

City of Santa Fe

SANTA FE, NEW MEXICO

Paseo Real Wastewater Treatment Plant Anaerobic Digesters

Client Project Number: CIP #950

Construction Contract Documents

December 2017 - Rev

Issued for Construction

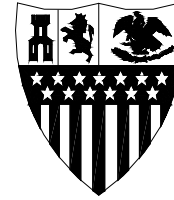
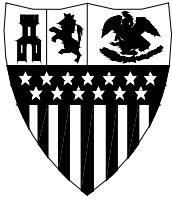
HDR Project No. 10029382



City of Santa Fe, New Mexico

REQUEST FOR BIDS WASTEWATER MANAGEMENT DIVISION ANAEROBIC DIGESTER PROJECT

BID NO. '18/19/B



CONSTRUCTION OF

CIP PROJECT NUMBER 950

WASTEWATER TREATMENT FACILITY
73 PASEO REAL
SANTA FE, NEW MEXICO 87507

BIDS DUE:

2:00 P.M. Thursday, May 24, 2018

AT

**City of Santa Fe Purchasing Office
2651 Siringo Road – Building “H”
Santa Fe, New Mexico 87505**

INDEX

A. BIDDING DOCUMENTS:

Advertisement for Bids	A-1 THRU A-3
Bid Schedule	BS-1
Instructions for Bidders	IB-1 THRU IB-13
Bid	BF-1 THRU BF-7
Bid Bond	BB-1
Non-Collusion Affidavit of Prime Bidder	NA-1
Non-Collusion Affidavit of Subcontractor	NA-2 & NA-3
Certificate of Non-segregated Facilities	NF-1
Certification of Bidder Regarding Equal Employment Opportunity	EEO-1
Certification of Subcontractor Regarding Equal Employment Opportunity	EEO-2
Local Preference Certification Form	LPF-1 THRU LPF-2
Resident Veterans Preference Certification	LPF-3 THRU LPF-4
Subcontractor Listing Form	SL-1
Statement of Bidder's Qualifications	BQ-1 THRU BQ-2
Living Wage Ordinance	LWO-1 THRU LWO-2

B. CONTRACTUAL DOCUMENTS:

Construction Agreement	1 THRU 5
Performance Bond	PB-1 THRU PB -4
Payment Bond	LMB-1 THRU LMB-4

C. SPECIAL PROVISIONS FOR PAYROLL:

Minimum Wage Rates	WR-1
State Wage Rates for Apprentices	WR-2
Wage Rates	WR-3 THRU WR-7

D. GENERAL CONDITIONS & SPECIAL CONDITIONS:

General Conditions	GC-1 THRU GC-16
Special Conditions	SC-1 THRU SC - 4

E. APPENDIX A - REQUIRED INSURANCE

Exhibit A – Insurance	INS-1 THRU INS-5 INS-6
-----------------------	---------------------------

F. SPECIFICATIONS

Standard Specifications	S-1
Special Provisions	S-2 THRU S-8
Supplemental Technical Specifications	STS
Volume I	
Volume II	

G. DRAWINGS AND TABLES

Titled: Paseo Real Wastewater Treatment Plant Anaerobic Digesters Project CIP 950

CITY OF SANTA FE, NEW MEXICO
ADVERTISEMENT FOR BIDS

INVITATION TO BID NO: '18/19/B

SEALED BID FOR: Wastewater Management Division
Paseo Real Wastewater Treatment Plant
Anaerobic Digester Project
CIP #950
City of Santa Fe

PRE-BID CONFERENCE
AND SITE VISIT: April 26, 2018
1:00 P.M.
Wastewater Treatment Plant Conference Room
73 Paseo Real
Santa Fe, NM 87507
(505) 955-4650

TO BE OPENED AT: City of Santa Fe
Purchasing Division
2651 Siringo Road, Bldg.H
Santa Fe, New Mexico 87505
(505) 955-5711

TIME: 2:00 P.M. Local Prevailing Time

DATE: May 24, 2018

ADDRESSED TO: City of Santa Fe
Purchasing Director
City of Santa Fe
2651 Siringo Road Building H
Santa Fe, NM 87505

Bids will be received until the above time, then opened publicly at the Purchasing Office, and read aloud. **BIDS RECEIVED AFTER THE ABOVE TIME WILL BE RETURNED UNOPENED.**

SCOPE OF WORK: The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt.

OBTAINING AND VIEWING CONTRACT DOCUMENTS: Contract Documents may be reviewed at the following plan rooms.

Builders News
3435 Princeton, NE
Albuquerque, NM 87107
(505) 884-1752

Construction Reporter
1609 Second St. NW
Albuquerque, NM 87102
(505) 243-9793

Contract Documents may be viewed and printed from the City of Santa Fe Web Site @ www.santafenm.gov under the heading Business – Bids and RFPs. Contract Documents may be obtained from Academy Reprographics at 8900 N San Mateo Blvd. NE, Albuquerque, New Mexico 87113 (505-821-6666) and the Contractor will be responsible for paying the cost of reproduction.

Bids for the project will be presented in the form of lump sum bid items. The bidder shall bid all items listed. Each bidder must conform to the conditions specified in the section entitled "Instructions For Bidders".

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

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

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

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

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


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

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held on April 26, 2018 at 1:00 PM. at the Wastewater Treatment Plant Conference Room, 73 Paseo Real, Santa Fe, New Mexico. The project is subject to New Mexico State Labor Commission Wage Rates.

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

Please submit questions for this project prior to 2:00 P.M. local prevailing time, May 15, 2018 to Shirley Rodriguez at sarodriguez@santafenm.gov and kagarcia@santafenm.gov. Addenda issued will be posted on www.santafenm.gov.

ATTEST:


Shirley Rodriguez, Purchasing Officer City
of Santa Fe, New Mexico

Received by the New Mexican
on date: 04/10/18

To be published on: 04/13/18

Received by the Albuquerque Journal
on date: 04/10/18

To be published on: 04/13/18

BID SCHEDULE

	<u>DATE</u>
ADVERTISEMENT:	April 13, 2018
ISSUANCE OF BID DOCUMENTS	April 13, 2018
PRE-BID CONFERENCE	April 26, 2018
Time: 1:00 PM	
Location: Wastewater Treatment Plant Conference Room 73 Paseo Real Santa Fe, NM 87507	
BID OPENING:	May 24, 2018
Time: 2:00 pm	
Location: City Purchasing Office 2651 Siringo Road, Bldg H Santa Fe, NM 87505	
RECOMMENDATION OF AWARD CITY PUBLIC UTILITIES COMMITTEE:	June 6, 2018
RECOMMENDATION OF AWARD CITY FINANCE COMMITTEE:	June 18, 2018
RECOMMENDATION OF AWARD CITY COUNCIL:	June 27, 2018
NOTICE OF AWARD:	June 28, 2018
RECEIPT OF BONDS, INSURANCE, DRAFT SCHEDULE:	July 12, 2018
EXECUTED CONTRACT:	July 18, 2018
PRE-CONSTRUCTION MEETING:	July 27, 2018
NOTICE TO PROCEED:	July 27, 2018

INSTRUCTIONS FOR BIDDERS

Bids are requested by City of Santa Fe for the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt in accordance with the drawings, specifications and other contract documents prepared by HDR Engineering, Inc.

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this contract is located in the City of Santa Fe at 73 Paseo Real (Wastewater Treatment Plant). The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified in the construction plans and specifications.
2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids" form attached hereto. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
3. **PLANS AND CONTRACT DOCUMENT DEPOSIT:** Two (2) sets of bidding documents will be furnished to the successful bidder at no charge. Any additional sets requested will be issued to the successful bidder by the City at the cost of reproduction.
4. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in the bidding documents.
5. **EXAMINATION OF BIDDING DOCUMENTS AND SITE:** Before submitting a bid, each bidder must (a.) examine the bidding documents thoroughly, (b.) visit the sites to familiarize himself/herself with local conditions that may in any manner affect performance of the work, (c.) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d.) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.
6. **THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING:** Everything that is bound herein, project plans and any standard specifications referenced herein.
7. **INTERPRETATIONS:** Please submit written questions for this project prior to 2:00 P.M. local prevailing time, May 15, 2018 to Shirley Rodriguez at sarodriguez@santafenm.gov and

kagarcia@santafenm.gov. Addenda issued will be posted on www.santafenm.gov. Questions received after May 15, 2018 will not be answered. Only questions answered by formal written Addenda will be binding. All Addenda so issued shall become part of the contract documents. Oral and other interpretations or clarifications will be without legal effect.

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

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

9. **RESIDENT and LOCAL PREFERENCE**

INTENT AND POLICY

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

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

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

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

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state

bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505).

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

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 8% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

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

APPLICATION FOR LOCAL PREFERENCE

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

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

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

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

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue. If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

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

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

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

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

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

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

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

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements

of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

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

New Mexico Resident Preference Number (if applicable)_____

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

11. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

- A. The Contractor, in the bid documents, must identify in writing to the City those portions of the work that contractor proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.
- B. All listed subcontractors shall be approved by the City, and the City reserves the right to refuse to approve any subcontractors listed by the Contractor.
- C. Contractor will not be required to employ any other subcontractor, other person or organization against whom the contractor has reasonable objection.
- D. The Contractor shall list all subcontractor names, addresses, and type of work to be performed.
- E. The threshold amount for this project is \$50,000. 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 thru 14-3-43 NMSA 1988) shall apply.
- F. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Contractor shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to waterlines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

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

- G. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:
1. A Contractor may not substitute any subcontract any subcontractor listed, unless the City approves the substitution based on the following situations:
 - a. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
 - b. The subcontractor fails or refuses to perform;
 - c. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;
 - d. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;
 - e. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or
 - f. The subcontractor fails or refuses to meet bond requirements of the contractor.
 - g. The City refuses to approve a subcontractor listed by the Contractor.
 2. Prior to approval of the contractor's request for substitution, the City shall give notice to the listed subcontractor by certified mail. The subcontractor shall have five working days to submit written objections to the City. Failure to respond shall constitute subcontractor's consent to the substitution. If written objections are received, the City shall give five working days notice of a hearing.
 3. No other substitution of subcontractors may be permitted by the contractor, other than for requested change orders in the scope of the work or unless the contractor can show that no bids were received.
 4. It shall be the responsibility of the subcontractor to be prepared to submit performance or payment bonds if requested by the contractor. If the subcontractor does not furnish such requested bonding, the contractor may substitute another subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the contractor's written or published request for subcontract bids.)
 5. If the contractor does not specify a subcontractor, the contractor represents that the contractor shall perform the work.
 6. If the contractor is claiming an inadvertent clerical error, notice shall be given to the City and to the involved subcontractor within two working days of the bid opening. The subcontractor shall have six working days from the bid opening to

submit written objections. Failure to respond shall constitute subcontractor's agreement that an error was made.

7. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.
8. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled a hearing after notice of intent of assess a penalty.
9. If a hearing is held, the dispute shall be stated in writing and the City shall evaluate the issues of both sides and render a determination within 10 days of the hearing and provide the parties with a written copy of the decision by certified mail. The City may also refer the matter to arbitration.

12. BID FORM:

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

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

14. SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. The bid shall not be detached

from the bound set of bidding documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

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

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

16. **BID OPENING PROCEDURE:** The person or persons opening the bids will adhere to the following procedure:

- 1) Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- 2) Check for bid bond.
- 3) Non-Collusion Affidavit of Prime Bidder.
- 4) Bid, acknowledgement of Addenda, if any.
- 5) Properly executed Bid Form.
- 6) EEO-1
- 7) Certification of Non-segregated Facilities.
- 8) Subcontractor's Listing (as applicable)

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

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

18. **AWARD OF CONTRACT:**

- A. The City reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
- B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation indicates to the City that the award will be in the best interests of the project and the City.
- C. Simultaneously with delivery of the executed counterparts of the Agreement to the City, contractor shall deliver to the City the required Contract Bonds.
- D. If a contract is to be awarded, the City will give the apparent successful bidder a Notice of Award within one hundred and twenty (120) days after the day of the bid opening.
- F. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the City for a lower bid if the lowest bid is within ten percent over budgeted project

funds. No change in the original scope of the terms or terms and conditions will be allowed. Terms and conditions refer to the contract requirements, warranties, and bonds. Negotiation may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the Owner.

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

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

20. WAGE RATES: The Bidder's attention is directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the State of New Mexico of Workforce Solutions, Public Works Bureau. It shall be the successful Bidder's responsibility to inform himself/herself thoroughly of all state, federal and local laws and statutes pertaining to the employment of labor, the freedom of organization and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

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

21.1 Registration with the State of New Mexico of Workforce Solutions, Public Works Bureau. A contractor or subcontractor that submits a bid valued at more than fifty thousand (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. The registration number shall be provided in the bid submitted for the contractor in the space provided and for subcontractors with work proposed over \$25,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors with work proposed over fifty thousand dollars (\$50,000). It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

22. REQUIRED SUBMITTALS:

1. Name of Bidder and NM Contractor License Number and types
2. Bid Bond
3. Non-Collusion Affidavit of Prime Bidder
4. Bid, acknowledgement of Addenda, if any
5. Properly executed Bid Form
6. EEO-1
8. Certification of Non-segregated Facilities
9. Subcontractors Listing (as applicable)

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

23. **SUBSTITUTIONS:** The bid shall not be qualified by the proposal of substitutions for specified materials or equipment.
24. **PREFERENCES:** In the construction of this project, the City has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on an usual competitive basis if they are in fact the equal to that specified and will accomplish the purpose intended. The City reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
25. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
26. **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:** The contractor will be required to furnish surety bonds in an amount at least equal to one hundred percent (100%) each of the total contract price as security for faithful performance of the contract and payment for all labor and materials. The surety company must be authorized to do business in the State of New Mexico and must be acceptable to the City of Santa Fe.
27. **ADDENDUM:** Each addendum shall be made a part of the contract documents to the same extent as though contained in the original documents and itemized listing thereof. Each bidder shall acknowledge receipt of each addendum in the space provided on the bid form.
28. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
29. **QUANTITIES:** The quantities set forth in the bid documents are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.
30. **UTILITY INSPECTION:** All work done on the existing City owned utilities shall be inspected by a representative of the City before backfilling.
31. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
32. **PRE-BID CONFERENCE:** A non-mandatory pre-bid conference will be held on April 26, 2018 at 1:00 PM at the Wastewater Treatment Center Conference Room, 73 Paseo Real, Santa Fe, New Mexico.
33. **PROTEST PROCEDURE:** Any bidder, offeror, or contractor who is aggrieved in connection with a procurement may protest to the City Purchasing Director. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete

procedures and requirements regarding protests and resolution of protests are available from the Purchasing Office upon request.

34. CONSIDERATION OF BIDS

34.1 RECEIPT, OPENING AND RECORDING

34.1.1 Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.

34.2 BID EVALUATION AND AWARD

34.2.1 It is the intent of the City to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

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

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

34.3 COMPETITIVE SEALED BIDS

34.3.1 Contracts solicited by competitive sealed bids shall require that the bid amount exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes, but that the City shall be required to pay the applicable taxes, including any increase in the applicable tax which becomes effective after the date the contract is entered into. The applicable Gross Receipts Tax shall be computed and shown as a separate amount on the Bid and on each request for payment made under the contract.

34.4 NOTICE OF AWARD

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

34.5 IDENTICAL BIDS

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

- (A) Award pursuant to the identical low bids provisions of the City Purchasing Manual;
- (B) Award to a resident or local business if the identical low Bids are submitted by a resident or local business and a nonresident business;
- (C) Award to a resident or local; manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident manufacturer;
- (D) Award by lottery to one of the identical low Bidders; or
- (E) Reject all Bids and re-solicit Bids or proposals for the required services, construction, or items of tangible personal property.

34.6 CANCELLATION OF AWARD

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

35. POST-BID INFORMATION

35.1 RETURN OF BID SECURITY

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

35.2 NOTICE TO PROCEED

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

35.3 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) calendar days after the date of the Notice of Award shall be just cause for the

cancellation of the award and the forfeiture of the bid security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

35.4 CONTRACTOR'S QUALIFICATION STATEMENT

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

35.5 CONTRACT BONDS REQUIREMENTS

35.5.1 The Successful Bidder, where the Contract Price exceeds twenty five hundred dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Payment Bond. Bonds shall be executed on Performance Bond and Labor and Payment Bond forms attached hereto, with amount payable confirming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the Owner.

35.6 INSURANCE REQUIREMENTS

35.6.1 See Appendix A.

36. MINIMUM WAGE RATES

36.1 Any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction, alteration, demolition, or repair, or any combination of these, including painting and decorating of public buildings or public works, is subject to the minimum wage rate determination issued by the State of New Mexico of Workforce Solutions, Public Works Bureau. Federal Funded Contracts in excess of \$2,000.00 are subject to Federal Labor Standards Requirements of Davis Bacon Act.

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

36.3 Contractor must comply with the City of Santa Fe Living (minimum) Wage Ordinance (Section LWO-1 and LWO-2).

BID FORM
CITY OF SANTA FE, NEW MEXICO
CONTRACTING AGENCY AND OWNER
Invitation No: '18/19/B

FROM: _____

hereinafter called the "Bidder"

TO:

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

FOR: Paseo Real Wastewater Treatment Plant Anaerobic Digester Project C.I.P. #950

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for Sixty (60) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice 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 Addenda.
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has correlated the results of all observations, examinations, investigations, explorations, reports, and studies with the terms and conditions of the Bidding Documents.
 - D. The Bidder has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to the Bidder.

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

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

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

4. The Bidder acknowledges receipt of all Addenda pertaining to the project below:

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

5. The undersigned Bidder proposes to guarantee all work performed under these Plans Specifications and Contract Documents for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.

6. The undersigned tenders herewith, as a proposal guaranty, for which receipt has been given, in the form of either (check one) a _____ Certified check, or a _____ Bid Bond, in the amount of _____ dollars (\$ _____), representing five (5) percent of the amount bid, drawn to the City of Santa Fe.

7. The Bidder will complete the work described in the specifications and shown on the plans for the following base bid price(s):

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

ADDITIONAL BID FORM INSTRUCTIONS

**ALL UNIT AMOUNT AND TOTAL AMOUNT PRICES ON THE
BID FORM ARE TO BE ENTERED IN BOTH NUMERICAL
AND WRITTEN FORM**

SEE PAGE BF-4 AND BF-5

***ADDITIVE ALTERNATES ON PAGE BF-5**

BID FORM

CIP #950 Paseo Real Wastewater Treatment Plant Anaerobic Digester Project

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

ITEM No.	DESCRIPTION	QUANTITY	UNIT	PRICE (Excluding NMGR)
1	MOBILIZATION	1	LS	\$
2	SITE WORK	1	LS	\$
3	YARD PIPING	1	LS	\$
4	DIGESTER EQUIPMENT BUILDING	1	LS	\$
5	ANAEROBIC DIGESTER TANKS	1	LS	\$
6	DEWATERING BUILDING BELT FILTER PRESS #3	1	LS	\$
7	ELECTRICAL AND SCADA	1	LS	\$
8	START-UP	1	LS	\$
9	DEMOBILIZATION	1	LS	\$
10	TESTING ALLOWANCE	1	LS	\$ 50,000.00
11	UTILITY RELOCATION ALLOWANCE	1	LS	\$ 50,000.00
12	ADMINISTRATION BUILDING CONTROL AND SERVER ROOM MODIFICATIONS ALLOWANCE	1	LS	\$ 100,000.00
13	SLUDGE HOLDING TANK 2 AND PIPE CLEANING	1	LS	\$ 100,000.00
BASE BID PLUS ALLOWANCES: BID ITEMS 1 – 12:				\$
New Mexico Gross Receipts Tax (NMGR) @8.4375%				\$
TOTAL BASE BID AMOUNT PLUS ALLOWANCES AND NMGR:				

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

THE SUM OF _____

_____ DOLLARS AND _____ CENTS.

*** ADDITIVE ALTERNATE BID**

ITEM No.	DESCRIPTION	QUANTITY	UNIT	PRICE (Excluding NMGR)
14	COGENERATION SYSTEM	1	LS	\$
15	COGENERATION POWER DISTRIBUTION ALLOWANCE	1	LS	\$ 100,000.00
ADDITIVE ALTERNATE PLUS ALLOWANCE: TOTAL ITEMS 13 – 14:				\$
New Mexico Gross Receipts Tax (NMGR) @8.4375%				\$
TOTAL ADDITIVE ALTERNATE PLUS ALLOWANCE AND NMGR:				

* City reserves the right to award Additive Alternates listed depending on available funding.

* Bidders choosing not to provide pricing on Alternates may be considered non-responsive and their bid rejected.

TOTAL ADDITIVE ALTERNATE AMOUNT PLUS ALLOWANCE AND NMGR (IN WORDS):

THE SUM OF _____
 _____ DOLLARS AND _____ CENTS.

8. The Bidder agrees that:
 - A. Bidder will commence work under this contract not later than ten (10) consecutive calendar days after the date specified in a written Notice to Proceed, and fully complete the project within 300 (three hundred) calendar days after the date of written "Notice to Proceed", except as may be hereafter extended by valid written "Change Order" by the Owner.
 - B. The bidder agrees to pay the Owner liquidated damages as provided in the in the General Conditions, Section 15 for breach of the Contract.
 - C. The above process shall include all labor, profit, bonding, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

9. The following documents are attached to and made a condition of this Bid:
 - A. Bid Security
 - B. Subcontractors Listing
 - C. Non-Collusion Affidavit of Prime Bidder
 - D. Certificate of Bidder Regarding Equal Employment Opportunity
 - E. Certificate of Non-Segregated Facilities
 - F. Statement of Bidder's Qualifications

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

RESPECTFULLY SUBMITTED:

Name of Bidder: _____
 (print name)

By: _____
 (signature)

Title: _____

Date: _____

Official Address: _____

Telephone Number: _____

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

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

Labor and Industrial Division Enforcement Fund Contractor Registration Number: _____

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$50,000, must be listed on Subcontractor Listing.]

IMPORTANT – PLEASE NOTE

**THREE COMPLETE PAPER COPIES AND
ONE ELECTRONIC COPY OF THE BID
SUBMITTAL ARE REQUIRED**

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ hereinafter called the PRINCIPAL, as Principal, and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ dollars (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2018, (Bid No. '18/19/B) for the, Paseo Real Wastewater Treatment Plant Anaerobic Digester Project C.I.P. #950, City of Santa Fe.

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

C. SIGNED AND SEALED THIS _____ DAY OF _____, a.d. 2018.

BIDDER

By: _____
PRINCIPAL

(SEAL)

WITNESS

By: _____
SURETY

Title: _____

WITNESS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2018.

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTS

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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____day of _____2018.

NOTARY PUBLIC

My Commission Expires:

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ____ No ____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ____ No ____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ____ No ____

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

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

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

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

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

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

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

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

My Commission Expires:

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 labor and industrial division of the labor department.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
-------	------	---------	------------	-----------	--	---

STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS

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

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

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

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

7. General nature and type of work performed by your company: _____

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

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

11. List your major equipment available for this contract:

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

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

14. Credit Available: _____

15. Give bank reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

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

Dated at _____

this _____ day of _____, 20____.

Bidder

By: _____

Title: _____

STATE OF NEW MEXICO)
)ss
COUNTY OF)

_____, being duly sworn,
deposes and

says that he is _____ of

(Name of Organization)

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

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

Notary Public

My Commission expires: _____






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, 2017 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.09
PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

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






City of Santa Fe Living Wage Ordinance







EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2017
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

\$11.09
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 fines 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)

CITY OF SANTA FE

**FOR RFP/BID PURPOSES ONLY
AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

**WASTEWATER TREATMENT PLANT
ANAEROBIC DIGESTERS CONTRACT CIP #950**

THIS AGREEMENT dated _____ is made and entered into by and between the CITY OF SANTA FE, a New Mexico municipal corporation, hereinafter called the "City", and _____ hereinafter called the "Contractor". The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

The City and the Contractor agree as follows:

1. **THE CONTRACT DOCUMENTS:** The Contract Documents shall mean the Advertisement for Bids, Information to Bidders, Minimum Wage Rates, Addenda, Bid Bond, Bid Form, Subcontractor Listing, this Construction Contract, Performance Bond, Labor and Material Bond, Notice of Award, Notice to Proceed, General Conditions, Special Conditions, any Supplemental Conditions, Specifications, Plans and Drawings and everything else bound in these documents and are incorporated and made a part of this Construction Contract.
2. **SCOPE OF WORK:** The work under this Contract is located at the City of Santa Fe's Wastewater Treatment Plant at 73 Paseo Real, Santa Fe, NM. The work consists of furnishing all equipment, labor, and materials for construction of the **Paseo Real Wastewater Treatment Plant Anaerobic Digesters C.I.P # 950** in accordance with the Contract Documents. The work consists of the construction of 2 new anaerobic digesters, associated equipment building, power cogeneration equipment including biogas conditioning system, and the installation of a new belt filter press for biosolids dewatering. Project includes reinforced structural concrete, steel digester covers, masonry, precast concrete roof, miscellaneous metals, process equipment, plumbing, HVAC, electrical, instrumentation and controls, painting, demolition of existing concrete structures, excavation, backfill, yard piping, sidewalks and asphalt as specified and/or shown within the Contract documents.
3. **STANDARD OF PERFORMANCE – LICENSES:**
 - A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this agreement.
 - B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional, contractor and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. **CONTRACT PRICE:**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____ dollars (\$ _____), inclusive of applicable New Mexico Gross Receipts Tax. Payment shall be made as follows:

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

5. **TERM AND EFFECTIVE DATE:** This Agreement shall be effective when signed by the City and shall terminate three hundred (300) calendar days from the start date specified in the Notice to Proceed to Substantial Completion, unless sooner pursuant to Article 6 below.

6. **TERMINATION:**

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **PAYMENT & PROGRESS PAYMENTS:** Based upon Application for Payment submitted to the City by the Contractor in accordance with the approved Schedule of Values, and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in Section 4 of the Special Conditions for the period ending the last day of the month.

8. **SCHEDULE:** The Contractor shall, after receiving the Notice of Award, prepare and submit a schedule for preparation of shop drawings, submittals for City review and construction tasks and sequences. This Schedule shall be submitted to the City and/or Owner's Representative ten (10) working days before the date of the Pre-Construction Meeting.

9. **LIQUIDATED DAMAGES:** The Contract time for completion of the Work in connection with the Project is of essence to the Construction Contract. Should the Contractor neglect, refuse or fail to complete the Work within the time herein agreed upon, after giving effect to extensions of time agreed to by the City in writing, the Contractor agrees to pay the City, as Liquidated Damages, the amounts listed in the Schedule of Liquidated Damages in Section 15 of the General Conditions.

10. **APPROPRIATIONS:** The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this agreement. If the City does not make sufficient appropriations and authorization, this Agreement shall

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **INSURANCE REQUIREMENTS:** See Appendix A for Insurance Requirements.

12. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

13. **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.

14. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

15. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. **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.

17. **THIRD PARTY BENEFICIARIES:** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the

City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

18. **RECORDS AND AUDIT:** The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

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

20. **AMENDMENT:** This Agreement shall not be altered, changed or modified except by a Contract Change Order executed by the parties hereto.

21. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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

23. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

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

25. **RELEASE:** The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims

and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

26. **NOTICES:** Any and all notices provided for hereunder shall be in writing and shall be served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY	City of Santa Fe Wastewater Management Division 73 Paseo Real Santa Fe, New Mexico 87507	CONTRACTOR _____ _____ _____
------	---	---------------------------------------

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

(Name & Title)

DATE: _____

DATE: _____

NM Taxation & Revenue
CRS # _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT

BUSINESS UNIT/LINE ITEM _____

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount: _____ Dollars (\$))

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: _____ Dollars (\$))

Modifications to this Bond: None

See Page 4

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Performance Bond

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

- 4.4.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
- 4.4.2** Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within six years after Contractor Default or within six years after the Contractor ceased working or within six years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Payment Bond

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

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount: _____ Dollars (\$)

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: _____ Dollars (\$)

Modifications to this Bond:

None

See Page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title

Signature: _____
Name and Title

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Payment Bond

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or furnished materials or equipment included in the claim stating with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

15. DEFINITIONS

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

SPECIAL PROVISIONS FOR MINIMUM WAGE RATE

This project is subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project are as listed in the New Mexico State Labor and Industrial Commission Minimum Wage Rate Decision Number **SF-18-0477-B/H**. A copy of this decision is bound in these documents immediately following this page.

SPECIAL PROVISION FOR APPRENTICES
(Program of Department of Labor)

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

STATE WAGE DECISION

SF-18-0477-B/H

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

Type "B" - GENERAL BUILDING
Effective January 1, 2018

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/ Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
Electricians-Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Sound Classifications			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
Laborers			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
Operators			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
Truck Drivers			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

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

Type H - Heavy Engineering
Effective January 1, 2018

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/Stone Mason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Millwright/Piledriver	31.00	23.08	0.67
Cement Mason	21.00	9.38	0.67
Electricians			
Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Tech	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	21.25	8.62	0.67
Plumber/Pipefitter	31.90	12.30	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Operators			
Group I	19.38	5.74	0.67
Group II	19.56	5.74	0.67
Group III	19.74	5.74	0.67
Group IV	19.88	5.74	0.67
Group V	19.98	5.74	0.67
Group VI	20.15	5.74	0.67
Group VII	20.17	5.74	0.67
Group VIII	21.96	5.74	0.67
Group IX	27.30	5.74	0.67
Group X	30.35	5.74	0.67
Laborers			
Group I	16.76	5.30	0.67
Group II	17.51	5.30	0.67
Group III	19.02	5.30	0.67
Group IV	19.42	5.30	0.67
Group V	20.30	5.30	0.67
Group VI	18.67	5.30	0.67
Group VII	19.04	5.30	0.67
Group VIII	19.39	5.30	0.67
Group IX	19.63	5.30	0.67
Group X	20.30	5.30	0.67
Truck Drivers			
Group I	16.00	7.17	0.67
Group II	16.00	7.17	0.67
Group III	16.00	7.17	0.67
Group IV	16.00	7.17	0.67
Group V	16.00	7.17	0.67
Group VI	16.00	7.17	0.67
Group VII	16.00	7.17	0.67
Group VIII	16.06	7.17	0.67
Group IX	16.41	7.17	0.67

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

General Conditions

1. DEFINITIONS

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

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

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

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

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

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

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

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

CITY - City of Santa Fe, New Mexico.

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

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

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

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

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

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

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

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

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

New Years Day

Martin Luther King Jr.'s Birthday

Presidents Day (observed the day following Thanksgiving Day)

Memorial Day

Independence Day (4th of July)

Labor Day

Santa Fe Fiesta (1/2 day)

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

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

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

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

PROJECT MANAGER - The person designated by the City or its Engineer to be responsible for supervising the performance of the Work by the Contractor and compliance with the Contract Documents.

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

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

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

SUBSTANTIAL COMPLETION - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract

Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

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

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

3. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

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

4. PLANS AND SPECIFICATIONS

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

5. SHOP DRAWINGS

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

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

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

6. MATERIALS, SERVICES AND FACILITIES

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

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

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

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

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

7. INSPECTION AND TESTING

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

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

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

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

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

8. PATENTS

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

9. SURVEYS, PERMITS, REGULATIONS

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

The Contractor shall carefully preserve benchmarks, reference points and stakes. When it becomes necessary by reason of construction to remove or obliterate any triangulation station benchmark, corner, monument, stake, witness mark or other survey reference mark, it shall be the duty of the

Contractor to cause, at the Contractor's sole expense, the mark to be re-established by a registered surveyor in accordance with New Mexico State Statute 61-23-28.

Unless otherwise stated in the Contract Documents or agreed to in writing by the City all permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in Section 14, Changes in the Work.

10. PROTECTION OF WORK, PROPERTY AND PERSONS

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

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

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

11. PROTECTION OF UTILITY RIGHTS-OF-WAY AND SERVICES

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

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

If water or utility services are interrupted due to accidental breakage or as a result of being exposed or unsupported during the Contractor's operations, the Contractor shall provide continuous repair

work until the service is restored. No work shall be commenced around fire hydrants until provision for service has been approved by the local fire authority.

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

12. PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

13. CHANGES IN THE WORK

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

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

14. CHANGES IN CONTRACT PRICE

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

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

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

The Contractor will proceed with the Work at such rate of progress to insure full completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work described herein is a

reasonable time, and that in submitting a bid on the Project and executing the Construction Contract the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

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

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

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

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

Except as otherwise provided below, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, when such hindrance or delay is the result, directly or indirectly, of the Contractor's action or inaction or the action or inaction of the Contractor's agents, representatives or subcontractors or when such delay was foreseeable or avoidable. In the event that a hindrance or delay in the orderly progress of the Work was not, directly or indirectly, the result of the Contractor's

action or inaction, and when such delay was not foreseeable or avoidable, the City may pay the Contractor for any additional costs or expenses directly incurred as a result of the delay that cannot reasonably be avoided or reduced, which the Contractor demonstrates to the satisfaction of the City. Except as provided above, Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the City's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable delays, it being acknowledged that the Contract Price includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

16. CORRECTION OF WORK

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

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

17. SUSPENSION OF WORK, ORDERED BY THE ENGINEER

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

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

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

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

18. DEFAULT OF CONTRACT

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

- A. Fails to begin work under the contract within the time specified in the "Notice to Proceed," or:
 - B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or:
 - C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or:
 - D. Discontinues the prosecution of the work, or:
 - E. Fails to resume work which has been discontinued within a specified (minimum 14 calendar days) time after notice to do so, or:
 - F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or:
 - G. Allows a final judgment, in a suit filed in connection with this contract, to stand against him unsatisfied for a period of thirty (30) calendar days, or:
 - H. Makes an assignment, in connection with this contract, for the benefit of creditors, or:
 - I. For any other cause, except as provided in the Construction Contract, fails to carry on the work in an acceptable manner.

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

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

19. TERMINATION OF CONTRACT – NO FAULT OF CONTRACTOR

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

20. PAYMENTS TO CONTRACTOR

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

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

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

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

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

22. ASSIGNMENTS

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

23. SUBCONTRACTING

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

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

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

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

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

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

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

24. DUTIES OF THE CONTRACTOR

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

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

Construction Surveying will be provided by the Contractor.

25. JOB SITE ADMINISTRATION

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

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

Contractor shall be responsible for all areas of the site used by the Contractor, subcontractors, suppliers or other involved in performance of the services to be performed in the Contract. Contractor shall have the right to exclude all persons who have no purpose or function related to the performance or inspection of the services, except personnel employed by the city or other governmental agencies. Contractor may require all persons on the site of the work to observe all regulations the Contractor requires of the Contractor's employees. Contractor will exert full control over the site and personnel with respect to use, safety and preservation of property and the existing facilities, except for controls as reserved to City or others.

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

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

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

26. PROJECT MANAGER'S AUTHORITY

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

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

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

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

27. CLAIMS FOR ADJUSTMENT – DISPUTE RESOLUTION

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

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

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

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

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

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

in the First Judicial District and any action or suit commenced in a federal court shall be brought in the United States District Court for the District of New Mexico.

28. LAND AND RIGHT-OF-WAY

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

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

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

29. GUARANTY

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

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

30. MISCELLANEOUS

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

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

CONTRACTOR'S AUTHORITY - Contractor shall not enter into any agreement with any person which binds, or is intended to bind, City to any duty or obligation unless the City has given Contractor prior written consent to represent the City in such matter. Nor shall Contractor make representations

to any person which indicate that Contractor is acting on behalf of the City, without the City's prior written authorization.

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

1. AMERICANS WITH DISABILITIES ACT COMPLIANCE:

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

2. WAGE RATE DETERMINATION:

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

Each certified payroll shall have the correct Wage Rate Decision Number printed clearly on the first page. The Contractor and all Subcontractors shall also submit certified payrolls. Prior to the issuance of a Certificate of Payment, the Contractor shall determine that a certified payroll has been submitted to the State Labor Commission as provided for by State law and that all other provisions applicable to and relating to the payment of wages to artisans, draftsmen, and laborers has been abided by and that said payments have been made in accordance with established scales as furnished by the State Labor

Commission for this particular contract. In addition, the Contractor will not be allowed to split an individual worker(s) time/wages between crafts/laborer classifications.

3. SCHEDULE OF VALUES

Before the Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, once mutually agreed upon between the Engineer and the Contractor shall become the basis for the Contractor's Applications for Progress Payments. See Supplemental Technical Specification 01370 – SCHEDULE OF VALUES for additional requirements.

4. APPLICATION FOR PROGRESS PAYMENT:

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

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

5. CONTRACTOR'S WARRANTY OF TITLE:

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

6. WARRANTY

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

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

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

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

7. PROVISIONS FOR SAFETY:

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

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction meeting shall be scheduled between the Owner and the Contractor and shall be conducted at the time and location specified in the Notice of Pre-construction Meeting which will be presented to the Contractor after execution of the construction contract. At this meeting

the Project Manager will discuss administrative matters with the Contractor and the Sub-contractors and further orient the Contractor to the requirements of the Contract Documents. The Contractor shall introduce responsible personnel (to be in attendance), present and discuss the construction schedule, and discuss approach and construction methods to complete the work and utility coordination, as applicable.

9. CONTRACTOR PERSONNEL INFORMATION:

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

A. Contractor's Project Manager: _____

Phone No.: _____ Cell Phone: _____

B. Contractor's Superintendent: _____

Telephone No.: _____ Cell Phone No.: _____

FAX No.: _____ e-mail: _____

C. Architect/Engineer: _____

Address: _____

Phone No.: _____ Cell Phone: _____

FAX No.: _____ e-mail: _____

D. A/E's Project Representative: _____

E. Testing Laboratory: _____

E. Emergency contact phone numbers:

(1) Person/Address _____

Phone: _____ Cell Phone: _____

(2) Person/Address _____

Phone: _____ Cell Phone: _____

(3) Person/Address _____

Phone: _____ Cell Phone: _____

F. List of authorized signatures for:

Certified payrolls; Payroll affidavits; Change orders; Progress payment certifications:

E. Project Safety Officer: _____

F. Equal Employment Opportunity Officer: _____

G. List of tentative suppliers: _____

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

APPENDIX A
REQUIRED INSURANCE

A.1 Contractor's Required Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Minimum Insurance Coverage

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

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

“STANDARD SPECIFICATIONS”
FOR
CITY OF SANTA FE

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

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

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

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

Supplemental Technical Specifications

SECTION I

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1.01 INSPECTION AND TESTING OF MATERIAL

All Work shall be monitored by the City's Authorized Representative for compliance with all applicable specifications, codes, and standards. The Contractor shall provide access to all facilities for inspection purposes. Contractor shall notify City's Authorized Representative prior to commencing Work, should said Work be performed after normal working hours. Failure of Contractor to provide proper access of inspection of Work or to notify City of Work to be performed after normal working hours may result in said Work being unacceptable to City.

2.01 NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

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

3.01 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract.
- B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.
- C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street, vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.
- D. The Contractor will take the necessary precautions to prevent damage to properties adjacent to the Work. The Work will be performed in the vicinity of many historic buildings and features. The use of non-vibratory compaction equipment is required by the City and State near these areas. Compliance with this Section is the Contractor's responsibility and is incidental to the Work as such no separate payment will be made

4.01 PROTECTION OF UTILITIES AND PROPERTY

- A. Locations, elevations and dimensions of existing utilities and associated structures are shown according to the best information available at the time of the preparation of the plans, but do not purport to be absolutely correct and are approximate. The Contractor will be responsible for verifying locations, elevations, and dimensions of all existing utilities which pertain to and affect the construction of this project. All work associated with verifying location of existing utilities, including utilities owned by the City of Santa Fe within the wastewater treatment plant facility, shall be considered incidental to the work and no additional payment will be made for these activities.

- B. During performance of the Work, Contractor shall protect all utilities and property from damage. All utilities shall be spotted prior to any excavation Work by Contractor. Contractor shall call Bluestake One-Call System and request utilities' locations forty-eight (48) hours prior to excavation in strict accordance with Bluestake One-Call System operating procedures. The Contractor will be responsible for locating all utilities Owned by the City of Santa Fe as part of construction activities. Compliance with this Section is the Contractor's sole responsibility and is incidental to the Work. As such, no separate payment will be made.

5.01 INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

- A. The Contractor shall be required to arrange his construction/work schedule with the intent to minimize the impact on surrounding businesses and residences and to minimize the disruption of City traffic.
- B. The Contractor shall notify and obtain City's approval for any connections to existing wastewater facilities or collections system prior to the scheduling of any construction.
- C. Any work by the Contractor required outside the normal working hours of 7:00 am to 5:00 pm, Monday through Sunday, to minimize disruption to the City's businesses, residents and vehicular traffic shall be considered incidental to the work and no separate payment will be made.

6.01 CONSTRUCTION WATER – NON-POTABLE

- A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City's fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this section (see 6.02).
- B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).
- C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.
- D. Reclaimed Water Use Rate: \$3.37 per 1000 gallons (\$3.03 per 1000 gallons plus \$0.18 administrative fee and 5% sales tax) (subject to change)
- E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:
 - 1. Construction dust control.
 - 2. Construction compaction.
 - 3. Irrigation of landscaping under "restricted access conditions" (e.g., at construction sites and roadway medians).
- F. Uses Not Permitted:
 - 1. Water used in a construction "process" (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.
 - 2. Dust control on unpaved residential streets.
 - 3. Street sweeping.
- G. Other Provisions:

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

H. Permitting:

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

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

6.02 CONSTRUCTION WATER – POTABLE

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

7.01 SUPERINTENDENCE BY CONTRACTOR

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

8.01 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished to the City by the Contractor for all material that has specifications requirements listed in the Contract. Certificate of Compliance shall be signed and notarized by the material Manufacturer stating that the materials supplied for Work under the Contract meet all required specifications.

9.01 CORRECTION OF WORK

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

10.01 GENERAL GUARANTEE

- A. The Contractor shall remedy any defects in the work and pay for any damages within a period of one year from date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.
- B. Items of warranty shall include, but not limited to spalling, cracking, shrinkage, and failure due to improper compactions. Items of warranty shall also include failures or the need for additional work resulting from the Contractor's application of sewer line replacement or rehabilitation technology.

11.01 PUBLIC RELATIONS

The Contractor shall cooperate with the City or City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites.

12.01 TRAFFIC CONTROL

- A. The Contractor shall provide traffic control including, but not limited to, changeable message signs (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.
- B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits.
- C. The Contractor shall provide a copy of the approved traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.
- D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

13.01 PERMITS

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

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

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

14.01 SUBMITTALS

After checking and verifying all field conditions and measurements, Contractor shall submit to the Engineer for review six (6) copies of all submittals which shall have been checked by and stamped with the approval of the Contractor. The Contractor shall complete the attached “Submittal Form” found in the Supplemental Technical Specifications. The data shown on the submittals will be complete with respect to dimensions, calculations, design criteria, materials of construction, and the like to enable Engineer to review the information as required.

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

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

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

and similar data or he/she assumes full responsibility for doing so and that he/she has reviewed or coordinated each submittal or sample with the requirements of the Work and the Contract Documents.

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

The Engineer's review of submittals or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any review by the Engineer relieve the Contractor from responsibility for errors or omissions in the submittal. See Supplemental Technical Specifications 01340 – SUBMITTALS for additional requirements.

15.01 PROJECT RECORDS

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

16.01 SEQUENCE OF WORK

The Contractor shall sequence work to allow for Owner's continuous occupancy and for uninterrupted treatment of wastewater during construction. The Contractor shall coordinate and schedule all work with the Owner to ensure uninterrupted operation of the wastewater treatment facility.

17.01 MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed lump sum as set forth in the Bid Proposal and in accordance with the requirements outlined in the Supplemental Technical Specifications. All items required for this Project shall be considered incidental to the Contract and no additional payment shall be made unless unanticipated conditions are discovered. Whether conditions are unanticipated shall be in the sole discretion of the Owner, in which case a change order shall be prepared for review and approval by the Owner and/or Owner's Representative prior to commencing any work. The Contractor shall not be paid for performing any work not specifically required by the Contract or written change orders approved by the Owner and/or Owner's Representative. The cost of performing work must be agreed upon by both parties to the Contract, unless a written notice to proceed is used by the Owner prior to initiation of the construction on changed work.

Supplemental Technical Specifications
SECTION II

STS-2

RE-BID APRIL 2018