

CITY OF SANTA FE



Public Works / Airport Division
“INVITATION TO BID”

Runway 2 Runway Safety Area Grading

BID# 21/38/B
FAA AIP 3-35-0037-054-2021

BIDS DUE:

Thursday, June 24, 2021

3:00 P.M.

PURCHASING DIVISION

CITY OF SANTA FE

By Electronic Submittal Only To:

<https://www.purchasing@santafenm.gov>

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PRE-BID INFORMATION
(00 0100)

(00 0101) DEBARRED OR SUSPENDED CONTRACTORS

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

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INVITATION TO BID (00 1100)

Solicitation No. 21/38/B

BIDS FOR:

City of Santa Fe Project – Runway 02 RSA Grading

PRE-BID CONFERENCE
(**MANDATORY**):

Tuesday, June 15, 2021, 2:00 – 3:00 p.m. local
prevailing time
Location: Virtual

Note: During the Pre-Bid Conference attendees shall observe all Federal, State, and local health and safety protocols and mandates with regard to the COVID-19 pandemic. Pre-Bid Conference will be virtual. Contractor shall send their e-mail address to the Airport Manager, Mark Baca at md Baca@santafenm.gov for a link.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders (ITB). Responses to questions will be issued by Addenda.

Attendance at the Pre-Bid Conference is required, and a pre-requisite for submission of a Bid.

BIDS DUE:

TIME: 3:00 p.m. local prevailing time
DATE: Thursday, June 24, 2021

ELECTRONIC SUBMITTAL ONLY:

Purchasing Division, City of Santa Fe
<https://www.purchasing@santafenm.gov>

BID SUBMISSION:

Complete Bid documents, as required, by this ITB. **ALL** Specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the Bid documents must be attached to form a complete responsive Bid. (NMSA 1978 13-1-82-85; NMSA 1978 13-1-133)

- Electronic Bid submissions through the following City of Santa Fe e-mail:
purchasing@santafenm.gov
- It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the e-mail submission system by the deadline set forth in this ITB. Such electronic submissions will be considered sealed Bids in accordance with statute. **Note:** It is the responsibility of the Bidder to ensure Bids are correct and accurate before submission. By

Bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your Bid corresponds with any amendments.

- If an amendment is processed after Bid is submitted, Bidders must resubmit their Bid in order for it to be considered fully submitted.
- Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via e-mail by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.
- It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and conveyed in their own e-mail for their own records. The City of Santa Fe will not guarantee that a response e-mail will be sent to the Bidder upon submission, however, every effort to acknowledge that the Bid was received timely will be made.

BID OPENING:

Due to the COVID-19 Pandemic, there will be no public Bid Opening. The Bid results will be posted to the City of Santa Fe website at the following link:
https://www.santafenm.gov/Bid_tabulations

BIDS RECEIVED AFTER THE ABOVE BIDS DUE DATE AND TIME WILL NOT ACCEPTED.

BIDDING DOCUMENTS MAY BE REVIEWED AND/OR OBTAINED AT THE FOLLOWING LOCATIONS:

- City of Santa Fe web site www.santafenm.gov/Bids_rfps
- Construction Reporter: (505) 243-9793, 4901 McLeod Road NE, Albuquerque, NM 87109, www.constructionreporter.com
- Dodge Reports: www.construction.com
- Albuquerque Reprographics: www.arigraphix.com

QUESTIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED BY E-MAIL TO THE EACH OF THE FOLLOWING:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Project Engineer, Kent Freier, P.E. kfreier@molzencorbin.com
- Airport Manager, Mark Baca, md Baca@santafenm.gov

Bids for the Contract will be presented in the form of a Unit Price Bid multiplied by each Approximate Quantity, placed in the column Item Price. Award will be made to the Bidder providing the lowest total Item Price Bid, entered at the end of that form. Bidder shall Bid all items included in the Price Schedule. Bidder shall include in the signed documents their New Mexico License Number and Classification Pursuant to NMAC 14.6.6, a validly licensed person may Bid and contract as the Prime Contractor of a project only if the major portion of the

Work, based on dollar amount, is authorized by the classification of the Prime Contractor's license. Any work outside the Scope of the Prime Contractor's license classification(s) must be subcontracted. This provision is subject to the exception set forth in Subsection A of 14.6.6.9 NMAC. Contract award will be made to the responsible Bidder submitting the lowest total of all Item Prices.

Bid security, made payable to the City of Santa Fe, the "City of Santa Fe" in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check. Failure or refusal by the successful Bidder to enter into Contract with the City of Santa Fe will constitute Liquidated Damages in favor of the City of Santa Fe. The Bid shall also include a signed "Non-Collusion Affidavit of Prime Bidder", signed "Certificate of Non-Segregated Facilities", a signed "Certificate of Bidder Regarding Equal Employment Opportunity", a Subcontractor's Listing and; if applicable, a Local Preference Certificate. Bidders shall also reference the Bid Form for a listing of forms and attachments that are also required to be submitted with the Bid. The project may be subject to the New Mexico Department of Workforce Solutions, Minimum Wage Rates for the State of New Mexico if a Work Order for \$60,000.00 or more is executed. Such wage rates are bound into the Contract Documents. The successful Bidder shall, upon notice of award of contract, secure from each of the Bidder's Subcontractors a signed "Non-Collusion Affidavit of Subcontractors".

Any revisions to be incorporated into this Bid document arising from discussion before, during and subsequent to the Pre-Bid Conference will be established in writing by addendum(s) prior to the Bid due date. No oral interpretations of the Bid document will be binding.

Bids must be submitted on the Bid Form provided herewith. Bidder shall Bid all items on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders. Bids may be held for ninety (90) days subject to action by the City of Santa Fe.

The City of Santa Fe reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City of Santa Fe.

The Bidding Documents and subsequent Work Orders contain a time for completion of the Work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

The Work is designated as **the Runway 02 Runway Safety Area (RSA) Grading Improvements** and consists of, but is not limited to: furnishing all equipment, labor and materials for the excavation, embankment, earthwork grading and removal and replacement of an electrical power service to the Glide Slope Antenna, all as required to replace water distribution, water storage, and water supply infrastructure, in accordance with the Drawings, Specifications, and other Contract Documents.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for each executed Work Order.

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

Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

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.

The Bidder's attention is called to the Wage, Labor, EEO, and Safety Requirements bound within these documents.

U.S. Department of Transportation Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The Contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the Special Provisions.

All Bidders shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 7.29 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Bidder for this solicitation qualifies as a DBE, the Contract goal shall be deemed to have been met. Individuals who are reputably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful Bidder will be required to submit information concerning the DBEs that will participate in this Contract. The information will include the name and address for each DBE, a description of the Work to be performed by each named firm, and the dollar value of the contract (subcontract). If the Bidder fails to achieve the Contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Bid that fails to meet these requirements will be considered non-responsive.

Special Notice Regarding EEO. The Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity

Construction Contract Specifications” set forth in the Special Provisions.

The Bidder must supply all of the information required by the Bid Form.

The successful Bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the Contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the Subcontract exceeds \$10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of \$50,000 or more, a Contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a Subcontract of \$50,000 or more, will be required to maintain an affirmative action program within one hundred and twenty (120) days of the commencement of the Contract.

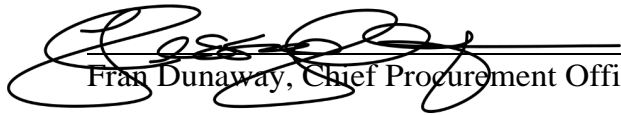
Pre-Award Equal Opportunity Compliance Reviews. Where the Bid of the apparent low responsible Bidder is in the amount of \$1 million or more, the Bidder and his known all-tier subcontractors which will be awarded subcontracts of \$1 million or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the Bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.

Compliance Reports. Within thirty (30) days after award of this Contract, the Contractor shall file a compliance report (Standard Form 100) if:

- (a) The Contractor has not submitted a complete compliance report within 12 months preceding the date of award; and
- (b) The Contractor is within the definition of “employer” in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The Contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within thirty (30) days after award of the Subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

ATTEST:

 _____ 05/27/2021
Fran Dunaway, Chief Procurement Officer

Received by the Santa Fe New Mexican on 05/27/2021 _____

To be published on 05/31/2021 _____

Received by the Albuquerque Journal on 05/27/2021 _____

To be published on 05/31/2021 _____

BID SCHEDULE (00 1154)

- 1) ISSUANCE OF INVITATION TO BID: **Sunday, May 31, 2021**
- 2) ISSUANCE OF BID PACKET: **Tuesday, June 1 2021**
- 3) PRE-BID CONFERENCE (**MANDATORY**): **Tuesday, June 15, 2021**
2:00 – 3:00 p.m. local prevailing time.
Location: Virtual

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic.

Pre-Bid Conference will be virtual. Contractor shall send their e-mail address to the Airport Manager, Mark Baca, at mdbaca@santafenm.gov for a link.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

- 4) DEADLINE FOR PRE-BID RFI: **Friday, June 4, 2021**
- 4) **ELECTRONIC** BID SUBMITTAL DEADLINE: **Thursday, June 9, 2021**
3:00 p.m. local prevailing time
- 5) OPENING OF BIDS RECEIVED: *Due to the COVID-19 Pandemic, there will be no public Bid opening. The Bids will be posted to the City of Santa Fe website at the following link:*
https://www.santafenm.gov/Bid_tabulations

DATES OF CONSIDERATION BY COMMITTEES AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE NOTE THAT THE CONTRACTOR BEING RECOMMENDED FOR SELECTION MAY ATTEND, BUT WILL NOT BE REQUIRED TO ATTEND COMMITTEE OR CITY COUNCIL MEETINGS.

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INSTRUCTIONS TO BIDDERS

(00 2100)

1.0 DEFINITIONS AND TERMS

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

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the Work, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 A **mandatory virtual** Pre-Bid Conference will be held for this project. Due to the COVID-19 pandemic there will be no site visit. Bidders should e-mail Kent Freier kfreier@molzencorbin.com at least two (2) business days before the virtual Pre-Bid Conference with a valid e-mail address to receive an invitation.
- 2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe and on airport property.
- 2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Section and that the Bidding Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Santa Fe does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- 3.1.3 The City of Santa Fe, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS

3.2.1 All questions concerning this solicitation shall be submitted by e-mail to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fdunaway@santafenm.gov
- Project Engineer, Kent Freier, P.E., kfreier@molzencorbin.com
- Airport Manager, Mark Baca, mdbaca@santafenm.gov

Replies will be issued by Addenda e-mailed or delivered to all parties recorded by the City of Santa Fe as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of materials, labor and equipment described in the Specifications without consideration of possible substitute (“of equal” or “or equal”) items. Whenever it is indicated in the Specifications that substitute (“of equal” or “or equal”) items of material or equipment may be furnished or used by the Contractor if acceptable to the City of Santa Fe, application of such acceptance will not be considered by the City of Santa Fe until after the “effective date of the Contract.” The procedure for submittal of any such application by the Contractor and consideration by the City of Santa Fe is set forth in the Contract Documents.

3.4 ADDENDA

3.4.1 No oral interpretations of the meaning of the specifications or other pre-Bid documents will be binding. Oral communications are permitted in order to make assessment for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.** Every request for such interpretations shall be submitted by e-mail to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fdunaway@santafenm.gov
- Project Engineer, Kent Freier, P.E., kfreier@molzencorbin.com
- Airport Manager, Mark Baca, mdbaca@santafenm.com

To be given consideration requests must be received at least five (5) days prior to the date fixed for the opening of the Bids.

- 3.4.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered electronically to all prospective Bidders not later than three (3) 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 a Bid as submitted. All addenda so issued shall become part of the contract documents.
- 3.4.3 The City reserves the right to not comply with these time frames if a critical addendum is required or if the Bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.0 BIDDING PROCEDURES

- 4.01 The person or persons opening the Bids will adhere to the following procedure:
- 4.02 Bid – Shall include the Name the Bidder and the Number of Bidder’s New Mexico Contractor’s License with proper signatures.
- 4.03 Bid Bond or certified “check” in the amount of 5% of the total of all Item Prices.
- 4.04 Non-Collusion Affidavit of Prime Bidder.
- 4.05 Submittal, acknowledgement of Addenda, if any.
- 4.06 Properly executed Bid Form.
- 4.07 Equal Employment Opportunity
- 4.08 Certification of Non-segregated Facilities.
- 4.09 The City shall not accept a Bid on a contract from a Prime Contractor that does not provide proof of required licensure and registrations. After selection, the City will verify licensure and registration.
- 4.10 Inclusion of all required attachments, forms, etc. as identified on the Bid Form.

If any of the other requirements have not been met, the Bid shall be disqualified and considered a non-responsive Bid.

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.
- 4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, or corporation by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor's license number and type, and a copy of the State of New Mexico Preference, if applicable. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- 4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 4.1.9 The address, to which communications regarding the Bid are to be directed, must be shown.

4.2 BID SECURITY

- 4.2.1 Bid security, made payable to the City of Santa Fe, the "City of Santa Fe" in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by certified check.
- 4.2.2 The Bid security shall be in the amount of five percent (5%) of the total of all Item Prices amount submitted, pledging that the Bidder will enter into a Contract with the City of Santa Fe in the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City of Santa Fe as liquidated damages, not as a penalty.
- 4.2.3 The City of Santa Fe will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.4 When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

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

4.3 PRE-BID CONFERENCE

- 4.3.1 The City of Santa Fe shall conduct a **mandatory, virtual** Pre-Bid Conference prior to the Bid opening date stated in the Invitation for Bid.
- 4.3.2 The City of Santa Fe and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in section 4.3.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.
- 4.3.3 Questions and requests for clarification are to be presented in written form (Pre-Bid RFI) and e-mailed to each of the following:

Fran Dunaway, Chief Procurement Officer, fdunaway@santafenm.gov
Kent Freier, P.E., Project Engineer, kfreier@molzencorbin.com
Mark Baca, Airport Manager, mbaca@santafenm.gov

Responses will be written and issued electronically as Addenda. No verbal response shall be binding.

4.4 RESIDENT PREFERENCE & LOCAL PREFERENCE

NOT APPLICABLE FOR THIS PROJECT

4.5 SUBCONTRACTORS

- 4.5.1 The listing threshold amount for this project shall be five thousand dollars (\$5,000) or one-half of one percent of the Architect's or Engineer's Estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade Scope of Services as indicated unless a request for a change or substitution is approved by the City of Santa Fe for any reason as outlined herein.

If the Work is self-performed, the Prime Contractor shall list themselves on the form.

- 4.5.2 The City of Santa Fe shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the Work in a manner more satisfactory and beneficial to both the City of Santa Fe and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City of Santa Fe's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the City of Santa Fe.
- 4.5.3 The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the Work.
- 4.5.4 Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.
- 4.5.5 Prior to the award of the Contract, the City of Santa Fe will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.
- 4.5.6 The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the Work, submit the following information to the City of Santa Fe:
 - (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - (B) A list signed by all Subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing Form submitted with the Bid.
- 4.5.7 The successful Bidder will be required to establish, to the satisfaction of the City of Santa Fe, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

- 4.5.8 Persons and organizations proposed by the Bidder and to whom the City of Santa Fe has made no reasonable objection under the provisions of Paragraph 4.5.7 shall perform the Work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City of Santa Fe.
- 4.5.9 No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

4.6 SUBMISSION OF BIDS

- 4.6.1 E-mailed Bids shall be submitted by the time indicated in the Invitation to Bid and shall be submitted with the following in the e-mail subject line: Invitation for Bid# **21/38/B**, date and time of Bid opening, the name of the Bidder and their New Mexico License number and shall be accompanied by attachments for the Bid Security, Subcontractors Listing, and other required documents listed in the Bid Documents and on the Bid Form.
- 4.6.2 The e-mail shall be addressed to the following e-mail address:

Purchasing Division
City of Santa Fe
https://www.purchasing@santafenm.gov

NOTE: The following information shall be provided in the subject line of the e-mail: **“RESPONSE”, Invitation to Bid# (21/38/B), date and time of Bid opening, the name of the Bidder and their New Mexico License number.**
- 4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.
- 4.6.4 The Bidder shall assume full responsibility for timely electronic delivery of Bids to the City’s Purchasing Division. The Bidder shall assume full responsibility for receiving a delivery receipt / read receipt.
- 4.6.5 Oral telephonic, or telegraphic Bids are invalid and will not receive consideration.

4.7 CORRECTION OR WITHDRAWAL OF BIDS

- 4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.
- 4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 4.2.

- 4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.
- 4.7.4 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:
- (A) The mistake is clearly evident on the face of the Bid document; or
 - (B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

4.8 BRIBES, GRATUITIES, AND KICK-BACKS

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

4.9 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

- 4.9.1.1 By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).
- (A) Definitions - Sections 1.0 to 1.1;
 - (B) Contract Bond Requirements - Section 4.2;
 - (C) Bribes, Gratuities, and Kickbacks - Section 4.8;
 - (D) Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

4.10 REJECTION OR CANCELLATION OF BIDS

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

4.11 PROTESTS

4.11.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the City Purchasing Agent and the City of Santa Fe in accordance with the requirements. The protest should be made in a timely after the facts or occurrences giving rise thereto, but in no case more than within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.

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

4.12 COMPETITIVE SEALED BIDS

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

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

5.1.1.1 Due to the COVID-19 Pandemic, there will be no public Bid opening. However, all Bid results, including an abstract of the amounts of the total amounts of Item Prices for public information and inspection, to the City of Santa Fe website at the following link no later than 5 p.m. on the day the Bid is due:

https://www.santafenm.gov/Bid_tabulations

The City of Santa Fe shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City of Santa Fe's best interest.

5.2 BID EVALUATION AND AWARD

- 5.2.1 It is the intent of the City of Santa Fe to award a Contract to the responsible Bidder submitting the lowest option base Bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.
- 5.2.2 This Agreement is established as a source and convenience of the City. Multiple awards may be made in the best interest of the City. It is the responsibility of the Requesting Department to utilize this Agreement to the best interests of the City.
- 5.2.3 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the City of Santa Fe after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

5.4 IDENTICAL BIDS

- 5.4.1 When two or more of the Bids submitted are identical in price and are the low Bid, the City Purchasing Agent or the City of Santa Fe may:
 - (A) Award pursuant to the identical low Bid provisions of the City Purchasing Manual;
 - (B) Not applicable to this project.
 - (C) Not applicable to this project.
 - (D) Award by lottery to one of the identical low Bidders;
 - (E) Make multiple awards if it is in the best interest of the City, or
 - (F) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

5.5 CANCELLATION OF AWARD

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

6.0 POST-BID INFORMATION

6.1 RETURN OF BID SECURITY

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

6.2 NOTICE TO PROCEED

The City of Santa Fe will issue a written Notice to Proceed to the Contractor stipulating the Contract Time start date Substantial Completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by Change Order.

6.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under Contract.

6.4 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.5 CONTRACT BONDS REQUIREMENTS

6.5.1 The successful Bidder, where the Contract Price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall

be a company licensed to do business in the State of New Mexico and acceptable to the City of Santa Fe.

6.6 INSURANCE REQUIREMENTS

- 6.6.1 The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.
- 6.6.2 The insurance shall be in limits not less than those stated in the enclosed Agreement Forms. The insurance limits may be greater if required by law.
- 6.6.3 The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk. For more specific insurance requirements refer to the enclosed Agreement Forms.
- 6.6.4 All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.
- 6.6.5 A valid certificate of insurance must be submitted to the City of Santa Fe prior to routing the final Agreement Between City of Santa Fe and Contractor for City approval.

7.0 MINIMUM WAGE RATES

- 7.1 Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars (\$60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project / WO.
- 7.2 The Bidder shall ensure that, in submitting a Bid for any WO in excess of \$60,000, the minimum wage rate determination, include herein, has been utilized in preparation of the Bid.
- 7.3 A summary of the City of Santa Fe Ordinance No. 2002-13, § 1 (Living Wage) was passed by the Santa Fe City Council in 2002 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.

8.0 OTHER INSTRUCTIONS TO BIDDERS

- 8.1 Before submitting a Bid, each Bidder shall, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents.
- 8.2 It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) such permits or licenses required to carry out the construction.

9.0 NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS CONTRACTOR AND SUBCONTRACTOR REGISTRATION

- 9.1 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. 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.

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PROCUREMENT SCOPE (00 2400)

(00 2413) SCOPE OF BIDS

The City of Santa Fe wishes to establish a price agreement contract for the Santa Fe Municipal Airport Runway 02 Runway Safety Area (RSA) Grading Improvements. This procurement will be based on unit price basis.

The Scope of Bids further defined in the unit price Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

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

(00 2414) TERM

Construction shall be completed one hundred twenty (120) calendar days following the notice to proceed.

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SPECIAL PROVISIONS

The following provisions are hereby made a part of the Contract Documents:

1. **SCOPE**: The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Plans and as specified in the Contract Documents and Technical Specifications.
2. **SCHEDULE**: The Contractor shall schedule his work in such a manner as to allow the airport to operate with minimal closures of runways and taxiways. A construction phasing plan has been presented in the construction drawings and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.
3. **LOCATION**: All of the proposed improvements are located at the Santa Fe Regional Airport .
4. **TEMPORARY UTILITIES**: The Contractor shall make his own arrangements for sanitary facilities, water, electric power, etc., as may be required for the construction activities or to comply with applicable safety laws and regulations.

No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

5. **REMOVAL AND DISPOSAL OF SURPLUS MATERIALS**: Surplus earth and organic matter shall be disposed of as indicated in the Plans or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.

Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.

No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered. All millings and other salvageable materials are the property of the Santa Fe Regional Airport and shall not be removed from Airport property without permission of the Airport Manager.

6. ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS:

- a. Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when outside the immediate limits of construction. No construction traffic will be permitted on or across any operational runway, taxiway, or parking apron except as specifically provided.
- b. Before beginning any work or scheduling work involving men or equipment crossing active runways or taxiways, the Contractor shall clear with the Airport Manager. The Contractor shall have a radio equipped vehicle on the site capable of receiving and transmitting on the airport ground control frequency (121.7 MHZ) and tower control frequency (119.500 MHZ). When any vehicles are to cross any active taxiway or runway, the Contractor shall have flagmen stationed to stop all traffic as required to permit uninterrupted passage of aircraft. The Contractor shall make arrangements for traffic control communication with the flagmen at each active taxiway or runway crossing. The Contractor shall keep on hand at each crossing suitable powered sweeping equipment and shall keep the entire paved area of such crossings completely free of all construction litter and debris.
- c. No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

7. AIRPORT OPERATION DURING CONSTRUCTION: All operations shall be conducted in full conformity with Federal Aviation Administration traffic and safety regulations within the airport property and in conformity with applicable laws and regulations outside the airport boundaries. Safety infractions regarding air traffic will result in immediate shutdown of the work until remedied.

FAA Advisory Circular No. 150/5370-2G, Operational Safety on Airports with Emphasis on Safety During Construction (bound herein immediately following the Special Provisions) are hereby made a part of the Contract Documents.

No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

**INFORMATION AVAILABLE TO BIDDERS
(00 3000)**

EXISTING CONDITIONS (00 3100)

It is the Contractor's responsibility to verify existing conditions prior to Bidding.

Accessing existing utility infrastructure may require special coordination. The Contractor shall verify accessibility and take into consideration the access strategy as part of the offer. Contractor shall notify 811 before beginning any work.

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BID FORMS
(00 4100)

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No: BID 21/38/B

Project: Santa Fe Regional Airport –
Runway 02 Runway Safety Area
Grading

Date of Issuance of Invitation to Bid: May 31, 2021

This Bid is submitted **electronically** to: PURCHASING DIVISION
CITY OF SANTA FE
<https://www.purchasing@santafenm.gov>

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

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- C. The Bidder has carefully studied all reports and Drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and Drawings upon which the Bidder is entitled to rely.
- D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
- E. The Bidder has given the City of Santa Fe's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the City of Santa Fe's Representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Date.
- F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City of Santa Fe. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the Bidding.
- G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
1	C-105	Mobilization, Complete.	LS	1	\$	\$
UNIT PRICE IN WRITING:						
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete.	LS	1	\$	\$
UNIT PRICE IN WRITING:						
3	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.	LS	1	\$	\$
UNIT PRICE IN WRITING:						
4	P-151	Clearing and Grubbing.	AC	25	\$	\$
UNIT PRICE IN WRITING:						
5	P-152	Unclassified Excavation.	CY	35,000	\$	\$
UNIT PRICE IN WRITING:						
6	P-152	Borrow.	CY	1,000	\$	\$
UNIT PRICE IN WRITING:						
7	T-901	Seeding with Hydromulch.	AC	25	\$	\$
UNIT PRICE IN WRITING:						
8		36" Culvert Pipe, Complete in Place (CIP).	LF	75	\$	\$
UNIT PRICE IN WRITING:						
9		36" Culvert End Section, CIP.	EA	2	\$	\$
UNIT PRICE IN WRITING:						
10		Power Supply Cable, Cut, Splice and Relocate Pullbox, CIP.	LS	1	\$	\$
UNIT PRICE IN WRITING:						
11	GP's	Construction Staking, Complete.	LS	1	\$	\$
UNIT PRICE IN WRITING:						
12	C-100	Contractor Quality Control Testing, Complete.	LS	1	\$	\$
UNIT PRICE IN WRITING:						

	Subtotal:	\$ _____
	Subtotal:	\$ _____
New Mexico Gross Receipts Tax (NMGR) @ 8.4375%:		\$ _____
	Total Base Bid:	\$ _____
	PNM Allowance:	\$ <u>25,000.00</u>
Total Base Bid, including NMGR and Allowances		\$ _____

Base Bid – Contractor shall be chosen based on the total of all Bid Items Item Price, as Bid, exclusive of Gross Receipts Tax:

_____ (\$ _____)
(use words)

4. The Bidder agrees that:
 - A. All work to be performed under this contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed within one hundred twenty (120) calendars following the notice to proceed.
 - B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City of Santa Fe the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
 - C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the Bidding.
5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:
 - A. Bid Bond (only for the highest Bid option) (**AIA Document A310 must accompany the Bid.**)
 - B. Agent's Affidavit (**This form must accompany Bid Bond.**)
 - C. Subcontractor Listing Form (**This form must accompany the Bid.**)
 - D. Non-Collusion Affidavit of Prime Bidder (**This form must accompany the Bid.**)
 - E. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
 - F. Certificate of Non-Segregated Facilities (**This form must accompany the Bid.**)

- G. Certificate of Bidder Regarding Equal Employment Opportunity (**This form must accompany the Bid.**)
- H. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
- I. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
- J. Weekly Payroll Form (This form must be provided during Construction.)
- K. Payroll Statement of Compliance (This form must be provided during Construction.)
- L. Certificate of current registration with the NMDWS (**This form must accompany the Bid.**)
- M. Certificate of City of Santa Fe Business Registration (**This form must accompany the Bid.**)
- N. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID (**This form must accompany the Bid.**)
- O. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
- P. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
- Q. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
- R. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
- S. Buy American Certificate (This form must accompany the Bid.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall be deemed non-responsive.

6. The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has _____ has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925 or Executive Order 11114 or Executive Order 11246.

The Bidder has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

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

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business Address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

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

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: _____

Telephone: _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

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

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

NM Resident Preference Number (if applicable): _____ N/A

Bid Submittal shall be electronic as indicated by the Instructions to Bidders (00 2100).

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SUPPLEMENT TO BID FORMS

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Insert Bid Bond Form Page 1 of 2

Insert Bid Bond Form Page 2 of 2

00 4400

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

My Commission expires: _____

Agent's Address: _____

Telephone: _____

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INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

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

A local business is an entity with its Principal office and place of business located in Santa Fe County.

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

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

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LOCAL PREFERENCE CERTIFICATION FORM

ITB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

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

Date Principal Office was established: _____ (Established date must be six (6) months before date of Publication of this RFP or RFB).

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

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

My commission expires _____

Notary Public

SEAL

THIS SECTION NOT APPLICABLE TO THIS PROJECT

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RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

My Commission Expires:

THIS FORM MUST BE
ATTACHED TO BOND

Section 00 4200

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

Approved:

City of Santa Fe’s Representative or Governing Body

(Date)

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SUBCONTRACTOR LISTING

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

Section 00 4300

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

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

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

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Section 00 4500

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

By: _____

Title: _____

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

Notary Public

My Commission expires: _____

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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 _____, 2021.

NOTARY PUBLIC

My Commission Expires:

- A. No proposed Subcontractor shall be disapproved by the City of Santa Fe except for cause.
- B. 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.
- C. 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.
- D. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the City of Santa Fe.

CERTIFICATION OF NONSEGREGATED FACILITIES
Section 00 4600

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

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

By: _____

Title: _____

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

Notary Public

My Commission expires: _____

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**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Section 00 4700

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 whether he has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven (7) calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

-
1. Bidder has participated in a previous Contract or Subcontract subject to the Equal Opportunity Clause. _____ Yes _____ No
 2. Compliance reports were required to be filed in connection with such Contract or Subcontract. _____ Yes _____ No
-

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

Name and Title of Signer (please type)

Signature

Date

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**New Mexico
State Highway and Transportation Department**

**CONTRACT GOAL FOR DISADVANTAGED BUSINESS
IN HIGHWAY CONSTRUCTION**

For the purpose of this contract, a goal of 7.41 percent has been established for Disadvantaged Business (DB'S) Participation.

Type or print legibly.

Item No.(s) of Work Description	Name of Subcontractor/Supplier	Proposed Subcontract Amount

1. Project No. _____
2. Contractor's DB Liaison Officer _____
3. Total Amount Bid \$ _____
4. Contractors DB Participation
Dollar Estimate and Participation: \$ _____ or _____ % of line 3.

*Must equal or exceed established goal indicated above or bid may be rendered non-responsive.

I will abide by the Disadvantaged Business (DB) goal set forth for this project and hereby submit the names of the DB firms that will participate in the project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DB goal and the actual DB participation achieved.

This statement is my assurance that _____ agrees to comply with the requirements of

(name of firm)

49 CFR Part 23, and the City of Santa Fe, New Mexico Disadvantaged Business Assistance Program, and all the requirements contained therein.

Date

Signature of Company Official

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FAA Policy on Contract Clauses under 49 CFR Part 26

A. Required Contract Clauses.

1. Contract Assurance.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

2. Prompt Payment.

The Prime Contractor agrees to pay each Subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the Prime Contractor receives from the Owner. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subcontractors.

B. Other Contract Provisions.

1. Bidders List.

If the recipient's DBE program provides for collecting information for a Bidders list by using a Contract clause, the recipient should devise an appropriate clause and include it in each DOT-assisted Contract. DOT's "Sample DBE Program" interpreting 49 CFR Section 26.11 lists various methods by which a recipient can collect information for a Bidders list. Use of a Contract clause is one such method. Recipients that choose to use another method would not include such a clause in their DOT-assisted contracts.

2. Good Faith Efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids / Proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders / Offerors, including those who qualify as a DBE. A DBE contract goal of 7.41 percent has been established for this Contract. The Bidder / Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the Contract goal for DBE participation in the performance of this Contract.

The Bidder / Offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Contract; (2) a description of the Work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the Bidder / Offeror's commitment to use a DBE Subcontractor whose participation it submits to meet the Contract goal; (5) written confirmation from the DBE that it is participating in the Contract as provided in the commitment made under (4); and (6) if the Contract goal is not met, evidence of good faith efforts.

Items 1 through 3 above shall be submitted with the Bid. Items 4 through 6 may be required prior to a notice of award.

DBE participation in this contract may be in form of a Prime Contract, Subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Bidder / Offeror has satisfied the requirements of the Bid Specification in the following manner (please check the appropriate space):

_____ The Bidder / Offeror is committed to a minimum of , % DBE utilization on this Contract.

_____ The Bidder / Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _% DBE utilization on this Contract and submits documentation demonstrating good faith efforts.

Name of Bidder / Offeror's firm: _____

State Registration No.: _____

By: _____
(Signature) Title

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Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of Work to be performed by DBE firm: _____

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

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REQUIRED CONTRACT PROVISION REGARDING BUY AMERICAN

The following contract provision shall be included in **all** construction contracts, unless an exception, as provided in the Act, had been granted:

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States, or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

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CERTIFICATION OF BIDDER REGARDING BUY AMERICAN REQUIREMENTS

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder or offeror must submit the appropriate Buy America certification (below) with all Bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

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Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Signature

Date

Title

Company Name

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Signature

Date

Title

Company Name

STATEMENT OF INTENT TO PAY PREVAILING WAGES (00 4545)

To Be Completed Before Construction Starts

**ALL FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN THREE (3)
DAYS OF THE AWARD**

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

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that Contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) and Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

Contractor's Signature

Date

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INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES (00 4545.1)

GENERAL CONTRACTOR

1. Enter General Contractor information and provide signature.
2. Enter State Wage Decision Number as listed in Bid Documents.
(Example: BE-13-0123B)
3. Enter project title as listed in Bid Documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start and completion dates of project.
6. Enter General Contractor's Contract Amount.
7. All statements must be sent to the Contracting Agency.

SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information as indicated and provide signature.
3. Enter Subcontractor's Contract Amount.

Note: A separate signed form is needed for each Contractor.

2ND TIER SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information, but Subcontractor signature not needed.
3. Enter 2nd Tier Subcontractor information and provide signature.
4. Enter 2nd Tier Subcontractor's Contract Amount.

3rd TIER SUBCONTRACTOR

1. Attached a copy of this completed form and list the 3rd Tier Subcontractor information under the 2nd Tier Subcontractor.

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**NMDWS WAGE DECISION, PUBLIC WORKS PROJECT
REQUIREMENTS & MINIMUM WAGE RATES SCHEDULE(S) (00
4545.2)**

1.0 WAGE RATES

This project will be subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978; unless a project will be put under Work Order for a value of \$59,999.99 or less and a Bid Bond would not be required for that project. Most projects will be submitted to the State for Wage Rates. The Wage Rates will follow the current “Type “A” – Street, Highway & Light Engineering” schedule.

A copy of a recent Type “A” – Street, Highway & Light Engineering decision is attached on the next page only as information for Contractor information.

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

(New Mexico State Labor & Industrial Commission Wage Rate Decision WGD & the current
City of Santa Fe Minimum Wage Ordinance Following This Sheet)

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Insert Federal Wage Rates Page 4 of 5

Insert Federal Wage Rates Page 5 of 5

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CITY LIVING WAGE ORDINANCE AND POSTERS (00 4545.3)

28-1 LIVING WAGE.

28-1.1 Short Title.

This section may be cited as the “Living Wage Ordinance”. (Ord. #2002-13, §1)

28-1.2 Legislative Findings.

The governing body of the city has determined that:

A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

B. Many Santa Fe workers earn wages insufficient to support themselves and their families;

C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households’ most basic needs;

D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a “living wage”, adequate to meet the basic needs of living in Santa Fe;

J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents (\$10.50) per hour or less.

L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses. (Ord. #2002-13, §2; Ord. #2003-8, §1; Ord. #2007-43, §1)

28-1.3 Authority of the City of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by §3-17-1 et seq. and §3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§6(D) and 6 (E) and the Municipal Charter Act §3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its “Santa Fe Municipal Charter”. (Ord. #2002-13, §3; Ord. #2003-8, §2)

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe. (Ord. #2002-13, §4; Ord. #2003-8, §3)

28-1.5 Minimum Wage Payment Requirements.

A. The following shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000.); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000.) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the City of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe Opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents (\$8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents (\$9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. For workers who customarily receive more than one hundred dollars (\$100.) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted

D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009. (Ord. No. 2002-13, §5; Ord. #2003-8, §4; Ord. #2005-40; Ord. #2007-43, §2)

28-1.6 Prohibitions Against Retaliation and Circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property. (Ord. #2002-13, §6; Ord. #2003-8, §5)

28-1.7 Reserved.

Editor's Note: Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 Enforcement; Remedies.

A. *Administrative Enforcement.* The city manager, or his / her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law. (Ord. #2002-13, §8; Ord. #2003-8, §6)

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19. (Ord. #2002-13, §9)

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section. (Ord. #2002-13, §10; Ord. #2003-8, §7)

28-1.11 Notice; Posting; and Publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration. (Ord. #2003-8, §8)

28-1.12 Living Wage Review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community. (Ord. #2003-8, §9)



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.32 PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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

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



City of Santa Fe Living Wage Ordinance

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2021
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE

\$12.32 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares (\$25,000) para la duración de la beca de ciudad o de subvención;
- Empresas requieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin ☐ ☐ de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en
<http://www.santafenm.gov>
(haga clic en Hot Topics/Living Wage)

AFFIDAVIT OF WAGES PAID (00 4545.4)

AFFIDAVIT OF WAGES PAID
To Be Completed After Construction Is Complete
ALL FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY

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

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that Contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.). (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) and Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

Contractor's Signature

Date

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INSTRUCTIONS FOR COMPLETING AFFIDAVIT OF WAGES PAID

GENERAL CONTRACTOR

1. Enter General Contractor information and provide signature.
2. Enter State Wage Decision Number as listed in Bid Documents.
(Example: SF-21-0620-A)
3. Enter project title as listed in Bid Documents.
4. Enter project physical address - exact location of project (job site).
5. Enter completion dates of project.
6. All Affidavits' must be sent to the Contracting Agency.

SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information as indicated and provide signature.
3. Enter Subcontractor's completion date.

Note: A separate signed form is needed for each Contractor.

2nd, 3rd, etc. TIER SUBCONTRACTOR

1. Enter General Contractor information, but General Contractor signature not needed.
2. Enter Subcontractor information, but Subcontractor signature not needed.
3. Enter 2nd Tier Subcontractor information and provide signature.
4. Enter 2nd Tier Subcontractor's completion date.

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WEEKLY PAYROLL FORM (00 4545.5)

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WEEKLY PAYROLL

Revised Feb/2014

General Contractor Name:				Subcontractor Name:											
Address:				Phone:				Address:				Phone:			
Payroll No.	Week Ending	Payroll Pmt. Date	Project Name				Project Location:				Wage Decision No.				
		DAY AND DATE													
Employee Name	Work Classification											Deductions			
& Address															
		HOURS WORKED				TOTAL FOR PERIOD	Hourly Rate	Hfty. Rate Pd. in Fringe Benefits	Subsistence Pay	Gross Amt. Earned this Payroll	Gross Amt. All Projects	With - holding	State Tax	Other: Union Dues	Net Amt. Pd.
		OT													
		S													
		OT													
		S													
		OT													
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PAYROLL STATEMENT OF COMPLIANCE (00 4545.6)

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PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No. : _____

I, _____ do hereby state:
 (Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: _____
 (Contractor or Subcontractor)

on the _____
 (Name of Project)

that during the payroll period commencing on the _____ day of _____, 20__ and ending the
 _____ day of _____, 20__, all persons employed on said project have been paid the full weekly
 wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said
 _____ from the full weekly wages earned by any

(Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum
 Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and
 complete; that the wage rates for laborer or mechanic conform with the work he performed.
- (3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program
 registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept.
 of Labor, or properly enrolled in a bona fide training program approved for application on public works construction
 projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable
 federal regulation.

(4) FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)

- ___(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates
 paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as
 listed in the contract have been or will be made to appropriate program for the benefit of such employees.

If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:

Name of Program Used for Fringe Benefits:				
Pension =	Health/Welfare =	Holiday/Vac. =	Life Ins. =	Training* =
<small>(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)</small>				

FRINGE BENEFITS:

1. Pension
2. Health/Welfare
3. Holiday/Vacation
4. Life Insurance
5. Training (not Apprenticeship) *

FRINGE BREAKDOWN SAMPLE:

Fringe Benefit:	Amount:
401(K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

- ___(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/
 or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.
- ___(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as
 indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus
 the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to
 approved apprentice & training programs in New Mexico in which the employer is a participant to the public
 works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division
 of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same
 amount as apprentice and training contributions required pursuant to wage rate determinations made by the
 Labor & Industrial Division Director.

APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank)

___ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

___ Check paid to: _____
 (Name & address of approved Apprenticeship & Training Program) (Program No.)

Print Name of Certifying Official: _____ Signature of Certifying Official: _____ Title & Phone No.: _____ Date: _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or
 criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Revised April/2008

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AGREEMENT FORMS
(00 5200)

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CITY OF SANTA FE

CONSTRUCTION / ENGINEERING CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, 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:
Runway 02 Runway Safety Area (RSA) Grading Improvements to include approximately 50,000 cubic yards of excavation and embankment and cable cut / splice of a primary power feed to the Glide Slope Antenna.
- B. Performance Measures.
Contractor shall substantially perform the following Performance Measures:
 - 1. Specifications dictate minimum requirements for project acceptance.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on page 295.

2. Compensation.

- A. The City shall pay to the Contractor in full payment for services satisfactorily Performed. 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 (30) 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 (30) 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 terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no Contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

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 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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employer's liability: \$100,000.
- B. 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.
- C. 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:

To the City: _____

Name: _____

Address: _____

E-mail: _____

To the Contractor: _____

Name: _____

Address: _____

E-mail: _____

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
CITY MAYOR

NAME

TITLE

DATE: _____

DATE: _____

CRS#: _____

Registration #: _____

ATTEST:

Yolanda Y. Vigil
CITY CLERK

APPROVED AS TO FORM FOR REQUEST FOR PROPOSALS ONLY:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy
FINANCE DIRECTOR

Business Unit Line Item

**CONSTRUCTION BONDS, CERTIFICATES AND
NOTICES (00 6100 – 00 6200)**

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PERFORMANCE BOND

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Insert Performance Bond Form Page 4 of 4

PAYMENT BOND

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Insert Payment Bond Form Page 1 of 4

Insert Payment Bond Form Page 2 of 4

Insert Payment Bond Form Page 3 of 4

Insert Payment Bond Form Page 4 of 4

CERTIFICATE OF LIABILITY INSURANCE (00 6216)

(Project-specific Certificate of General Liability Insurance: Provide for inclusion with Recommendation for Award.)

WORKERS' COMPENSATION INSURANCE (00 6217)

(Provide project-specific Workers' Compensation Insurance Provide for inclusion with Recommendation for Award.)

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City of Santa Fe



OFFICIAL NOTICE-OF-AWARD

Month Day, Year

Mr./Mrs./Ms. Name of Contract Signatory
Contractor Address
City, State ZIP Code
Telephone Number

CIP Project #TBDProject Title

Dear Mr. Contract Signatory,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Agreement Between City of Santa Fe and Contactor for the above referenced project. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail along with a Purchase Order.

The City of Santa Fe Governing Body, at their meeting of Month Day, Year, approved the Contract with Contractor Name in the amount of TBD dollars and TBD cents (\$TBD), inclusive of New Mexico Gross Receipts Tax, for the above referenced project.

The "Contract" sum is determined as follows:

Base Bid:	\$TBD
Alternate (TBD):	\$TBD
Surety:	\$TBD
NMGRT:	<u>\$TBD</u>

Contract Amount: \$TBD

Please submit the following required documents and information within ten (10) days of the receipt of this notice:

1. The required Bonds including:

a) Sealed original "Performance Bond" equal to one hundred percent (100%) of the "Contract" amount.

b) Sealed original "Labor and Materials Bond" or "Payment Bond" equal to one-hundred percent (100%) of the "Contract" amount.

..

2. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work.
3. A list signed by all Subcontractors proposed for the principal portions of the work. (SeeNMDWS requirements.)
4. Completed NMDWS Statement of Intent to Pay Prevailing Wages form(s) (within 10 days afterreceiving the NMDWS NOA).
5. Comprehensive Project Schedule based on the TBD calendar day Substantial Completion deadline. This Schedule will subject to review and modification by the City dependent upon the contract administrative approvals and recording timeline and the Purchase Order approvaltimeline after City Council approval.
6. A list and justifications for any items that cannot be provided within the "Contract" time. Ifaccepted by the City of Santa Fe, these items will not be required to achieve substantial completion,but must be completed within an extended deadline established by the Contractor at this time.

Failure to comply with these conditions within the specified time, will entitle the City to consider the Agreement abandoned, and to annul this "Notice of Award".

A Purchase Order will be issued to you with the Official Notice-to-Proceed to follow as soon as possible.Please reference this PO number on future correspondence and invoices.

Congratulations! We look forward to working with your company on this essential project!

Project Administrator Name
City of Santa Fe, Public Utilities Dept.
Water Division Project Administrator
(505) 955-TBD
TBD@santafenm.gov

xc: Public Utilities Department
DirectorWater Division Director
Chief Procurement Officer
TBD Project Sponsor Department DirectorsTBD Stakeholders

City of Santa Fe



OFFICIAL NOTICE-OF-PROCEED

Month Day, Year

Mr./Mrs./Ms. Name of Contract Signatory
Contractor Address
City, State ZIP
CodeTelephone
Number

CIP Project #TBDProject Title

Dear Mr. Contract Signatory,

On ??/??/20?? the City Council approved the scope of services authorized under the Agreement Between City of Santa Fe and Contactor for the above referenced project. This letter shall serve as official Notice-to-Proceed with the scope of services described in the contract. The contract sum of TBD dollars and TBD cents (\$TBD) inclusive of New Mexico Gross Receipts Tax is based on the Contractor's Bid dated ??/??/20??. A purchase order in that amount is attached along with the recorded contract.

Based on the date of issuance of this Notice, the services start date of ??/??/20??, and the (TBD) calendar day time limit, the entire work under this Contract shall be Substantially Completed by ??/??/20??, after which time liquidated damages as outlined in the contract will apply, unless time extensions are approved by change order.

Please acknowledge receipt of this notice on the next page and return a signed copy to the Owner, City of Santa Fe, Water Division, 801 W. San Mateo Rd, Santa Fe, NM 87505, Attention: Project Administrator Name or e- mail to TBD@santafenm.gov.

We look forward to working with your company on this vital project!

Sincerely,

Project Administrator

Facilities Division Director

NOA: CIP Project #TBD
Contractor Name, Project
NameMonth Day, Year
Page 2

Attachments: Recorded ABOC, Purchase Order

RECEIPT ACKNOWLEDGED:

By: _____
Date: _____

xc: Public Utilities
Department DirectorWater
Division Director
Chief Procurement Officer
TBD Project Sponsor Department DirectorsTBD
Stakeholders

GENERAL CONDITIONS OF THE CONTRACT

(SECTION 00700)

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NOTICE

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

DOCUMENT - SECTION 00710

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

TABLE OF ARTICLES

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

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ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

1.1.2 THE CONTRACT

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

1.1.3 THE WORK

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

1.1.4 THE PROJECT

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

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1 No fewer than five (5) copies of the Contract Documents shall be signed by the City of Santa Fe and the Contractor. If either the City of Santa Fe or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the City of Santa Fe's Representative shall identify such Documents.
- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.
- 1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

ARTICLE 2

ENGINEER

2.1 DEFINITION

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

2.2 ADMINISTRATION OF CONTRACT – SANTA FE WATER DIVISION

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

- 2.2.2 The Engineer will be the City of Santa Fe's representative during construction and until final payment is due. The Engineer will advise and consult with the City of Santa Fe. The City of Santa Fe's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have the authority to act on behalf of the City of Santa Fe only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.
- 2.2.3 The Engineer shall submit to the City of Santa Fe, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contractor (Paragraph 4.10.1). The Engineer and his staff (including the on-site representative, if agreed upon) shall make at least three (3) weekly visits to the site at those critical points and at other times as the Engineer deems appropriate during the progress of the Work. Additionally, the Engineer shall familiarize himself with the progress and quality of the Work and determine if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as an Engineer, he shall guard the City of Santa Fe against defects and deficiencies in the construction. Should the Engineer determine that any portion of the Work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the City of Santa Fe of the non-compliance and the nature of the Work required to correct such non-compliance. The Engineer shall recommend to the City of Santa Fe, in writing, to issue a "stop work order" for any portion of the Work that does not substantially comply with the intent of the Contract Documents, except as follows.
- 2.2.4 The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Engineer shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer shall reject work which does not meet or exceed the standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.
- 2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.
- 2.2.7 The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the City of Santa Fe and the

Contractor.

- 2.2.8 The Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.
- 2.2.9 Claims, disputes, and other matters in question between the Contractor and the City of Santa Fe relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Engineer for decision which he will render in writing within a reasonable time.
- 2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the City of Santa Fe and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- 2.2.11 The Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.12 The Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.6.2 whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.
- 2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the time is a component.
- 2.2.14 The Engineer will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.

- 2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion will receive and forward to the City of Santa Fe for the City of Santa Fe's review of written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of payment upon compliance with the requirements of Paragraph 9.9
- 2.2.16 If the City of Santa Fe and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 2.2.17 The duties, responsibilities and limitations of authority of the Engineer as the City of Santa Fe's representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the City of Santa Fe, the Contractor and the Engineer.
- 2.2.18 In case of the termination of the employment of the Engineer, the City of Santa Fe shall appoint an Engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

OWNER

3.1 DEFINITION

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

3.2 INFORMATION AND SERVICES REQUIRED OF THE CITY OF SANTA FE

- 3.2.1 The City of Santa Fe shall, at the request of the Contractor, at the time of execution of the City of Santa Fe-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the City of Santa Fe-Contractor Agreement or to commence the work.
- 3.2.2 The City of Santa Fe shall furnish all surveys describing the physical characteristics for the site for the Project.

- 3.2.3 Except as provided in Subparagraph 4.7.1, the City of Santa Fe shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.4 Information or services under the City of Santa Fe's control shall be furnished by the City of Santa Fe with reasonable promptness to avoid delay in the orderly progress of the work.
- 3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.
- 3.2.6 The City of Santa Fe shall forward all instructions to the Contractor through the City of Santa Fe's Representative.
- 3.2.7 The foregoing is in addition to other duties and responsibilities of the City of Santa Fe enumerated herein and especially those in respect to work by City of Santa Fe or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 CITY OF SANTA FE'S RIGHT TO STOP THE WORK

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

3.4 CITY OF SANTA FE'S RIGHT TO CARRY OUT THE WORK

- 3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City of Santa Fe to commence and continue correction of such default or neglect with diligence and promptness, the City of Santa Fe may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the City of Santa Fe's Representative's additional services made necessary by such default, neglect or failure. Such action by the City of Santa Fe and the amount charged to the Contractor are both subject

to the prior approval of the City of Santa Fe's Representative. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City of Santa Fe.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

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

4.2 REVIEW OF CONTRACT DOCUMENTS

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

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

4.3.2 The Contractor shall be responsible to the City of Santa Fe for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.

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

4.4 LABOR AND MATERIALS

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

4.5 WARRANTY

- 4.5.1 The Contractor warrants to the City of Santa Fe and City of Santa Fe's Representative that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements. Substitutions not properly approved and authorized, may be considered defective. If required by the City of Santa Fe's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.
- 4.5.2 The Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of one (1) year from the date of completion as evidenced by the date of the City of Santa Fe's Representative's Final Certificate of Payment of this Contract. This also includes all labor required for replacing materials or equipment found to be defective within the one (1) year period. All guarantees for a longer period of time required by the Work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the City of Santa Fe's Representative and are hereby warranted by the Contractor as much as if countersigned by him.
- 4.5.3 The Contractor shall and hereby does warrant and guarantee all asphalt and concrete installed for roadway and trail paving, curb and gutter, including all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of two (2) years from the date of completion as evidenced by the date of the City of Santa Fe's Representative's Final Certificate of Payment of this Contract. This also includes all labor required for replacing roadway and trail paving, curb and gutter found to be defective within the two (2) year period. All guarantees for a longer period of time required by the Work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the City of Santa Fe's Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.6 TAXES

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

4.7 PERMITS, FEES AND NOTICES

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

4.8 ALLOWANCES

- 4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the City of Santa Fe may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.
- 4.8.2 Unless otherwise provided in the Contract Documents:
 - A. These allowances shall cover the cost to the Contractor, less any applicable trade discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

- B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;
- C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

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

4.10 PROGRESS SCHEDULES

- 4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule describing his operations for the one-hundred-eighty (180) day Contract period. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the Contractor intends to commence and complete the various work stages, operations, and Contract means planned to be started during the one-hundred-eighty (180) day Contract period.
- 4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the City of Santa Fe's Representative, within five (5) days after the effective date of Notice to Proceed, traffic control plans prepared by a qualified individual for this project.
- 4.10.3 The graphic network diagram shall consist of an arrow diagram or a geometric figure and connector diagram which clearly depicts the major subdivisions of the work, the order and interdependencies of activities planned by the Contractor, as well as, activities by others which affect the Contractor's planning. The intended time for starting and completing each activity shall be shown for each construction operation. For those activities lasting more than thirty (30) days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.

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

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

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

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

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

4.11 DOCUMENTS AND SAMPLES AT THE SITE

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

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.12.1 Shop Drawings are Drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- 4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.
- 4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of the City of Santa Fe or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
- 4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- 4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City of Santa Fe's Representative's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the City of Santa Fe's Representative in writing of such deviation at the time of submission and the City of Santa Fe's Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the City of Santa Fe's Representative's approval thereof.
- 4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the City of Santa Fe's Representative on previous submittals.
- 4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the City of Santa Fe's Representative as provided in Subparagraph 2.2.13. All such portions of the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

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

4.14 CUTTING AND PATCHING OF WORK

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

4.15 CLEANING UP

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up at the completion of the work, the City of Santa Fe may do so as provided in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.
- 4.15.3 The Contractor shall be solely responsible for performance of the following clean up:
- A. Debris: Regardless of the nature of the debris, it shall be immediately cleared from the Work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.
 - B. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.
 - C. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors, furnishings and structures at completion.
 - D. Removal of all Spots, Soils, and Other Contaminants for Paved Surfaces: The Contractor shall remove all spots, soil and debris from all paved surfaces and shall wash the same upon completion.
 - E. Temporary Stockpiling of excavated material: There may be areas where the Contractor can temporarily stockpile material during the Work day, but it shall be removed before the end of work, and all residents shall have access to their property at all times. Contractor shall verify proposed location(s) with the On-Site supervisor before utilizing any temporary stockpile location(s).
 - F. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

4.16 COMMUNICATIONS

- 4.16.1 The Contractor shall forward all communications to the City of Santa Fe through the City of Santa Fe's Representative.

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

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

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

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

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

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

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

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

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

5.3 SUBCONTRACTUAL RELATION

- 5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the City of Santa Fe and the

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

ARTICLE 6

WORK BY CITY OF SANTA FE OR BY SEPARATE CONTRACTORS

6.1 CITY OF SANTA FE'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

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

6.2 MUTUAL RESPONSIBILITY

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

6.3 CITY OF SANTA FE'S RIGHT TO CLEAN UP

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 WRITTEN NOTICE

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

7.3 CLAIMS FOR DAMAGES

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

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

7.5 RIGHTS AND REMEDIES

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

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

7.6 TESTS

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

7.7 INTEREST

- 7.7.1 The City of Santa Fe will not pay interest on payments due and unpaid under the Contract Documents.

ARTICLE 8

TIME

8.1 DEFINITIONS

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

8.2 PROGRESS AND COMPLETION

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

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City of Santa Fe or the City of Santa Fe's Representative or by any employees of either, or by any separate Contractor employed by the City of Santa Fe or by changes ordered in the work, or by labor disputes, fire, unusual delay in unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the City of Santa Fe pending arbitration, or by any other cause which the City of Santa Fe's Representative determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City of Santa Fe's Representative may determine.
- 8.3.2 Any claim for extension of time shall be made in writing to the City of Santa Fe's Representative not more than twenty (20) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one

claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

8.3.3 If written agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City of Santa Fe-Contractor Agreement, the Contractor shall submit to the City of Santa Fe's Representative an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the City of Santa Fe or the City of Santa Fe's Representative may require and reflecting retainage, if any, as provided elsewhere in the Contract Documents. On the City of Santa Fe's Representative's recommendation, and after the Project is 50% or more complete, and if the Project is on schedule, the retainage may be reduced with the approval of the City of Santa Fe. The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the City of Santa Fe's Representative and the City of Santa Fe.

- 9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site; and, if approved in advance by the City of Santa Fe payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City of Santa Fe to establish the City of Santa Fe's title to such materials or equipment or otherwise protect the City of Santa Fe's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.
- 9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the City of Santa Fe either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The City of Santa Fe's Representative will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the City of Santa Fe with a copy to the Contractor for such amount as the City of Santa Fe's Representative determines is properly due, or notify the Contractor in writing of his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.
- 9.4.2 The issuance of Certificate for Payment will constitute a representation by the City of Santa Fe's Representative to the City of Santa Fe, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City of Santa Fe's Representative shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any

examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

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

9.6 PAYMENT WITHHELD

- 9.6.1 The City of Santa Fe's Representative may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the City of Santa Fe, if in his opinion he is unable to make representations to the City of Santa Fe as provided in Subparagraph 9.4.2.
- 9.6.2. If the City of Santa Fe's Representative is unable to make representations to the City of Santa Fe, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and City of Santa Fe's Representative cannot agree on a revised amount, the City of Santa Fe's Representative will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the City of Santa Fe. The City of Santa Fe's Representative may also decline to certify payment, or because of subsequently discovered evidence or

subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the City of Santa Fe from loss because of:

- A) Defective work not remedied;
- B) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- D) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E) Damage to the Work of another Contractor;
- F) Reasonable evidence that the Work will not be completed within the Contract Time; or,
- G) Failure to carry out the Work in accordance with the Contract Documents.

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

9.7 FAILURE OF PAYMENT

9.7.1 If the City of Santa Fe's Representative does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the City of Santa Fe does not pay the Contractor within seven (7) days after the date established in the Contract Documents any amount certified by the City of Santa Fe's Representative, then the Contractor may, upon seven additional days' written notice to the City of Santa Fe and the City of Santa Fe's Representative, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the City of Santa Fe, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the City of Santa Fe's Representative a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor

to complete all work in accordance with the Contract Documents. When the City of Santa Fe's Representative, with the City of Santa Fe, on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion Form, AIA Document G704-1978, which shall establish the Date of Substantial Completion, shall state the responsibilities of the City of Santa Fe and the Contractor for security and maintenance, and the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the City of Santa Fe for their written acceptance of the responsibilities assigned to them in such Certificate.

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

9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City of Santa Fe's Representative will promptly make such inspection and, if he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The City of Santa Fe's Representative's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City of Santa Fe's Representative (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City of Santa Fe or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City of Santa Fe, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the City of Santa Fe. If any Subcontractor refuses to furnish a release or waiver required by the City of Santa Fe the Contractor may furnish a bond satisfactory to the City of Santa Fe to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the

Contractor shall refund to the City of Santa Fe all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- 9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the City of Santa Fe's Representative so confirms, the City of Santa Fe shall, upon application by the Contractor and certification by the City of Santa Fe's Representative and without terminating the Contract, make payment of the balance for that portion of the Work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.4, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City of Santa Fe's Representative prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.9.4 The making of final payment shall constitute a waiver of all claims by the City of Santa Fe except those arising from:
- A) Unsettled liens;
 - B) Faulty or defective work appearing after Substantial Completion;
 - C) Failure of the Work to comply with the requirements of the Contract Documents; and
 - D) Terms of any special warranties required by the Contract Documents.
- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- 9.9.6 **No Final Payment shall be made until Contractor has submitted a full set of accepted "As-Built" documentation and Drawings, manuals and accessory / operation cables.**

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2. SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

10.3 EMERGENCIES

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

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the Work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-Subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than \$25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

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

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

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

11.4 LOSS OF USE INSURANCE

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

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City of Santa Fe's Representative and the Contractor and approved in writing by the City of Santa Fe. A Change Order may be issued only after the execution of the Contract and shall be the only means used to order changes in the Work for which the Contractor

requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the Work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.

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

12.1.3 The cost or credit to the City of Santa Fe resulting from a change in the Work shall be determined in one or more of the following ways:

- A) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B) By unit prices stated in the Contract Documents or subsequently agreed upon;
- C) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D) By the method provided in Subparagraph 12.1.4.

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

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

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

- A) Material quantities and unit costs;
- B) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
- C) Costs inherent in use of Contractor / Sub-Subcontractor owned equipment;
- D) Equipment rental, if any;
- E) Workmen's compensation and public liability insurance;
- F) General administration, overhead, supervision, project insurance and profit, based on the following schedule:

<u>Subtotal before Applying the Percentage Shown</u>	
<u>\$500 & Less</u>	<u>Over \$500</u>

Contractor for work performed by his own forces	
22%	19%

Contractor for work performed by Subcontractor	
10%	8%

Subcontractor for work performed by his own forces	
18%	15%

Subcontractor for work performed by Sub-Subcontractor	
10%	8%

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

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

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

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon verified claim by either party made within twenty (20) days after the first observance of the conditions.

12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City of Santa Fe's Representative written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the City of Santa Fe authorizes an increase in the Contract Sum, the City of Santa Fe and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the City of Santa Fe and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City of Santa Fe's Representative. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

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

12.3 MINOR CHANGES IN THE WORK

12.3.1 The City of Santa Fe's Representative will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City of

Santa Fe and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

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

13.1.2 If any portion of the Work has been covered which the City of Santa Fe's Representative has not specifically requested to observe prior to being covered, the City of Santa Fe's Representative may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City of Santa Fe. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City of Santa Fe or a separate Contractor as provided in Article 6, in which case the City of Santa Fe shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

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

13.2.2 If, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the City of Santa Fe of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City of Santa Fe to do so unless the City of Santa Fe has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The City of Santa Fe shall give such notice promptly after discovery of the condition.

- 13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the City of Santa Fe.
- 13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the City of Santa Fe may correct it in accordance with Paragraph 3.4.
- 13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the City of Santa Fe's Representative, the City of Santa Fe may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the City of Santa Fe may upon ten (10) additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the City of Santa Fe's Representative's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City of Santa Fe.
- 13.2.6 The Contractor shall bear the cost of making good all work of the City of Santa Fe or separate Contractors destroyed or damaged by such correction or removal.
- 13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the Work and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a Contract with the Contractor, or because the City of Santa Fe's Representative has not issued a Certificate for payment as provided in Paragraph 9.7, or because the City of Santa Fe has not made payment thereon as provided in paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City of Santa Fe and the City of Santa Fe's Representative, terminate the Contract and recover from the City of Santa Fe payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY OF SANTA FE

14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the City of Santa Fe, upon certification by the City of Santa Fe's Representative that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all material, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the City of Santa Fe's Representative's additional services made necessary thereby, and any damages sustained by the City of Santa Fe as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City of Santa Fe. The amount to be paid to the Contractor or to

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

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

14.2.4 In the event the Contractor fails to perform the Work in accordance with the Contract Documents, the City of Santa Fe may terminate the Contract after giving the Contractor five (5) working days' notice.

ARTICLE 15

EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows:

15.1.1 The Contractor, all Subcontractors, and all Sub-Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without discrimination during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

ARTICLE 16

MINIMUM WAGE RATES

16.1 The project is not subject to a New Mexico State Wage Rate Decision at the time of

Bidding, but if a project is executed for \$60,000 or more, a Wage Rate Decision will be requested and the Contractor will be required to follow all of its rules and regulations and a Bid Bond will be required for that project. A recent Wage Rate Table is attached for Contractor information only. This project is subject to the City of Santa Fe's Minimum Wage Ordinance which is attached.

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SUPPLEMENTARY CONDITIONS

(SECTION 008000)

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SUPPLEMENTARY CONDITIONS (SECTION 008000)

SUPPLEMENTARY CONDITIONS

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

ADDITIONAL CONDITIONS

- 1.0 DEFINITIONS - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.
 - 1.1 ADDENDUM: Written or graphic instrument issued prior to the execution of the Contract which modifies or interprets the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA
 - 1.2 ADDITIVE OR DEDUCTIVE ALTERNATE BID: Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project Scope or alternate materials and/or methods of construction is accepted.
 - 1.3 BASE BID: Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.
 - 1.4 BID: A complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.
 - 1.5 BID LOT: A major item of work for which a separate quotation or proposal is requested.
 - 1.6 BIDDER: One who submits a Bid for a Prime Contract with the City of Santa Fe, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the City of Santa Fe.
 - 1.7 BIDDING DOCUMENTS: Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample Bidding and Contract Forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the Work consist of the City of Santa Fe-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

- 1.8 DAY: Calendar day, which is every day shown on the calendar, beginning and ending at midnight.
- 1.9 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the City of Santa Fe Purchasing Department.
- 1.10 GOVERNING AUTHORITY: The Governing Authority of the City of Santa Fe for the execution of construction contracts is the Mayor and City Manager.
- 1.11 INVITATION FOR BID: The Bidding Documents utilized for soliciting sealed Bids. "Invitation to Bid" shall have the same meaning as "Invitation for Bid".
- 1.12 OWNER: The City of Santa Fe, New Mexico.
- 1.13 PROCUREMENT OFFICER: The Director of the Purchasing Division, or a designee authorized to enter into or administer contracts and make written determination with respect thereto.
- 1.14 RESPONSIBLE BIDDER: A Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Bidding Documents (13-1-82, NMSA 1978).
- 1.15 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the City of Santa Fe, on the basis of the City of Santa Fe's evaluation, makes an award.
- 1.16 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.
- 1.17 USER: The City of Santa Fe or agencies or designated entity for whose use the Project is being constructed.

2.0 CONTRACT AUDIT

The City of Santa Fe shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or Subcontract other than a firm Fixed-Price Contract to the extent that such books and records relate to the performance of such Contract or Subcontract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract unless a shorter period is otherwise authorized in writing (13-1-161, NMSA 1978).

3.0 DEBARRED OR SUSPENDED CONTRACTORS

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

4.0 BRIBES, GRATUITIES, AND KICK-BACKS

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

5.0 PROTESTS (CITY PURCHASING MANUAL)

- 5.1 Any Contractor who is aggrieved in connection with procurement may protest to the City Purchasing Agent and the City of Santa Fe. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, not more than fifteen (15) calendar days after the facts or occurrences giving rise thereto.
- 5.2 In the event of a timely protest under the City Purchasing Manual, the City Purchasing Agent and the City of Santa Fe shall not proceed further with the procurement unless the City Purchasing Agent or the City of Santa Fe makes a determination that the award of Contract is necessary to protect substantial interests of the City of Santa Fe.
- 5.3 The City Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning procurement.
- 5.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees.

- 5.5 The City Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
- A) State the reasons for the action taken; and,
 - B) Inform the protestant of the right to judicial review of the determination pursuant to the City Purchasing Manual.
- 5.6 A copy of the determination issued under the City Purchasing Manual shall be mailed to the protestant.

6.0 CONTRACT BOND REQUIREMENTS

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

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

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

obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

- 7.2 If the total sum to be paid under the Contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen (14) days after the change (7-1-55B, NMSA 1978).
- 7.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

8.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

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

- 8.2 The identification number is needed to properly complete the approval process of the contract; therefore, so as to cause no delay in the processing, the Contractor must register with the State of New Mexico, Taxation and Revenue Department. For information contact:

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

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

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

- 9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24, NMSA 1978, whereby a Public Works Contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall

contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

10.0 STATE ALLOWANCES

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

11.0 MINIMUM WAGE RATES

- 11.1 This project is not subject to a New Mexico State Wage Rate decision. If a Work Order is executed for \$60,000 or more, a New Mexico State Wage Rate Decision will be requested for that project and the Contractor will follow all applicable rules and regulations pertaining to it and a Bid Bond will be required for that project. This project is subject to the City of Santa Fe’s Minimum Wage Ordinance which is attached.

12.0 FORM OF CHANGE ORDER AND CHANGE ORDER NOTICE TO PROCEED

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

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

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

14.0 CITY OF SANTA FE REQUIREMENTS

- 14.1 The General Contractor shall include in the Bid the cost of all landfill dumping fees; additionally, the Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.
- 14.2 Construction debris and human debris must be cleaned from the site before Contractor leaves site daily.

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

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Insert FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement
Program Projects Pages 1-32

STANDARD SPECIFICATIONS

**FOR
SANTA FE REGIONAL AIRPORT
RUNWAY 02 RSA GRADING
CITY OF SANTA FE**

The FAA Standards for specifying construction of airports, AC150/5370-10H, shall govern construction of this project, except where revised or amended by the documents herein.

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Insert FAA AC 150 5210-5D Pages 1-14

Insert FAA AC 150-5370-2G Pages 1-95