

City of Santa Fe, New Mexico



**“INVITATION TO BID”
CITY-WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT,
CIP # 3056**

BID # '20/24/B

BID DUE: June 09, 2020 at 2:00 P.M.

**Electronically Submitted to
fadunaway@santafenm.gov and jjchavez@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
200 LINCOLN AVENUE ROOM 122
SANTA FE, NEW MEXICO 87501**

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A. BIDDING DOCUMENTS

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**A.1. ADVERTISEMENT FOR BIDS
BID NO. '20/24/B**

Bids will be electronically received by the City of Santa Fe **until 2:00 P.M. local prevailing time, June 09, 2020**. **Any bid received after this deadline WILL NOT be considered.** This bid is for the purpose of procuring:

The work is designated as CITY OF SANTA FE PROJECT, CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: furnishing all equipment, labor and materials for the replacement of pavement, concrete curb & gutter concrete sidewalk, concrete valve collars and other incidental work such as adjusting valve collars and traffic control all as required to restore the driving, walking and drainage infrastructure, in accordance with the drawings, specifications, and other Contract Documents. Contractor shall begin work within a week of Work Order or call-out.

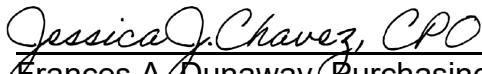
Bids for the Contract will be presented in the form of a unit price bid. The bidder shall bid all items listed. Award will be made to the responsible bidder providing the lowest total base bid. Bidder shall include in the signed documents their license(s) and classification(s). Contractor shall be responsible for any and all permits, fees, and State and City inspections associated with the construction.

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

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

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available on the City of Santa Fe website at https://santafenm.gov/bids_rfps or by contacting: Frances A. Dunaway, City of Santa Fe, Purchasing Office, 200 Lincoln Avenue Room 122 Santa Fe, New Mexico 87501.

ATTEST:



Frances A. Dunaway, Purchasing Director

Received by the Santa Fe New Mexican on: 05/20/2020
To be published on: 05/25/2020

Received by the Albuquerque Journal on: 05/20/2020
To be published on: 05/25/2020

The purpose of this Invitation to Bid (ITB) is to procure construction services for the City-Wide Water Utility Pavement Restoration Contract, CIP # 3056 in accordance with contract documents supplied by the City of Santa Fe, Public Utilities Department.

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

Builders News & Plan Room

3435 Princeton Dr. NE

Albuquerque, NM 87107

<http://buildersplanroom.com.lobo.com/>

Email: buildersnews@live.com

Construction Reporter

1609 2nd Street, NW

Albuquerque, NM 87102-1446

Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans

<http://dodge.construction.com/plans/>

Email: nancy_mckeehan@mcgraw-hill.com

OBTAINING CONTRACT DOCUMENTS: Plans, specifications and contract documents may be obtained in digital format at the following address:

City of Santa Fe Website at https://santafenm.gov/bids_rfps

City of Santa Fe

Water Division, Engineering Section

801 W. San Mateo Road

Santa Fe, New Mexico 87505

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

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

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

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

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

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

PRE-BID CONFERENCE: A virtual pre-bid conference will be held for this project. Please contact either Bill Huey, bchuey@santafenm.gov or Mike Moya, mrmoya@santafenm.gov for an invitation and schedule.

The City-Wide Water Utility Pavement Restoration Contract, CIP # 3056 work consists of furnishing all equipment, labor, and materials for the repair/replacement of roadways and sidewalks, in accordance with the drawings, specifications, and other contract documents.

This contract may be subject to New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rates, the engineer will request a Wage Decision Number if a project (Work Order) is expected to exceed \$60,000.00.

An example of a past Wage Rate Decision is attached (see Technical Exhibits, Exhibit I – 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.

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A.2. BID SCHEDULE
BID # '20/24/B

1. ADVERTISEMENT May 25, 2020
2. ISSUANCE OF BIDS May 25, 2020
3. PRE-BID MEETING E-mail the Water Division to receive an Invitation to a web based Pre-Bid, bchuey@santafenm.gov or mrmoya@santafenm.gov
4. RECEIPT OF BID: June 9, 2020 at 2:00 P.M., local prevailing time electronically submitted to fadunaway@santafenm.gov and jjchavez@santafenm.gov
5. RECOMMENDATION OF AWARD TO PUBLIC UTILITIES/PUBLIC WORKS COMMITTEE: July 1, 2020
6. RECOMMENDATION OF AWARD TO FINANCE COMMITTEE: July 20, 2020
7. RECOMMENDATION OF AWARD TO CITY COUNCIL: July 29, 2020
8. NOTICE TO PROCEED: TBD

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

A.3. INFORMATION TO BIDDERS

Bids are requested by City of Santa Fe for City-Wide Water Utility Pavement Restoration Contract, CIP # 3056 in accordance with contract documents supplied by the City of Santa Fe, Public Utilities Department.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for the City-Wide Water Utility Pavement Restoration Contract, CIP # 3056 (refer to Technical Exhibits, Exhibit IV, Section 01010 - Summary of Work). Note: all valve collars are to be raised before the final lift of pavement is placed.

1. SPECIFICATIONS AND CONTRACT DOCUMENTS

2.1. SPECIFICATIONS: The construction of this project will be in accordance with the NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2019 (NMSSPWC); CITY OF SANTA FE PUD WATER DIVISION CONSTRUCTION STANDARDS AND SPECIFICATIONS; and supplemental specifications (refer to Technical Exhibits, Exhibit IV – Technical) and Contract Document requirements.

2.2. PLANS AND CONTRACT DOCUMENTS: Digital files of plans and contract documents will be furnished to bidders at no cost. Contractor shall be responsible for printing paper copies.

3. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.

4. EXAMINATION OF BIDDING DOCUMENTS: Before submitting his/her bid, each bidder must (a) examine the bidding documents thoroughly, (b) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (c) carefully correlate his/her observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

5. THE COMPLETE CONTRACT DOCUMENTS CONTAIN THE FOLLOWING: Everything that is bound herein, drawings, specifications and any standard specifications referenced herein.

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

7. CONTRACT TIME: The number of days for the completion of work (the contract time) is the City of Santa Fe, Fiscal Year, or the remainder of the Fiscal Year as set forth in the Bid Form and will be included in the executed Construction Agreement.

8. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

8.1. The Contractor, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the City's written consent.

8.2. All Contractors and Sub-Contractors shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division.

8.3. Contractor will not be required to employ any other subcontractor, other person or organization against whom he/she has reasonable objection.

8.4. Contractor shall list all subcontractor names, addresses, and type of work to be performed.

8.5. The threshold amount for this project is \$5,000. The General contractor must list all subcontractors who will perform work in excess of this threshold. Only one sub-contractor may be listed for each category as defined by the contractor. The Subcontractor Fair Practice Act (13-4-31 thru 14-3-43 NMSA 1988) shall apply.

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

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

8.7. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978." summarized as follows, shall apply:

8.7.1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;

8.7.2. The subcontractor fails or refuses to perform;

8.7.3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;

8.7.4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;

8.7.5 The contractor can substantiate to the City that a subcontractor's bid is incomplete; or

8.7.6. The subcontractor fails or refuses to meet bond requirements of the contractor.

8.8. 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.

8.9. 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.

9.10. 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.)

9.11. If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.

9.12. If determined to be an emergency, upon written finding, subcontracting may be permitted although not identified prior to commencement of task.

9.13. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.

9.14. 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.

9.15. A Contractor may not substitute any subcontract or any subcontractor listed, unless the City approves the substitution based on the following situations:

9.15.1. The subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;

9.15.2. The subcontractor fails or refuses to perform;

9.15.3. The contractor demonstrates to the City that the listed subcontractor was due to an inadvertent clerical error;

9.15.4. Acceptance of an alternate by the City causes the original subcontractor's bid not to be low;

9.15.5. The contractor can substantiate to the City that a subcontractor's bid is incomplete; or

9.15.6. The subcontractor fails or refuses to meet bond requirements of the contractor.

9.16. 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.

8.17. 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.

8.18. 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.)

8.19. If the contractor does not specify a subcontractor, he/she represents that he/she shall perform the work.

8.20. 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.

8.21. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

8.22. By State statute, violation of this act may allow the City to cancel the contract or assess the contractor a penalty up to 10% of the subcontract involved, but in no case less than the difference between the amount of the listed subcontractor and the subcontractor used. The contractor shall be entitled to a hearing after receiving a notice of intent to assess a penalty.

8.23. 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.

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

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

**Purchasing Office
200 Lincoln Avenue Room 122
Santa Fe, New Mexico 87501**

RECEIPT AND OPENING OF BIDS

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **2:00 P.M. local prevailing time, June 9, 2020**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Bid shall be submitted electronically to fadunaway@santafenm.gov and jjchavez@santafenm.gov if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The subject line of the email should clearly indicate the following information:

Bid number: **'20/24/B**
Title of the bid: **City-Wide Water Utility Pavement Restoration Contract, CIP #XXX**

Name and address of the bidder: _____.

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

PREPARATION OF BID

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by City, Purchasing Officer.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ORDER WITHIN A WEEK

All work shall be assigned through a properly executed Work Order. Should the Contractor neglect, refuse, or otherwise fail to complete the work as described within the Work Order within one week of Work Order generation or emergency call out, the Contractor agrees to pay the Owner the amount of One Thousand (\$1,000.00) per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ADDENDA AND INTERPRETATIONS

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

Every request for such interpretations should be in writing addressed to Frances A. Dunaway, Purchasing Director at fadunaway@santafenm.gov or 200 Lincoln Avenue, Room 122, Santa Fe, NM 87501 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

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

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

POWER OF ATTORNEY

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

LAWS AND REGULATIONS

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

METHOD OF AWARD

The award of the purchase agreement will be made to multiple vendors who meet or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award. If a bid item has been discontinued substitutions may be made only with the approval of the Purchasing Officer. No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

PERFORMANCE AND LABOR BONDS SHALL BE REQUIRED IF WORK EXCEEDS \$25,000. APPROVED WAGE DECISION IS REQUIRED IF WORK EXCEEDS \$60,000.00

PUBLIC INFORMATION

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

BRAND NAMES

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

TAX EXEMPT

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

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

A copy of the City of Santa Fe Ordinance No. 28-1.12, passed by the Santa Fe City Council on March 1, 2015 is attached (refer to Technical Exhibits, Exhibit II – City of Santa Fe Minimum Wage). 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.

CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually

submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.

- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and
 - (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
 - (1) three percent of the total possible points to a resident business: and
 - (2) three percent of the total possible points to a business with all resident business subcontractors.
- 5) The maximum available local preference shall be 6%.

A.4. SPECIAL CONDITIONS

GENERAL

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

ASSIGNMENT

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

VARIATION IN SCOPE OF WORK

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

DISCOUNTS

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

TAXES

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

INVOICING

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

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

METHOD OF PAYMENT

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

DEFAULT

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

NON-DISCRIMINATION

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

NON-COLLUSION

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

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CITY OF SANTA FE

A.5. BID FORM BID # '20/24/B

EXCEPTIONS TO SPECIFICATIONS

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

Bidder must check one of the following:

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

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

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

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

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

WARRANTIES

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

State name, address and phone number of nearest authorized maintenance representative:

DELIVERY

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

Date of delivery after notice to proceed:

Notice to Proceed within 2 weeks of PO generation.
Delivery date to be determined, based on City needs.

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

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

BIDDER'S:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

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A.6. BID SUBMITTAL

NAME _____

ADDRESS _____

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

The undersigned proposes to furnish and deliver all the material and labor to do all the work required in the pavement restoration for the **City-Wide Water Utility Pavement Restoration Contract, CIP # 3056 RFB#'20/24/B**, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form in the quantities set forth and under the schedule set in specific Work Orders (WO)s written at the time of need.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within one (1) week of receipt of Work Order or emergency call out, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

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

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

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for two years from the final completion acceptance date. The undersigned will be notified

prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.

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

Signature-Title

(Corporate Seal)

Corporate Name

Address

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

Corporation organized under the laws of the State of

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

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

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau Enforcement Labor Fund Registration Number, on work over \$5,000 must be listed on Subcontractor listing.]

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A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: _____

_____ hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue Room 122
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **City-Wide Water Utility Pavement Restoration Contract, CIP # 3056**

Bid No. '20/24/B

1. The bidders have familiarized themselves with the existing conditions of the project affecting the cost of the work and with the contract documents which includes:
 - Advertisement for Bids
 - Instructions For Bidders
 - Bid Submittal and other required bid forms as listed herein
 - Agreement
 - Form of Performance Bond
 - Form of Labor and Material Payment Bond
 - Technical Exhibits and all other Project Manual Documents

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

Bidder agrees to perform all of the work as described in the specifications and forth in the Work Order for the following unit prices:

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EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	UNIT PRICE	AMOUNT
100020	Asphalt Pavement Removal & Disposal, < 2"	SY	200		\$
100025	Asphalt Pavement Removal & Disposal, 2"- 6"	SY	200		\$
100030	Concrete Pavement Removal & Disposal, < 2"	SY	10		\$
100035	Concrete Pavement Removal & Disposal, 2"- 6"	SY	10		\$
100040	Concrete Curb and Gutter Removal & Disposal	LF	25		\$
100045	Concrete Sidewalk Removal & Disposal	SY	10		\$
100050	Replace Asphalt Street Pavement w/o Laydown Machine, < 2"	SY	100		\$
100052	Replace Asphalt Street Pavement w/o Laydown Machine, 2"- 6"	SY	150		\$
100054	Replace Asphalt Street Pavement with Laydown Machine, < 2"	SY	5		\$
100056	Replace Asphalt Street Pavement with Laydown Machine, 2"- 6"	SY	150		\$
100058	Replace Asphalt Street Pavement with Temporary Cold Mix, < 2"	SY	50		\$
100060	Replace Asphalt Street Pavement with Temporary Cold Mix, 2"- 6"	SY	5		\$
100070	Replace Concrete Street Pavement, < 2"	SY	25		\$
100072	Replace Concrete Street Pavement, 2"- 6"	SY	10		\$
100075	Replace Concrete Curb & Gutter	LF	5		\$
100080	Replace Concrete Sidewalk	SY	5		\$
100082	Install/Replace Concrete Valve Collar	EA	5		\$
100085	Replace Gravel Surface, 0"- 2"	CY	50		\$
100087	Replace Gravel Surface, 2"- 4"	CY	50		\$
100090	Base Course/Gravel (crushed or landscape), < 3"	SY	150		\$
100092	Base Course/Gravel (crushed or landscape), 3 - 6"	SY	150		\$
100094	Blade, Shape and Compact non-Asphalt Road	SY	200		\$
100095	Hot-Poured Crack Sealing	LB	100		\$
100097	Slurry Seal	SY	750		\$
100100	Materials Mark-Up Over Invoice	%	\$2,500		\$
100105	Traffic Control Mark-Up Over Invoice	%	\$1,500		\$
100110	Street-Cut Permits	%	\$150		\$
100115	Project Signs	EA	2		\$
100120	Materials Testing	%	\$250		\$
100125	Cold Milling, Class 1, 2"- 6"	SY	1		\$
100130	Cold Milling, Class 2, 2"- 6"	SY	1		\$
100135	Cold Milling, Class 3, 2"- 6"	SY	1		\$
100140	Cold Milling, Class 4, 2"- 6"	SY	750		\$
100145	Cold Milling, Class 5, 2"- 6"	SY	1		\$
100150	Milling Concrete Curb	LF	5		\$
100155	Milling Concrete for Inlays	EA	1		\$
100160	Concrete Surface Milling, 2"- 6"	SY	5		\$

Total: \$

2. Bidder has bid on all items.
3. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.
4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

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

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

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

http://www.santafenm.gov/bids_rfps

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

5. The Bidder agrees to commence work under this Contract within one (1) week after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and as specified in the Work Order which fully describes the project, and complete the project within the time provided on the Work Order. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.
6. Security in the sum of five (5) percent of the amount bid in the form of (check one):
 _____ Bid Bond _____ Certified Check
 is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Bid Security
- EEO-1
- Certification of Non-Segregated Facilities
- Non-Collusion Affidavit for Prime Bidder
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)
- The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.
- Notice to Contractors

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

ONE COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder _____

By: _____

(Signature)

Title: _____ #

Date: _____

Official Address: _____

Telephone No. _____

New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

New Mexico State Residence Preference Certificate Number, if any:

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A.8. 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 _____, 2020, (Bid No. '20/24/B) for the execution of the CITY-WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, CIP # 3056, 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. 2020.

BIDDER

By: _____
PRINCIPAL

(SEAL)

WITNESS

By: _____
SURETY

WITNESS

Title: _____

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A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPURTUNITY

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 or print)

SIGNATURE

DATE

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A.10. CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

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A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

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A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

A.13. SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.
- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.14. SUBCONTRACTOR LISTING

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

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

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

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

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

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

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

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

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

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

B. CONTRACT DOCUMENTS

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B.1. CONSTRUCTION AGREEMENT

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CITY OF SANTA FE
CONSTRUCTION/ENGINEERING CONTRACT
REQUEST FOR BIDS

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform all the work required by the Contract Documents for THE CITY OF SANTA FE PROJECT, CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: furnishing all equipment, labor and materials for the replacement of pavement, concrete curb & gutter concrete sidewalk, concrete valve collars and other incidental work such as adjusting valve collars and traffic control all as required to restore the driving, walking and drainage infrastructure, in accordance with the drawings, specifications, and other Contract Documents. Contractor shall begin work within a week of Work Order or call-out.

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

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____dollars (\$_____) in FY2021 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2021 totaling _____(\$_____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____(\$) in FY2021.**

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____dollars (\$_____) in FY2022 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2022 totaling _____(\$_____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____(\$.) in FY2022.**

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____dollars (\$_____) in FY2023 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2023

totaling _____ (\$ _____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____ (\$) in FY2023.**

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FY2024. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2024 totaling _____ (\$ _____) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____ (\$) in FY2024.**

B. Payment in FY2021, FY2022, FY2023, and FY2024 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest: Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

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

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

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

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

20. Workers Compensation.

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

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

22. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

To the City:
City of Santa Fe
Water Division
801 W San Mateo
Santa Fe, New Mexico 87504

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

29. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

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

MDM

MDM (May 4, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200

Business Unit Line Item

B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

(here insert the name and address or legal title of the Contractor)
as Principal, hereinafter called Contractor, and

(here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of

_____ DOLLARS,

(\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 2020, entered into a contract with the City of Santa Fe for the CITY-WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, CIP # 3056, RFB '20/XX/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

- a. Complete the contract in accordance with its terms and conditions or;
- b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost

of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

SIGNED AND SEALED ON _____, 2020.

Notary Public

My Commission Expires:

Contractor – Principal

By: _____

Title: _____

Approved as to form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

B.3. LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

(here insert the name and address or legal title of the Contractor)
as Principal, hereinafter called Principal, and

(here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of _____
DOLLARS, (\$_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated _____, 2020, entered into a contract with the City of Santa Fe for the City-Wide Water Utility Pavement Restoration Contract, CIP # 3056, RFB '20/XX/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, than this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED ON _____, 2020.

In presence of:

Notary Public

My Commission Expires:

Name of Company

By: _____

Title: _____

Surety

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

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C. TECHNICAL EXHIBITS

Technical Exhibits as listed below are hereby made a part of the Contract Documents.

EXHIBIT I – WAGE RATES (TYPICAL PREVAILING WAGE RATES – TYPE “A”)

EXHIBIT II – CITY OF SANTA FE LIVING WAGE ORDINANCE

EXHIBIT III – NOT USED

EXHIBIT IV – WORK DESCRIPTION WITH MEASUREMENT & PAYMENT

EXHIBIT V – GEOTECHNICAL REPORT– NOT USED

EXHIBIT VI – SPARE PARTS & EQUIPMENT– NOT USED

EXHIBIT VII – CONSTRUCTION DRAWINGS– NOT USED

EXHIBIT I – WAGE RATES (TYPICAL PREVAILING WAGE RATES – TYPE “A”)



TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING
Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	6.81
Carpenter/Lather	24.63	11.24
Carpenter- Los Alamos County	27.80	13.19
Cement Mason	17.42	6.81
Ironworker	27.00	15.75
Painter- Commercial	17.00	6.88
Plumber/Pipefitter	30.78	11.62
Electricians- Outside Classifications:		
Zone 1		
Ground man	23.27	12.67
Equipment Operator	33.38	15.35
Lineman/ Technician	38.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications:		
Zone 2		
Ground man	23.27	12.67
Equipment Operator	33.38	15.35
Lineman/ Technician	38.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications:		
Los Alamos		
Ground man	23.94	12.85
Equipment Operator	34.35	15.60
Lineman/ Technician	40.41	17.21
Cable Splicer	44.45	18.28
Laborers		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
Operators		



Group I	18.79	6.34
Group II	19.72	6.34
Group III	19.82	6.34
Group IV	19.93	6.34
Group V	20.03	6.34
Group VI	20.21	6.34
Group VII	20.37	6.34
Group VIII	20.66	6.34
Group IX	28.16	6.34
Group X	31.41	6.34
Truck Drivers		
Group I-IX	16.45	7.87

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

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

EXHIBIT II – CITY OF SANTA FE LIVING WAGE ORIDNANCE






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, 2020 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.10 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.

EXHIBIT IV – WORK DESCRIPTION WITH MEASUREMENT & PAYMENT

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

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

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

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

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

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

Replace Concrete Street Pavement: Payment for replacing concrete street pavement shall be made at the unit price per square yard for less than or equal to 2" and greater than 2" through 6" in thickness. Payment for replacing concrete street pavement greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. paving an 8" thickness paid at the unit price X 1.33). Work shall include preparing sub grade, furnishing and installing sub base and base pavement course(s), cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work, such as adjusting valve cans. In areas where colored concrete is required, additional costs shall be considered an incidental expense. **Note: all valve cans shall be raised/adjusted to final grade before the final concrete placement.**

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

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

Install/Replace Concrete Valve Collar: Payment for concrete valve collar shall be made at the unit price, installed to City of Santa Fe Water Division Specifications. Work shall include preparing sub grade, preparing forms, installing a reinforced, nominal 18-inch radius octagonal concrete valve collar, and cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work. In areas where colored concrete is required, additional costs shall be considered an incidental expense.

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

Base Course/Gravel (crushed or landscape): Payment for base course shall be made at the unit price per square yard for 0" through 3" in thickness and 3" through 6" in thickness installed within specified limits. Payment for placing base course/gravel

greater than 6" in thickness shall be made at the unit price times the actual thickness in inches divided by 6 inches (e.g. placing a 9" thickness paid at the unit price X 1.50). Work shall include grading, preparing sub grade, installing base course, cleaning-up and removing and disposing of any excess materials and any incidental items required to complete the Work.

Blade, Shape and Compact non-Asphalt Road: Payment for blading, shaping and compacting any non-asphalt road surface shall be made at the unit price per square yard. Work shall include all necessary labor and equipment, incidental items and clean-up.

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

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

SLURRY SEAL SPECIFICATIONS

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

1.0 DESCRIPTION

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

2.0 MATERIALS

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

2.1 ASPHALTIC EMULSION

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

2.2 WATER

WATER USED IN THE SLURRY SEAL SHALL BE CLEAR AND FREE FROM OIL, SALT, VEGETABLE MATTER, OR OTHER DELETERIOUS MATERIAL. WATER SHALL NOT HAVE A PH VALUE OF LESS THAN 4.5 OR MORE THAN 8.5, AS DETERMINED BY AASHTO T20 PRIOR TO ITS USE. SULFATE CONTENT, SUCH AS SO₄, SHALL NOT EXCEED ONE THOUSAND PARTS PER MILLION.

2.3 AGGREGATE

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

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

2.4 MINERAL FILLERS

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

2.5 MIXED DESIGN REQUIREMENTS

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

- (A) AGGREGATE GRADATION
- (B) ADDITIVE TO BE USED IF NEEDED; PERCENTAGE BY WEIGHT OF AGGREGATE
- (C) ASPHALT PERCENTAGE AND TYPE
- (D) SAND EQUIVALENT OF AGGREGATE
- (E) SETTING TIME (40 MINUTE MAX)
- (F) WATER RESISTANCE TEST RESULTS; PASS OR FAIL
- (G) RESULTS OF WET TRACT ABRASION TEST (MAX LOSS OF 75 GRAMS PER SQ FT.)

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

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

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

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

2.6 ADDITIVES

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

2.7 STABILITY

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

3.0 CONSTRUCTION

3.1 WEATHER LIMITATIONS

NO SLURRY SEAL SHALL BE APPLIED:

- (A) WHEN THERE IS A POSSIBILITY THAT THE FINISHED PRODUCT WILL FREEZE BEFORE IT CURES COMPLETELY.
- (B) WHEN THE PAVEMENT OR AIR TEMPERATURE IS 55 DEGREES F OR BELOW AND FALLING, BUT MAY BE APPLIED WHEN BOTH AMBIENT TEMPERATURE AND PAVEMENT TEMPERATURE ARE 45 DEGREES F OR ABOVE AND RISING.
- (C) IN THE PERIOD FOLLOWING A RAIN WHILE FREE WATER REMAINS ON THE SURFACE TO BE COATED.
- (D) DURING PERIOD OF ABNORMALLY HIGH HUMIDITY OR WHEN RAIN MAY BE FALLING WITHIN THREE HOURS.

3.2 EQUIPMENT

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

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

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

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

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

3.3 SURFACE PREPARATION

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

3.4 APPLICATION OF SLURRY SEAL

WHEN FOGGING IS REQUIRED BY THE ENGINEER, THE EXISTING SURFACE SHALL BE FOGGED WITH WATER IMMEDIATELY PRECEDING THE SPREADER. WATER USED IN THE PRE-WETTING SHALL BE APPLIED SUCH THAT THE ENTIRE SURFACE IS DAMP WITH NO

APPARENT FLOWING WATER IN FRONT OF THE SLURRY BOX. THE RATE OF THE APPLICATION OF THE FOG SPRAY SHALL BE ADJUSTED DURING THE DAY TO SUIT TEMPERATURES, SURFACE TEXTURE, HUMIDITY, AND DRYNESS OF THE PAVEMENT SURFACE.

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

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

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

3.5 TESTING

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

3.6 ROLLING

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

4.0 METHOD OF MEASUREMENT

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

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

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

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

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

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

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

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

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

1. Bituminous Surfaces:

- a. Cold Milling, Class 1. The surface shall be milled to remove surface irregularities, including longitudinal wheel ruts. When milling is finished, there shall be no evidence of longitudinal wheel ruts. Milling to specified transverse slope will not be required. Milling will include inlays to meet fixed elevations where shown in the Work Order.
- b. Cold Milling, Class 2. The surface shall be milled to remove surface irregularities and to attain the slope shown in the Work Order. Milling will include inlays to meet fixed elevations where shown in the Work Order.
- c. Cold Milling, Class 3. The surface shall be milled to a uniform depth shown in the Work Order.
- d. Cold Milling, Class 4. The entire depth of existing surfacing shall be milled to the underlying base or subgrade. Approximately 1 inch of existing surfacing may (at the Engineer's request) be left in place to serve as a working platform.
- e. Cold Milling, Class 5. Irregular sections of surfacing shall be milled as shown in the Work Order.

2. Concrete Surfaces:
 - a. Milling Concrete Curb. Concrete curbs shall be milled to a uniform depth shown in the Work Order.
 - b. Milling Concrete for Inlays. Concrete surfaces shall be milled to create an area to place an asphaltic concrete inlay.
 - c. Concrete Surface Milling. The concrete surface shall be milled to the depth specified in the Work Order.
3. Material Requirements:
 - a. Essentially all of the milled material shall be pulverized to pass a 2-inch sieve.
 - b. The Contractor shall not include any underlying material in the millings.
4. Equipment:
 - a. The milling shall be done with a commercially manufactured machine able to perform this work to the Engineer's satisfaction. The milling machine shall be self-propelled and shall have sufficient power, traction, and stability to maintain an accurate depth of cut. Pavement removal by scarifying, blading, or heating will not be allowed as milling.
 - b. The cold milling machine shall be equipped with automatic controls for establishing profile grades at each edge of the machine. The reference shall be the existing pavement grade.
 - c. Broken, missing or worn teeth shall be replaced if the machine is unable to maintain the surface texture requirements.
 - d. The machine shall be equipped with a loading elevator to remove the milled material from the roadway surface.
 - e. The machine shall be equipped with a means to effectively control dust generated by the cutting operation.
5. Construction Methods:
 - a. If milling results in a vertical longitudinal face greater than 1-inch in depth between lanes, milling shall be performed on the adjacent lane in the same day.
 - b. Transitions between milled and un-milled surfaces will be feathered either by milling or with wedges of bituminous material (maximum slope 1 horizontal to 4 vertical).
 - c. Surfacing material that cannot be removed by cold milling equipment because of physical or geometric constraints shall be removed by other methods as approved by the Engineer.
 - d. The surface shall be swept of milled material at the end of the work day, **every day**.
 - e. Contractor shall haul milled material to the Transmission and Distribution yard at 801 W. San Mateo Road, Santa Fe, New Mexico, unless notified by Engineer.
6. Method of Measurement
 - a. As shown on "Exhibit I – Fixed Unit Price Schedule", each class of cold milling will be measured as shown in the table for a normal pavement depth of 2-inches to 6-inches in square yards removed for asphalt pavement removal, in

linear feet for milling concrete curbs, milling concrete for inlays will be measured per inlay, and concrete surface milling will be measured for a normal pavement depth of 2-inches to 6-inches in square yards removed.

- b. If for asphalt or concrete milling the depth removed is different than the “normal” the measurement will be adjusted as shown. The actual depth removed will be divided by six inches (6”) and that ration will be multiplied by the unit price (for example if 10-inches of asphalt is milled, $10/6 = 1.67$ and the unit rate would be multiplied by 1.67, if 1-inch of concrete was milled, $1/6 = 0.17$ and the unit rate would be multiplied by 0.17). Work shall include milling as marked, removing and transporting milled pavement and any incidental items required to complete the Work.
- c. Roadways are measured in square yards, with the accuracy measured to the ± 0.1 square yard.
- d. Traffic control is paid under its own line item.
- e. Inlays are considered to be incidental.