLIC INFORMATION

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

7. BRAND NAMES

All brand names specified in this bid are to imply "or equal". Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

8. TAX EXEMPT

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax- exempt certificate will be issued upon written request to the Purchasing Office.

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

A copy of the City of Santa Fe Ordinance No. 28-1.12, passed by the Santa Fe City Council on March 1, 2018 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.

10. INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

All information must be provided. A 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.**

CITY LOCAL PREFERENCE

In order to qualify for local preference, a state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached to the offeror's bid. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - a) three (3) percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
 - b) three (3) percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
 - a) three (3) percent of the total possible points to a resident business: and
 - b) three (3) percent of the total possible points to a business with all resident business subcontractors.
- 5) The maximum available local preference shall be 6%.

Bids or Proposals in Excess of One Million Dollars (\$1,000,000):

- 1) For bids in excess of \$1,000,000.00, the local subcontractor requirement is reduced to 50% of all subcontractors. In other words:
- 2) If the bid presented by a local contractor includes subcontractors who also qualify as resident businesses, the City shall deem that bid to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.
- 3) If the bid presented by a non-resident business includes resident business subcontractors, the City shall deem the bid to be three percent (3%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

Limitation. No offeror shall receive more than a 6% local preference pursuant to this section on any one offer submitted.

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.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. INVOICING

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. METHOD OF PAYMENT

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

12. NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

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

13. CONSTRUCTION WATER – NON-POTABLE

- A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City's fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this section (see 6.02).

- B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).
- C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.
- D. Reclaimed Water Use Rate: \$3.37 per 1000 gallons (\$3.03 per 1000 gallons plus \$0.18 administrative fee and 5% sales tax) (subject to change)
- E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:
 - 1. Construction dust control.
 - 2. Construction compaction.
 - 3. Irrigation of landscaping under “restricted access conditions” (e.g., at construction sites and roadway medians).

F. Uses Not Permitted:

- 1 Water used in a construction “process” (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.
 - 2 Dust control on unpaved residential streets.
 - 3 Street sweeping.

G. Other Provisions:

- 1. Signage: All haul vehicles must have the following visible on at least three sides—“Caution: Non-Potable Water, Do Not Drink”—and “Peligro: Agua Inbebestible, No Es Para Beber.”
- 2. Water tank must have lid.
- 3. Vehicle must have 1 ½ cup of bleach per 1000 gallon capacity.
- 4. Discharge must occur under gravity flow or under low pressure to minimize misting and when public contact is not likely to occur. If misting occurs, the area must be 100 feet from areas accessible to the public.
 - 5. Discharge area must be 300 feet from potable water supply wells.

H. Permitting:

All reclaimed water users must obtain a “Reclaimed Water Use Application and Permit” from the Wastewater Management Division, City of Santa Fe. Compliance with the terms and conditions of reclaimed water use shall be the sole

responsibility of the reclaimed water user. Questions should be directed to NMED/Ground Water Quality Bureau, 827-2900.

I. For More Information, Contact: Matilda Shamy, Wastewater Management Division, 955-4650.

14. CONSTRUCTION WATER – POTABLE

A. For the purpose of sewer line cleaning, potable water obtained from the City of Santa Fe fire hydrants may be used. The Contractor should contact Dora Marquez @ 505-955-4264 to obtain an application and to obtain current rates. A \$1200.00 deposit is required that is refundable upon project close-out. The charge for the meter rental is \$294.70 per month. Water use rate is \$6.06/1000 gallons (1st 112,000 gal. Sept thru April), \$21.72/1000 gallons thereafter 112,000 gal. Sept thru April. \$6.06/1000 gallons (1st 160,000 gal. May thru August), \$21.72/1000 gallons thereafter 160,000 gal. May thru August. Water Quality Charge is 0.033 per 1,000 gallons. Compliance with the terms and conditions of the potable water use agreement shall be the sole responsibility of the potable water user.

15. PERMITS

Contractor shall obtain permits from the City of Santa Fe as outlined below: (This list may not have all required permits and licenses listed. The Contractor is responsible for obtaining all permits required to perform this work.)

AGENCY	PERMIT/LICENSE
Construction Industries Division –State of New Mexico	Building Permit
Federal Aviation Administration	For any construction equipment that may affect airport operation, e.g. a crane
City of Santa Fe – Planning and Land Use	Prairie Dog Clearance
City of Santa Fe – Planning and Land Use	Dust Control Permit
EPA	NPDES Permit
City of Santa Fe- Wastewater Management Division	Reclaimed Water Permit
City of Santa Fe-Water Division	Water Utility Service

All permit fees and license fees shall be incidental to the work.

BID FORM INSTRUCTIONS

20/17/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **three (3) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. ☐ All specifications, terms and conditions are met.
- b. ☐ Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of two year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory completion of project. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative(s) (List on separate page, if needed):

DELIVERY (this does not seem to apply to a construction contract)

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

451 Calendar Working Days

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

Provide the form's Experience Modification Rate (EMR) for each of the past three years and your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three years.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER INFORMATION:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

THREE (3) COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

BID SUBMITTAL:

NAME _____

ADDRESS _____

To the City of Santa Fe, State of New Mexico, and Owner:

The undersigned proposes to furnish and deliver all the material and labor, and to do all the work required in the construction of **CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements** for the City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in

writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

Substantial completion of the work shall mean complete and ready for acceptance and use of all work related to the drainage improvement described in the contract documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for two years from the final completion acceptance date. The undersigned will be notified prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ dollars \$ _____ drawn to the order of the City of Santa Fe.

Signature-Title

(Corporate Seal)

Corporate Name

Address

(Names of individual members of
firms or names and titles of all
officers of Corporation.)

Corporation organized under
the laws of the State of

N.M. Contractor's License No. & Type

NM Dept. of Workforce Solutions, Public Works Bureau
Labor Enforcement Fund Registration Number: _____

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau
Enforcement Labor Fund Registration Number, on work over \$60,000 must be listed
on Subcontractor listing.]

BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: _____
_____ hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **CIP#:957 – Wastewater Treatment Plant – Aeration System
Improvements**

Bid No. '20/17/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Contract time of **451 calendar days**
- Project Schedule and Milestones
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

2. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.
3. Security in the sum of five (5) percent of the amount bid in the form of (check one):
_____ Bid Bond _____ Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

4. **This Bid Submittal contains the following:**

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Non-Collusion Affidavit of Prime Bidder
- Certification of Non-Segregated Facilities,
- Certification of Bidder regarding Equal Employment Opportunity
- Bid Bond
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)
- Provide the firm's Experience Modification Rate (EMR) for each of the past three years and your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three years

THREE (3) COPIES OF THE BID SUBMITTAL ARE REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____
(Signature)

Title: _____

Date: _____

Official Address: _____

Telephone No. _____

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

BID FORM

CIP #957Paseo Real Wastewater Aeration Improvement Project

Bidder will complete the work in accordance with the Contract Documents for the following prices (All amounts shown are lump sum, complete in place, excluding NMGR):

ITEM No.	DESCRIPTION	QUANTITY	UNIT	PRICE (Excluding NMGR)
1	MOBILIZATION	1	LS	\$
2	DEMOBILIZATION	1	LS	\$
3	BLOWER BUILDING ROOF REPLACEMENT ALLOWANCE	1,600 ft ²	\$ _____ /ft ²	\$
4	AERATION BASINS CLEANING ALLOWANCE	365 yd ³	\$ _____ /yd ³	\$
5	UNKNOWN SUBSURFACE CONDITIONS ALLOWANCE	1	LS	\$ 25,000
6	MATERIAL TESTING ALLOWANCE	1	LS	\$ 20,000
7	SCUM PIPING CLEANING ALLOWANCE	350	\$ _____ /lf	\$
8	UTILITY RELOCATION ALLOWANCE	1	LS	\$ 50,000
9	ELECTRICAL CABLE AND CONDUIT ALLOWANCE	1	LS	\$ 70,000
10	LUMP SUM FOR BALANCE OF ALL WORK NOT INCLUDED IN ITEMS 1-9	1	LS	\$
BASE BID PLUS ALLOWANCES: BID ITEMS 1 – 10:				\$
New Mexico Gross Receipts Tax (NMGR) @8.4375%				\$
TOTAL BASE BID AMOUNT PLUS ALLOWANCES AND NMGR:				

TOTAL BASE BID AMOUNT PLUS ALLOWANCES AND NMGR (IN WORDS):

THE SUM OF _____

_____ DOLLARS AND _____ CENTS.

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, as Principal, and the
_____, of _____ a

Corporation duly organized under the laws of the State of _____, and authorized
to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and
firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the
sum of

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

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 20____,
(Bid No. '20/17/B) for the construction of **CIP#:957 – Wastewater Treatment Plant – Aeration
System Improvements**

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

C. SIGNED AND SEALED THIS _____ DAY OF _____, a.d. 2020.

_____ BIDDER

By: _____
PRINCIPAL

(SEAL) _____ WITNESS

By: _____
SURETY

Title: _____

WITNESS

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

- _____
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes__No ____
 2. Compliance reports were required to be filed in connection with such contractor 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 or print)

SIGNATURE

DATE

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal and of all pertinent circumstances respecting such bid;

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

_____ NOTARY PUBLIC

My Commission
Expires:

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____ of _____, hereinafter referred to as the "Subcontractor";
- (2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____;
- (3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.
- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

SUBCONTRACTOR LISTING

Note: A Contractor that Submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the public works minimum wage act 13-4-10 NMSA 1978, shall be registered with the NM Dept. of Workforce Solutions, Public Works Bureau.

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
Signature of Subcontractor (to be obtained after award of contract):		

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT
REQUEST FOR BIDS ONLY

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Construction services to upgrade the wastewater aeration system at the Paseo Real Wastewater Treatment Plant. The contractor shall provide services to install pre-furnished equipment and those furnished by the Contractor as specified in the plan drawings and specifications.

2) The aeration improvements associated with the above mentioned construction work are, but not limited to, work within the facility buildings, aeration diffusers, laterals, headers, control valves, blowers, variable frequency drives, airflow meters, construction of an equalization tank, HVAC, SCADA interfacing equipment for upgraded aeration processes and existing process analyzers, electrical system and controls, wiring, system controls and equipment, internal and external (yard) piping, utility extensions (Electrical Power/Auxiliary Power), scum removal system (selectors and aeration basins) replacement, upgrades to plant drain, piping, controls, and instrumentation.

3) Construction work for this project will need to meet specific milestone dates to ensure permit requirements can be met into 2021.

4) The construction services shall be scheduled and coordinated with City staff so the work during the project does not interrupt the City's ability to meet its current permit requirements as one aeration basin will be placed out of service at a time for construction work to be performed within the two basins.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

1) Implement the design of the improvements, as described in the Plans and Specifications for the project, the Contractor will provide improvements to the Paseo Real facilities that will assure the efficient and effective operation of the Paseo Real biological treatment process, in compliance with the facilities standard operating procedures, and meet applicable discharge permit requirements.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of

termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

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

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

22. Other Insurance

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

A. Required Insurance:

Contractors required insurance as described in Exhibit A attached hereto and incorporated within.

B. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

C. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them

for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

City of Santa Fe:
Waste Water Division Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

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

29. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

NAME

TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE (REQUEST FOR BIDS ONLY):

 1/27/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

APPENDIX A REQUIRED INSURANCE

A.1 Contractor's Required Insurance

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

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

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

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

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa

Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

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

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

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

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

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

A.1.2 Workers' Compensation and Employer's Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et.

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

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

- \$ 4,000,000 General Aggregate;
- \$ 2,000,000 Each Occurrence for bodily injury, personal injury, and property damage;
- \$ 2,000,000 Products-completed operations aggregate;

The CGL policy of Contractor shall be a broad form coverage and must include liability coverage in the amount of \$2,000,000 per occurrence for the following:

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

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

The Contractor shall procure and maintain Pollution Liability Insurance with limits of not less than \$2,000,000 per Occurrence and \$2,000,000 in the Aggregate. Coverage must be included for bodily injury and property damage and for clean-up costs arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising from any work and/or services performed by Contractor and its Subcontractors. The policy shall be endorsed to name the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents as additional insureds.

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

A.1.4 Builder's Risk Insurance: At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named

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

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

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

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

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

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

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

Exhibit A

Minimum Insurance Coverage

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

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

General Conditions

DEFINITIONS

Wherever used in any of the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof unless another meaning is clearly specified:

ADDENDA - Written or graphic instruments issued prior to the execution of the Contract Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

ARCHITECT/ENGINEER (A/E) – New Mexico registered architect or registered professional engineer or the Architect's or professional engineer's designated representative, who is working directly under the direct supervision of the architect or professional engineer. For design/build delivery projects, the Architect/Engineer (A/E) shall mean the New Mexico licensed architect or registered professional engineer who is retained by or teamed with the Contractor to develop the design and construction plans for the project.

BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a Bid for the Work.

BONDS - Bid, Performance, and Labor and Materials Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

CALENDAR DAY – Each and every day shown on the calendar, Beginning and ending at midnight.

CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CITY - City of Santa Fe, New Mexico.

CONSULTING ENGINEER – New Mexico registered professional engineer, or the designated representative, who is working under the direct supervision of the consulting engineer, who has designed the technical aspects of this project for the City of Santa Fe.

CONTRACT DOCUMENTS - The Construction Contract and those additional documents identified and incorporated by reference therein.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents and as specifically set forth in the Construction Contract.

CONTRACT TIME - The time period stated in the Contract Documents for the completion and acceptance of the Work by the Project Manager. This time may be defined as a specified fixed date, given number of work days, or a given number of calendar days

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

CONTRACTOR - The person, firm or corporation possessing the proper New Mexico Contractors license (s) with whom the City has executed the Construction Contract.

ENGINEER - The City of Santa Fe Engineer, or designated representative, assigned to manage the project contract. Engineer shall mean New Mexico registered professional engineer.

EXTRA WORK – 1) an item of work ordered under the contract for which there is no unit bid price, or 2) when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or 3) when, in the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or of unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site any of which will require the Contractor to significantly alter the method, prosecution and progress of the work, or 4) when the original contract quantity of a major item is adjusted by more than twenty-five percent (25%).

FIELD ORDER - A written order effecting a change in the Work which does not involve an adjustment in the Contract Price or an extension of the Contract Time, issued by the Project Manager to the Contractor during performance of the Work.

HOLIDAYS – Holidays will be observed as follows unless otherwise provided by the City Council:

New Years Day

Martin Luther King Jr.'s Birthday

Presidents Day (observed the day following Thanksgiving Day)

Memorial Day

Independence Day (4th of July)

Labor Day

Santa Fe Fiesta (1/2 day)

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

PLANS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the City.

PROJECT - The undertaking for which the Work is to be performed as provided in the Contract Documents.

PROJECT MANAGER - The person designated by the City or its Engineer to be responsible for

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supervising the performance of the Work by the Contractor and compliance with the Contract Documents.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated, performed or installed.

SPECIFICATIONS - Written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

SUBCONTRACTOR - An individual, firm or corporation approved by the City and having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WORK - All labor necessary to produce the construction or services required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project as more specifically described in the Contract Agreement.

WORKING DAY - Each day, exclusive of Saturdays, Sundays, and holidays, as set out in Subsection 1 HOLIDAYS, on which work can be effectively prosecuted for six hours or more. The determination of whether a working day will be charged will be made by the Engineer at the beginning of the work day. No time will be charged if the weather improves after a non-working day has been declared, unless the contractor chooses to perform work, and only if that work is performed for six (6) hours or more. No time will be charged for work done to preserve and protect existing work during nonworking days. A working day will be charged when work is effectively prosecuted for six (6) hours or more on any contract item that requires inspection or testing by the City on a Saturday, Sunday or holiday. The contractor may elect to observe a national holiday in lieu of observing the City holiday, as defined in HOLIDAYS in which case, for the purpose of assessing working days, the city holiday will no longer be considered a holiday.

WRITTEN NOTICE - Any notice to any party of the Construction Contract relative to any part of this Contract Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the said party's last given address, or delivered in person to said party or the said party's authorized representative on the Work.

ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings, by the Project Manager, as necessary to carry out the Work required by the Contract Documents.

Additional drawings and instructions thus supplied to the Contractor by the Project Manager will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Project Manager such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable in a format approved by the Project Manager for the Work to be performed. The construction schedule shall be submitted to the Engineer before the Pre-construction meeting.

With each such partial payment application, the Contractor shall submit to the Project Manager updated construction progress schedule showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

- A. The dates at which special detail drawings will be required; and
- B. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit to the Project Manager prior to commencing the Work, a schedule of payments that Contractor anticipates it will earn during the course of the Work.

The Contractor shall provide a two-week advance written notice to the Project Manager on any planned road closures with the dates and times of the length of the anticipated closure.

PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials (except for materials specified to be furnished by the City), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Work in an acceptable and professional manner, ready for use, occupancy or operation by the City. The original set of plans will be kept at the Wastewater Treatment Plant during the construction of this project. Once the plans are As-built, the plans will be sent at the Plat Room, located at City Hall, for final storage and for informational purposes.

SHOP DRAWINGS

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Project Manager, or the Project Manager's designated representative, shall promptly review all Shop Drawings. The approval of the Project Manager or the Project Manager's designated representative of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

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When submitted for the Project Manager's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Project Manager or the Project Manager's designated representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager upon request.

MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise may be specifically stated in the Contract Documents, the Contractor shall provide and pay for the costs and associated taxes for all materials (except for materials specified to be furnished by the City), labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment furnished by the Contractor shall be in accordance with samples submitted by the Contractor and approved by the Project Manager.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor, subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

INSPECTION AND TESTING

The Owner may hire and pay for an independent testing company and testing laboratory to complete verification testing for work completed by the Contractor. The Contractor shall be responsible for quality control of all work for the project and is responsible for ensuring that all work is completed in accordance with the Contract Documents including associated compliance testing. Any costs associated with quality control of completing the required work in the contract documents including compliance testing shall be considered incidental to the cost of completing the work.

Inspections, tests or approvals by the Project Manager, or others shall not relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the requirements of the Contract Documents.

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The Project Manager and the Project Manager's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered contrary to the written instructions of the Project Manager or the Project Manager's representatives, it must, if requested by the Project Manager or the Project Manager's representatives, be uncovered for the Project Manager or the Project Manager's representatives observation and replaced at the Contractor's sole expense.

If the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly provides such information to the Project Manager.

SURVEYS, PERMITS, REGULATIONS

The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes. When it becomes necessary by reason of construction to remove or obliterate any triangulation station benchmark, corner, monument, stake, witness mark or other survey reference mark, it shall be the duty of the Contractor to cause, at the Contractor's sole expense, the mark to be re-established by a registered surveyor in accordance with New Mexico State Statute 61-23-28.

Unless otherwise stated in the Contract Documents or agreed to in writing by the City all permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in Section 14, Changes in the Work.

PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, landscaping, irrigation systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with and provide all notices required by all applicable laws, ordinances, rules, regulations and orders of every public body having jurisdiction over the Contractor, the City or the Project. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the City or the Project Manager, or any one employed by either of them or anyone for whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager or City, shall act to prevent threatened damage, injury or loss. Contractor will give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

PROTECTION OF UTILITY RIGHTS-OF-WAY AND SERVICES

Where the Contractor's operations are adjacent to railways or utilities or are adjacent to other properties, damage to which may result in considerable expense, loss or inconvenience, work shall not commence until the Contractor has made all arrangements necessary to protect these facilities.

The Contractor shall cooperate with the owners of underground or overhead utility lines in their removal and rearrangement operations in their removal or relocation in order to eliminate duplication of effort by utility owners and to prevent interruption of service.

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If water or utility services are interrupted due to accidental breakage or as a result of being exposed or unsupported during the Contractor's operations, the Contractor shall provide continuous repair work until the service is restored. No work shall be commenced around fire hydrants until provision for service has been approved by the local fire authority.

The contractor agrees and recognizes that there are ongoing operations of City facilities at and around the project site. It shall be the responsibility of the Contractor to coordinate work with said City facility operations.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of these specifications or in exercising powers or authority granted to them by or within the scope of the contract, there shall be no liability upon the City's Engineer, Project Manager, or their authorized representatives, either personally or as officials of the City, it being understood and agreed that in such matters they act solely as agents and representatives of the City

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the Construction Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Contract Change Order.

The Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Project Manager, unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City.

CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum.
- C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work covered by the Change Order. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of such Work to cover the cost of bonds, insurance, and profit.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order

for such reasonable time as the City may, in its sole discretion, determine that such event has delayed the critical path of the Work or overall completion of the Work after considering the advice of the Project Manager, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Project Manager and City, not more than 10 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress narrative report to the Project Manager. Within thirty days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay shall be waived by the Contractor.

Except as otherwise provided below, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, when such hindrance or delay is the result, directly or indirectly, of the Contractor's action or inaction or the action or inaction of the Contractor's agents, representatives or subcontractors or when such delay was foreseeable or avoidable. In the event that a hindrance or delay in the orderly progress of the Work was not, directly or indirectly, the result of the Contractor's action or inaction, and when such delay was not foreseeable or avoidable, the City may pay the Contractor for any additional costs or expenses directly incurred as a result of the delay that cannot reasonably be avoided or reduced, which the Contractor demonstrates to the satisfaction of the City. Except as provided above, Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the City's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable delays, it being acknowledged that the Contract Price includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Project Manager for failure to comply with the Contract Documents, whether incorporated in the Project or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without any expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's sole expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City may remove or correct such Work and store the materials at the sole expense of the Contractor. If at the time the City removes or corrects such Work and stores materials and any amount of the Contract Price is then due and owing to the Contractor, the City may deduct from the amount owed to the Contractor, the costs incurred by the City for such removal, correction and storage.

SUSPENSION OF WORK, ORDERED BY THE ENGINEER

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt of the request, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or its subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and the City will modify the contract in writing accordingly.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this section to the extent that performance would have been suspended or delayed by other causes, or for which an adjustment is provided for or excluded under other terms or conditions of this contract.

DEFAULT OF CONTRACT

The Contractor is in default of the Contract if the Contractor:

- A. Fails to begin work under the contract within the time specified in the "Notice to Proceed," or:
- B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or:
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or:
- D. Discontinues the prosecution of the work, or:
- E. Fails to resume work which has been discontinued within a specified (minimum 14 calendar days) time after notice to do so, or:

- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or:
- G. Allows a final judgment, in a suit filed in connection with this contract, to stand against him unsatisfied for a period of thirty (30) calendar days, or:
- H. Makes an assignment, in connection with this contract, for the benefit of creditors, or:
- I. For any other cause, except as provided in the Construction Contract, fails to carry on the work in an acceptable manner.

The Project Manager will give notice in writing to the Contractor and the Contractor's surety of such delay, neglect, or apparent default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the City may, upon written notification from the Engineer of the fact of such delay, neglect, or apparent default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract to declare the Contractor in default and take the prosecution of the work out of the hands of the Contractor and demand compliance by the surety of the terms, conditions and obligations contained in the Performance Bond executed by the surety and Contractor.

Upon the default of the Contractor as set forth above, the surety shall take charge of said work and complete the contract at its own expense pursuant to the terms of said contract, receiving, however, any balance of funds due and owing Contractor in the hands of the City under said contract. In the event the surety fails to take charge of the project upon the demand of the City to do so, the City may undertake to complete the project with its own forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the City, together with the cost of completing the work under contract, will be deducted from the contract funds, which are due or may become due the defaulting Contractor. If such expense exceeds the sum which would have been payable under the contract, then the defaulting Contractor and the surety shall be jointly and severally liable for the amount of such excess expense.

TERMINATION OF CONTRACT – NO FAULT OF CONTRACTOR

After ten (10) days from delivery of a Written Notice to the Contractor from the Project Manager, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Construction Contract. In such case, the Contractor shall be paid for all Work executed in conformance with the Contract Documents and any expense sustained plus reasonable profit.

PAYMENTS TO CONTRACTOR

Payments to the Contractor by the City shall be as specified in the Construction Contract, and as specified in the Special Conditions.

Prior to Substantial Completion, the City, with the approval of the Project Manager and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

The City shall have the right to enter the premises where the work is being performed for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the Work, the Project Manager shall issue a certificate attached to the final payment request that the Work has been accepted by the Project Manager under the conditions of the Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Materials Payment Bond.

ASSIGNMENTS

Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Construction Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The City must approve the use of any Subcontractor.

The Contractor shall not award Work to Subcontractor(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.

At the Pre-construction conference, the Contractor shall submit a list of all subcontractors and material suppliers to be utilized on the Project. For design/build delivery projects, the Contractor shall list the Architect/Engineer and the manufacturer for the building or pre-engineered structure on the Bid Form. The Contractor shall also comply with provisions of the Contractors Fair Practice Act.

The Contractor shall be fully responsible to the City for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts that require Contractor to make prompt payment in accordance with the Retainage Act (NMSA 1978, 57-28-1, etseq.)

Nothing contained in this Contract Agreement shall create any contractual relation between any Subcontractor and the City.

DUTIES OF THE CONTRACTOR

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any of the conditions of the Contract. The Contract requires performance of services entirely at the Contractor's risk and Contractor has agreed to indemnify the City from all claims, demands and actions, arising from the Contractor's actions, errors or omissions.

The Contractor will supervise and direct all work to be performed pursuant to this Agreement.

Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain at the project site a qualified superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the services provided pursuant to this Agreement.

Construction Surveying will be provided by the Contractor.

JOB SITE ADMINISTRATION

Except as provided in the Instructions to Bidders, the outdoor storage and staging yard must be obtained by the contractor at his/her sole expense. The Contractor shall erect a security fence to enclose the storage and staging area and be responsible for orderly use of the storage sites and cleanup of all areas affected by the project to the original condition. Construction materials and equipment such as tools, scaffolds, forms and excess material not in use shall be stored or stacked in neat order at the contractor's storage site.

Services performed pursuant to this Agreement are not to interfere with the city's normal operation and maintenance. All areas affected by this project are to be kept continually clean and free of debris. Areas where welding is occurring are to be shielded to prevent flying sparks and debris.

Contractor shall be responsible for all areas of the site used by the Contractor, subcontractors, suppliers or other involved in performance of the services to be performed in the Contract.

Contractor shall have the right to exclude all persons who have no purpose or function related to

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the performance or inspection of the services, except personnel employed by the city or other governmental agencies. Contractor may require all persons on the site of the work to observe all regulations the Contractor requires of the Contractor's employees. Contractor will exert full control over the site and personnel with respect to use, safety and preservation of property and the existing facilities, except for controls as reserved to City or others.

Contractor shall at all times keep the site free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the services to be performed in the Contract, Contractor shall remove Contractor's waste materials and rubbish from and about the project, as well as all Contractor's tools construction equipment, machinery, and surplus materials, and shall clean all surfaces.

Volatile, hazardous or dangerous wastes shall be properly stored and disposed of daily in covered metal containers. The Contractor shall promptly remove all spilled or splattered materials from surfaces to prevent marring, staining, or their damage. All wastes shall be disposed in compliance with applicable anti-pollution laws and local ordinances. Adequate clean-up will be evaluated prior to all applications for progress payment.

The Contractor shall be responsible for and shall pay all landfill disposal fees related to this project.

PROJECT MANAGER'S AUTHORITY

The Project Manager or the Project Manager's designated representative shall act as the City's representative, acting under the direction and supervision of the Engineer, during the performance of the Work in connection with the Project. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager, will make visits to the site and determine if the Work is proceeding in accordance with Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Manager shall promptly make decisions relative to interpretation of the Contract Documents.

CLAIMS FOR ADJUSTMENT – DISPUTE RESOLUTION

The Contractor may make claims for additional compensation or time extension only when the Engineer disallows time extension requests which have been properly submitted by the Contractor, or for disputes alleging that work requested to be performed is extra work.

The Contractor is barred from filing claims after the Engineer has determined the work ordered is extra work.

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

To make a claim, the Contractor shall notify the Engineer, through the Project Manager, in writing of the intention to make a claim for such additional compensation before the Contractor begins the work on which the Contractor bases the claim, or in the case of Termination of Contract – No fault of Contractor, within thirty (30) days of the effective termination date.

If the timely notification is not given, and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby waives claims for such additional compensation. Such notification by the Contractor, and the fact that the Project Manager has kept account of the cost as previously stated, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after review by the Project Manager and Engineer is found to be just, the Engineer shall originate a change order and submit the change order for approval.

All notifications of claim shall be made in writing to the Engineer, through the Project Manager, who shall either accept or deny the claim within thirty (30) calendar days.

If the claim is denied, or if the Contractor and the Owner cannot negotiate a satisfactory basis of payment or time extension, then the Contractor may proceed with litigation in a court of competent jurisdiction. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District and any action or suit commenced in a federal court shall be brought in the United States District Court for the District of New Mexico.

LAND AND RIGHT-OF-WAY

Prior to issuance of Notice to Proceed, the City shall obtain all land and right-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise specifically provided in the Contract Documents.

The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at the Contractor's own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

GUARANTY

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance of final payment of the Contract Price. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance of final payment of the Contract Price of the Work that the completed Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

The Contractor shall provide the City with all certificates of long term guaranty or warranty regarding mechanical equipment, structural systems, paint, coating or finish.

MISCELLANEOUS

TAXES - Contractor shall be responsible for the payment of all applicable taxes levied on the Contract Price paid under this Agreement, including but not limited to the State of New Mexico gross receipts tax.

INDEPENDENT CONTRACTOR - The nature of the Contractor to the City shall be that of an independent contractor. The Contractor, and all employees and subcontractors of the Contractor, shall not be deemed agents, employees or servants of City. This Agreement shall not be construed as a joint venture or partnership between the parties hereto. The City will not withhold taxes, F.I.C.A. or the like from the payment for the Work. Nothing in this Agreement burdens the City with the duties of an employer concerning Contractor, or any employee or subcontractor of the Contractor, under any state workers' compensation laws, any state or federal occupational health and safety laws or any other state or federal laws. The Contractor and all employees or subcontractors of Contractor shall not participate in any of the "fringe benefits" generally made available by the City to its officers or employees. The City shall not provide the Contractor office space, clerical help, supplies or the like. The Contractor shall not have the benefit of an expense account, but the City shall reimburse the Contractor for extraordinary expenses incurred by Contractor in connection with the performance of the Construction hereunder, where the City agrees in advance to do so.

CONTRACTOR'S AUTHORITY - Contractor shall not enter into any agreement with any person which binds, or is intended to bind, City to any duty or obligation unless the City has given Contractor prior written consent to represent the City in such matter. Nor shall Contractor make representations to any person which indicate that Contractor is acting on behalf of the City, without the City's prior written authorization.

CONTRACTOR'S RIGHT TO CONDUCT BUSINESS - Nothing in the Contract Agreement or Contract Documents shall preclude or limit the Contractor from pursuing unrelated business opportunities; provided, however, that Contractor shall at all times during the term of the Contract Agreement, maintain the ability to perform its obligations hereunder in a professional and timely manner. Nor shall City limit or interfere with the Contractor's ability to manage its business or employees.

SANITARY, HEALTH, AND SAFETY PROVISIONS - The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements of the State and local Boards of Health or of other bodies having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards.

The Contractor shall provide onsite, for the duration of the work, restroom facilities for the use of the Contractor's employees.

CIP#:957 – Wastewater Treatment Plant – Aeration System Improvements

CLEAN AIR AND WATER POLLUTION CONTROL ACTS - During the performance of this Agreement, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

Any facility to be utilized in the performance of any non-exempt contract or subcontract is not to be listed on the list of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USE 1857c-8 and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Contractor and all subcontractors will notify the City of any notification received from the Direct, Office of Federal Activities, EPS, indicating that a facility utilized, or to be utilized for performance of the obligations under the Contract, is under consideration to be listed on the EPA list of Violating Facilities.

Contractor will include, or cause to be included, the criteria and requirements in Section 25.6 of these General Conditions to the Agreement in every subcontract, and Contractor will take such action as the owner, or any governmental authority with jurisdiction, may direct as means of enforcing such provisions.



LABOR RELATIONS DIVISION

WWW.DWS.STATE.NM.US

401 Broadway Blvd NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

TYPE "B" – GENERAL BUILDING
Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	32.26	12.06	0.60
Asbestos Workers/Heat and Frost insulators-Los Alamos County	34.69	12.06	0.60
Boilermaker/ blacksmith	34.97	28.85	0.60
Bricklayer/Block layer/Stonemason	24.46	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter-Los Alamos County	27.80	13.19	0.60
Millwright/ pile driver	33.16	25.24	0.60
Cement Mason	21.07	10.33	0.60
Electricians-Outside Classifications- Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classification: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/ technician	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/ Technician	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	32.70	11.18	0.60
Cable Splicer	35.97	11.28	0.60



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Phone: 505-841-4400
Fax: 505-841-4424

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classification: Zone 4			
Wireman/ low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classification: Los Alamos			
Wireman/ low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Elevator Constructor	43.80	35.25	0.60
Elevator Constructor Helper	35.04	35.25	0.60
Glazier			
Journeyman/ Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter (Brush/Roller/Spray)	17.00	6.88	0.60
Paper Hanger	17.00	6.88	0.60
Drywall- Light Commercial & Residential			
Ames tool operator	25.08	7.10	0.60
Hand finisher/machine texture	24.08	7.10	0.60
Plasterer	23.17	8.99	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal worker			
Zone 1	31.03	17.26	0.60
Zone 2 – Industrial	32.03	17.26	0.60
Zone 3 – Los Alamos	33.03	17.26	0.60



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Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Soft Floor Layer	19.94	17.26	0.60
Sprinkler Fitter	30.90	22.29	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	17.50	6.27	0.60
Group II- Skilled	18.50	6.27	0.60
Group III- Specialty	20.75	6.27	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	18.00	6.27	0.60
Group II- Skilled	19.75	6.27	0.60
Group III- Specialty	20.25	6.27	0.60
Reinforcing iron workers and post tension	24.00	6.27	0.60
Operators			
Group I	20.95	7.27	0.60
Group II	23.11	7.27	0.60
Group III	23.57	7.27	0.60
Group IV	24.01	7.27	0.60
Group V	24.20	7.27	0.60
Group VI	24.41	7.27	0.60
Group VII	24.52	7.27	0.60
Group VIII	27.56	7.27	0.60
Group IX	29.95	7.27	0.60
Group X	33.35	7.27	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

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Type "H - Heavy Engineering

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	32.26	12.06	0.60
Asbestos workers/Heat & Frost Insulators- Los Alamos County	34.69	12.06	0.60
Boilermaker	34.97	27.35	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter- Los Alamos County	27.80	13.19	0.60
Millwright/Pile driver	33.16	25.24	0.60
Cement Mason	21.00	9.38	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/Tech	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	32.70	11.18	0.60



Cable Splicer	35.97	11.28	0.60
Electricians-Inside Classifications: Zone 2			
Wireman/low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classifications: Zone 3			
Wireman/low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classifications: Zone 4			
Wireman/low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classifications: Los Alamos			
Wireman/low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Glazier			
Glazier/Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter- Industrial	21.25	9.17	0.60
Paperhanger	18.75	9.17	0.60
Drywall-Industrial			
Ames tool Operator	25.93	7.10	0.60
Hand finisher/machine texture	24.93	7.10	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal Worker	31.03	17.26	0.60
Operators			
Group I	20.55	6.34	0.60
Group II	20.75	6.34	0.60
Group III	20.94	6.34	0.60
Group IV	21.08	6.34	0.60
Group V	21.19	6.34	0.60
Group VI	21.37	6.34	0.60
Group VII	21.39	6.34	0.60



Group VIII	23.29	6.34	0.60
Group IX	28.96	6.34	0.60
Group X	32.19	6.34	0.60
Laborers			
Group I-Unskilled	17.06	6.22	0.60
Group II-Semi-Skilled	17.81	6.22	0.60
Group III-Skilled	19.32	6.22	0.60
Group IV-Specialty	19.72	6.22	0.60
Laborers-Underground			
Group I	18.97	6.22	0.60
Group II	19.34	6.22	0.60
Group III	19.69	6.22	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

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Type "H - Heavy Engineering

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	32.26	12.06	0.60
Asbestos workers/Heat & Frost Insulators- Los Alamos County	34.69	12.06	0.60
Boilermaker	34.97	27.35	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter- Los Alamos County	27.80	13.19	0.60
Millwright/Pile driver	33.16	25.24	0.60
Cement Mason	21.00	9.38	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	42.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/Tech	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	32.70	11.18	0.60



Cable Splicer	35.97	11.28	0.60
Electricians-Inside Classifications:			
Zone 2			
Wireman/low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classifications:			
Zone 3			
Wireman/low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classifications:			
Zone 4			
Wireman/low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classifications: Los Alamos			
Wireman/low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Glazier			
Glazier/Fabricator	20.25	5.35	0.60
Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter- Industrial	21.25	9.17	0.60
Paperhanger	18.75	9.17	0.60
Drywall-Industrial			
Ames tool Operator	25.93	7.10	0.60
Hand finisher/machine texture	24.93	7.10	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal Worker	31.03	17.26	0.60
Operators			
Group I	20.55	6.34	0.60
Group II	20.75	6.34	0.60
Group III	20.94	6.34	0.60
Group IV	21.08	6.34	0.60
Group V	21.19	6.34	0.60
Group VI	21.37	6.34	0.60
Group VII	21.39	6.34	0.60



Group VIII	23.29	6.34	0.60
Group IX	28.96	6.34	0.60
Group X	32.19	6.34	0.60
Laborers			
Group I-Unskilled	17.06	6.22	0.60
Group II-Semi-Skilled	17.81	6.22	0.60
Group III-Skilled	19.32	6.22	0.60
Group IV-Specialty	19.72	6.22	0.60
Laborers-Underground			
Group I	18.97	6.22	0.60
Group II	19.34	6.22	0.60
Group III	19.69	6.22	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

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