

City of Santa Fe

Invitation to Bid

600C (CWSRF 088)-Erosion Control and Bank

Repair at Arroyo de Los Chamisos North Fork

Sites 1 & 2

ITB # 23/19/B

NIGP Commodity Codes:

92682, 91327, 91345, 90961

Bid Due Date and Time:

January 17, 2023 at 2:00 p.m.

(MTS/MTD)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: _____ Address: _____
dba (if applicable): _____
Co. Email: _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder’s Delivery: _____ (May be considered in the award)

Authorized Signature: _____
Signatory Email: _____

Print or type name: _____
Phone No: _____

**** It is the Bidder’s responsibility as a bidder to ensure your bid is correct and accurate. It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically via email @ [purchasing ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov) by the deadline set forth in this ITB. It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically, such electronic submissions will be considered sealed bids in accordance with statute. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.***

If an amendment is processed to amend the scope of work or specifications after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.

Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and recorded in their own email for their own records. The City of Santa Fe will not guarantee that a response email will be sent to the Bidder upon submission, however, every effort to acknowledge that the bid was received timely will be made. NO LATE BID CAN BE ACCEPTED.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. ____ Dated: _____ Amendment No. ____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

TERMS AND CONDITIONS

(Unless otherwise specified)

- 1. General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created. By signing the bid, bidder agrees to all terms and conditions of the bid and resulting contract.
- 2. Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
- 3. City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 4. Discounts:** Prompt payment discounts will not be considered in computing the low bid.
- 5. Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
- 6. Commercial Warranty:** The Bidder agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Bidder gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

8. **Packing, Shipping, and Invoicing:**

a. The City's purchasing document number and the Vendor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Bidder as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.

10. **Non-Collusion:** In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.

11. **Nondiscrimination:** Bidder doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

12. **Penalties:** 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 bribes, gratuities, and kickbacks.

13. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Vendor, within thirty (30) days from the date the City receives written notice from the Bidder that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Bidder within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Bidder at the rate of 1.5 % per month. Bidder may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Bidder agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Bidder fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Bidder Personnel:** Personnel proposed in the Bidder's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Bidder without prior written consent of the Requesting Department.

Replacement of any Bidder personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Bidder will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Bidder's personnel at any time.

17. **Records and Audit:** The Bidder shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this 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 Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

18. **Subcontracts:** The foregoing requirements for Bidder Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime Bidder to the subcontractor.

19. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, are the Statutes followed for this solicitation.

DEFINITION OF TERMINOLOGY:

"Authorized Purchaser" means an individual authorized by the City of Santa Fe, Purchasing Department, to place orders against an awarded contract/price agreement.

"Award" means the final execution of the agreement documents.

"Business Hours" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

"Central Purchasing Office" means the office responsible for the control of procurement of items of tangible personal property, services or construction.

"CFR" means Code of Federal Regulations.

"Chief Procurement Officer" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.

"City" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"Confidential" means confidential financial information concerning Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may not be labelled as confidential: Bidder's submitted Cost bid response, and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means a successful Bidder or who enters into a binding contract/price agreement with the City of Santa Fe

“Deliverable” means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

“Department” means the Department within the City of Santa Fe.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers", identify a desirable or discretionary item or factor.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Electronic Submission” means a successful submittal of Bidder’s Bid.

“Final Award” means, in the context of this Invitation to Bid and all its attendant documents, the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

“Mandatory” the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder's Bid.

“Minimum” a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

“Minor Irregularities” means anything in the Bid that does not affect the price, quality and/or quantity, or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Bidder.

“Responsible Bidder” means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Bid.

“Responsive Bidder” means a bid which conforms in all material respects to the requirements set forth in the Invitation to Bids. Material respects of an invitation to bid include, but are not limited to price, quality, quantity or delivery requirements.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders’ company.

“Statement of Concurrence” means an affirmative statement from the Bidder to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Bidders Bid. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.).

“Vendor” means a person or entity representative party to the supply chain of goods and services available to companies or consumers typically used to describe the entity that have provided goods or services rather than the manufacturer of the goods or services itself.

IMPORTANT BIDDING INFORMATION:

Submission of Bid: Due Date – January 17, 2023 at 2:00 P.M. (MST/MDT) at which time the Bids will be recorded as received and opened.

Solicitation packets are available at the following website: https://www.santafenm.gov/bids_rfps

Bids to be delivered to:

Submissions of all Invitation to Bids must be accomplished via email to: [purchasing ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov).

All Bids received after the due date and time will be rejected and an email will be sent informing the Bidder of the rejection.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the Procurement Manager whose name is listed below, or his/her designee in writing to the following information:

Name: Zoe Issacson
Contact Number: 505-955-6853
Email: zrisaacson@santafenm.gov

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

CPO designee contact information is:
JoAnn Lovato
Chief Procurement Officer
City of Santa Fe
jdlovato@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

PRE-BID CONFERENCE: The Pre-Bid conference will be accomplished through a Zoom meeting as follows:

Date: Friday, December 23, 2022
10:00 AM Mountain Time (US and Canada)

Join Zoom Meeting @:
<https://santafenm-gov.zoom.us/j/86373796006>

Meeting ID: 863 7379 6006
One tap mobile
+13462487799,,86373796006# US (Houston)
+16694449171,,86373796006# US

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 646 931 3860 US
+1 689 278 1000 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US

Meeting ID: 863 7379 6006
Find your local number: <https://santafenm-gov.zoom.us/u/kbZWBZi7ck>

BID OPENING: The Bid opening will be accomplished through a Zoom meeting as follows:

Date: Tuesday, January 17, 2023
Time: 2:00 PM Mountain Time (US and Canada)

Join Zoom Meeting @:
<https://santafenm-gov.zoom.us/j/81793400987>

Meeting ID: 817 9340 0987
One tap mobile

+12532158782,,81793400987# US (Tacoma)
+13462487799,,81793400987# US (Houston)

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US

Meeting ID: 817 9340 0987

Find your local number: <https://santafenm-gov.zoom.us/j/81793400987>

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest Yes financial interest

If yes specify by name: _____

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" Bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Bid tabulations: Bid tabs will be posted to our website after the bid opening date. To access go to [https://www.santafenm.gov/bid tabulations](https://www.santafenm.gov/bid_tabulations)

AWARDS:

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

STATEMENT OF WORK:

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions:

The awarded Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term;

The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department; and

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

SPECIFICATIONS:

The City of Santa Fe is seeking bids for the Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork – Site 1 and Site 2.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm. Please see the attached plan for more detail.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events. Please see the attached plan set for more detail.

The Requesting Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

BID EVALUATION AND AWARD

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

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

Term:

The term of this agreement shall be awarded for a two (2) year term from date of award with an option to renew for up to one (1) additional year, by mutual agreement of all parties and approval of the CPO of the City of Santa Fe, at the same prices, terms and conditions. This Agreement shall not exceed three (3) years.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with City and state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable City and state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us> . The requesting Department will request a wage rate determination from the DWS for each project that is \$60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The requesting Department may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Bonds:

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 shall become binding on the parties upon the execution of the contract. If a 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 [13-1-28 NMSA 1978] in the following manner:

- 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

- 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.

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the City reserves the right to issue multiple awards to obtain the items listed. Award will be made to meet the best interests of the City of Santa Fe.

Tax Note:

Prices submitted by the Bidder shall not include State Gross Receipts Tax (GRT) or Local Option Tax.

Applicable NMGRT rate will be applied and paid as determined by NM Taxation and Revenue Department at time of service.

The Awarded Vendor(s) shall add applicable NM GRT or Local Option Tax to their invoice at the current rates at the time of service as a separate line item to be paid by the user.

Escalation / Reduction Clause:

Awarded Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Awarded Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

Insurance Requirements:

The Awarded Contractor shall procure and maintain at the Awarded Vendor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business

in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Awarded Vendor, the Awarded Vendor's agents or employees, or by sub-contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and sub-contractors therefrom.

Bidding Information:

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for goods and/or services provided. It is understood that the Bidder providing said goods and/or services to the City of Santa Fe is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent Contractor and not an employee of the City of Santa Fe. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an “all or none” bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

PRICE SCHEDULE:

Price Schedule:

Site 1:

	Approx. QTY	Unit	Article and Description	Unit Price
1	15	C.Y.	UNCLASSIFIED EXCAVATION	\$
2	5	C.Y.	EMBANKMENT FILL	\$
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$
4	13	C.Y.	WIRE ENCLOSED RIP RAP	\$
5	81	C.Y.	GABIONS	\$

6	20	L.F.	MULCH SOCKS	\$
7	1	L.S.	SWPP PLAN PREPARATION / LEW	\$
8	1	L.S.	MOBILIZATION	\$
9	1	L.S.	TRAFFIC CONTROL	\$
10	1	L.S.	ASBUILT DRAWINGS	\$
11	1	L.S.	CONSTRUCTION STAKING	\$
12	1	L.S.	CONSTRUCTION TESTING	\$

Base Bid – New wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm work and required coordination as per the attached plans for Site 1 Construction Documents, exclusive of Gross Receipts Tax:

_____ (\$ _____)

Site 2:

Item	Approx. QTY	Unit	Article and Description	Unit Price
1	270	C.Y.	UNCLASSIFIED EXCAVATION	\$
2	125	C.Y.	EMBANKMENT FILL	\$
3	75	S.Y.	BASECOURSE TYPE II – 6”	\$
4	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$
5	105	C.Y.	WIRE ENCLOSED RIPRAP	\$
6	615	C.Y.	GABIONS	\$
7	40	L.F.	MULCH SOCKS	\$
8	1	L.S.	SWPP PLAN PREPARATION / LEW	\$
9	1	L.S.	MOBILIZATION	\$
10	1	L.S.	TRAFFIC CONTROL	\$
11	1	L.S.	ASBUILT DRAWINGS	\$
12	1	L.S.	CONSTRUCTION STAKING	\$
13	1	L.S.	CONSTRUCTION TESTING	\$

Base Bid - Repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator as per the attached plans for Site 2 Construction Documents, exclusive of Gross Receipts Tax:

_____ (\$ _____)

CITY OF SANTA FE
CONSTRUCTION CONTRACT
INVITATION TO BID ONLY

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

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2022.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number ‘23/19/B). The work designated 600C (CWSRF 088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

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

- B. Project:
- C. City Department:
- D. Distribution:
 - City _____
 - Contractor _____
 - Engineer _____
 - Architect _____

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed _____ dollars (\$AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	\$
Gross Receipts Tax (8.3125%)	\$
<i>Base Bid plus NMGRT</i>	\$

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

B. Payment in future fiscal years 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 three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

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 Cityship 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 NMSA 1978, sec. 38-3-2. 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 as 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.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

To the City: Zoe Isaacson
1142 Siler Rd Bldg. C
Santa Fe, NM 87501
zrisaacson@santafenm.gov

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.

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), 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.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30 day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. 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 illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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:

CITY MAYOR/MANAGER

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY’S OFFICE (INVITATION TO BID ONLY):

Marcos Martinez
Marcos Martinez (Dec 2, 2022 08:13 MST)

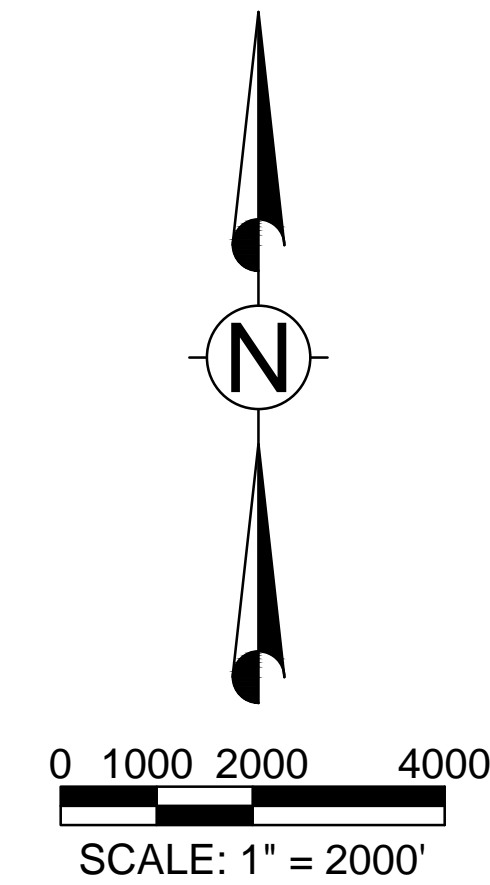
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

2310411/572970
Org. Name/Org#

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1



PREPARED FOR:
CITY OF SANTA FE
PUBLIC WORKS DEPT.
500 Market Station, Suite 200
Santa Fe, NM 87501

SANTA FE, NEW MEXICO
LYING WITHIN SECTION 4
T16N, R09E NMPM

**JUNE
2022**

APPROVED BY CITY OF SANTA FE

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

REVIEWED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION

HISTORIC PRESERVATION DIVISION _____ DATE _____

APPROVED BY CITY OF SANTA FE

CITY ROADWAY AND TRAILS DIVISION DIRECTOR _____ DATE _____

APPROVED BY CITY OF SANTA FE MAYORS'S COMMITTEE ON DISABILITY

CITY ADA COORDINATOR _____ DATE _____



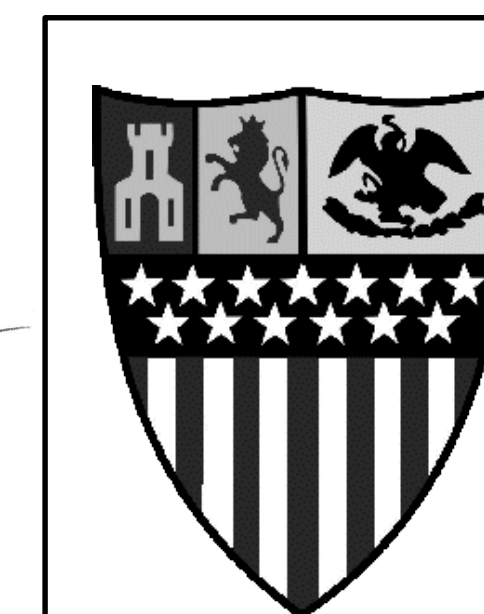
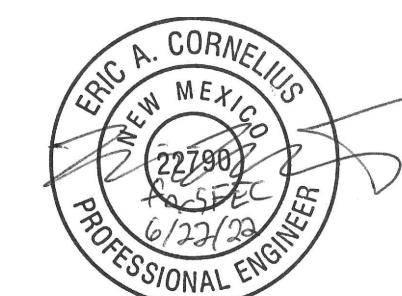
REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE
APPROVAL OF REVISIONS							
		CITY OF SANTA FE		APPROVED FOR CONSTRUCTION			
				CITY ENGINEER _____ DATE _____			
COVER		SHEET 1-1					

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, NM 87505
(505) 982-2845 - Phone
(505) 982-2641 - Fax
<http://www.SFENGR.com>

INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
1-1	COVER SHEET
1-2	INDEX OF SHEETS
2-1	SITE PLAN
2-2	GEOMETRICS PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
4-1 TO 4-3	GENERAL NOTES
5-1	GRADING AND DRAINAGE PLAN
5-2	POND SECTIONS
5-3	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN

INDEX OF STANDARD DRAWINGS			
SHEET NUMBER	DESCRIPTION	REVISION DATE	SERIAL
6-1	WIRE ENCLOSED RIPRAP CLASS "A"	11/16/2009	602-01-1/1
6-1	GABION BASKET DETAILS	1/9/2013	602-05-1/2
6-1	GABION RETAINING WALL DETAILS	1/9/2013	602-05-2/2
6-2	TESCM DETAILS	11/29/2004	603-01-1/7 TO 603-01-4/7
6-3	TESCM DETAILS	11/29/2004	603-01-5/7 TO 603-01-7/7

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			



EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

INDEX OF SHEETS

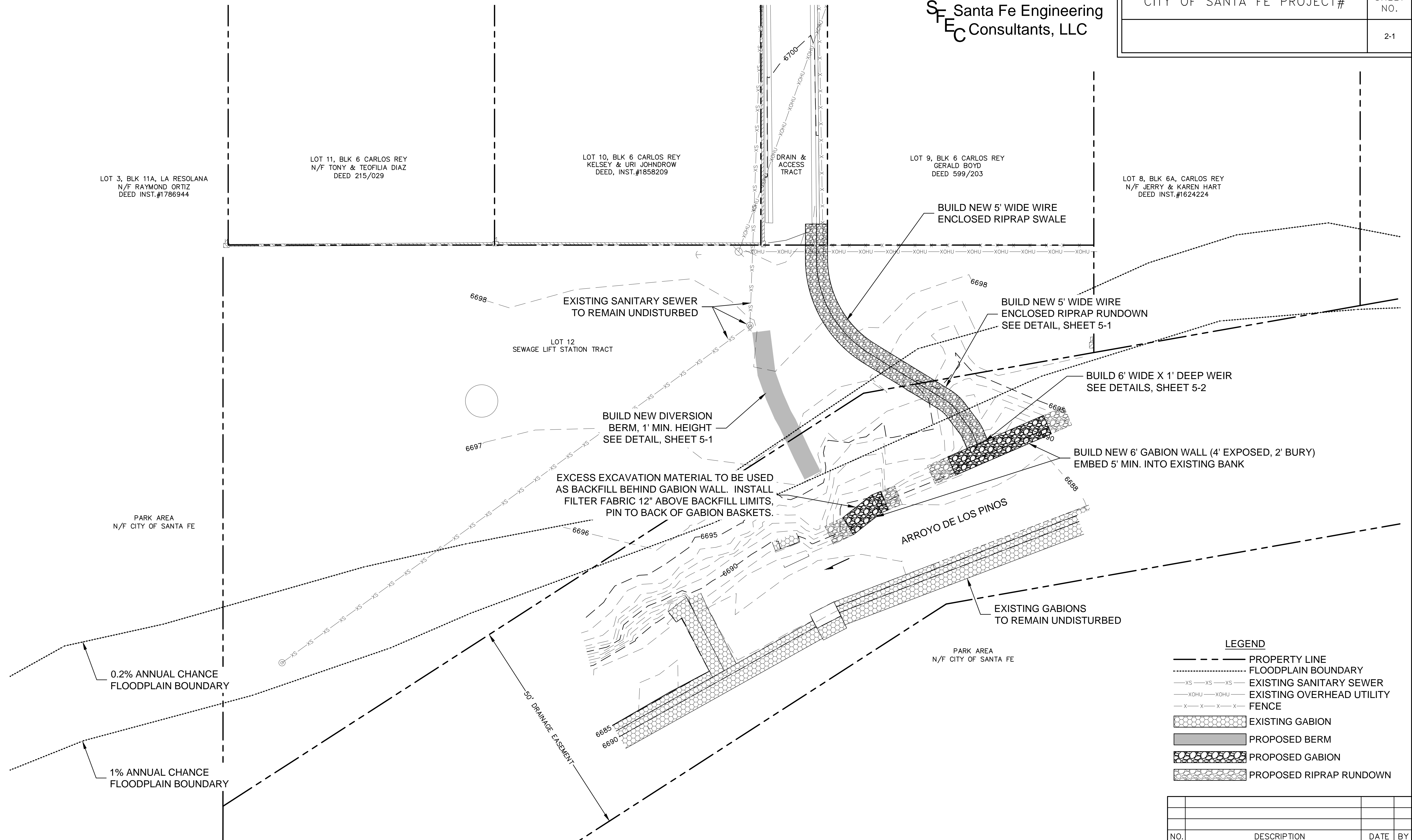
LOT 3, BLK 11A, LA RESOLANA
 N/F RAYMOND ORTIZ
 DEED INST.#1786944

LOT 11, BLK 6 CARLOS REY
 N/F TONY & TEOFILIA DIAZ
 DEED 215/029

LOT 10, BLK 6 CARLOS REY
 KELSEY & URI JOHNDROW
 DEED, INST.#1858209

LOT 9, BLK 6 CARLOS REY
 GERALD BOYD
 DEED 599/203

LOT 8, BLK 6A, CARLOS REY
 N/F JERRY & KAREN HART
 DEED INST.#1624224



PARK AREA
 N/F CITY OF SANTA FE

0.2% ANNUAL CHANCE
 FLOODPLAIN BOUNDARY

1% ANNUAL CHANCE
 FLOODPLAIN BOUNDARY

50' DRAINAGE EASEMENT

ARROYO DE LOS PINOS

LEGEND

- PROPERTY LINE
- FLOODPLAIN BOUNDARY
- XS-XS-XS- EXISTING SANITARY SEWER
- XOHU-XOHU-XOHU- EXISTING OVERHEAD UTILITY
- X-X-X-X- FENCE
- [Pattern] EXISTING GABION
- [Pattern] PROPOSED BERM
- [Pattern] PROPOSED GABION
- [Pattern] PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

NOTE:

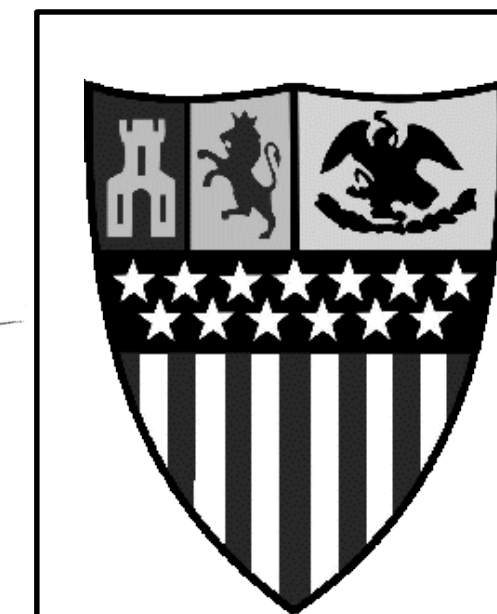
1. CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. SEE SHEET 4-3, SPECIAL NOTE 4.

SITE 1 IMPROVEMENTS INCLUDE:

- EARTHEN DIVERSION BERM
- GABION WALLS FOR SEDIMENTATION PONDS
- RIPRAP SWALE AND RUNDOWN



SITE PLAN
 SCALE: 1" = 10'



**EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 1**

SITE PLAN

LOT 3, BLK 11A, LA RESOLANA
 N/F RAYMOND ORTIZ
 DEED INST.#1786944

LOT 11, BLK 6 CARLOS REY
 N/F TONY & TEOFILIA DIAZ
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LOT 10, BLK 6 CARLOS REY
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LOT 9, BLK 6 CARLOS REY
 GERALD BOYD
 DEED 599/203

LOT 8, BLK 6A, CARLOS REY
 N/F JERRY & KAREN HART
 DEED INST.#1624224

N: 1691619.7986
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 E: 1718668.9138

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 E: 1718653.8693

PARK AREA
 N/F CITY OF SANTA FE

PARK AREA
 N/F CITY OF SANTA FE

0.2% ANNUAL CHANCE
 FLOODPLAIN BOUNDARY

1% ANNUAL CHANCE
 FLOODPLAIN BOUNDARY

50' DRAINAGE EASEMENT

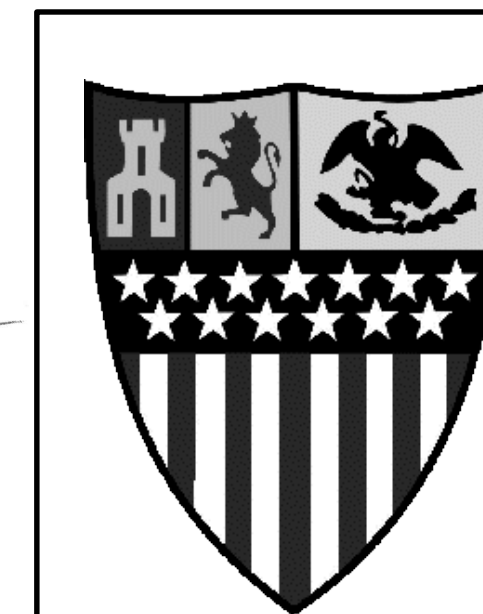
LEGEND

- PROPERTY LINE
- FLOODPLAIN BOUNDARY
- <->->- EXISTING SANITARY SEWER
- XOHU-XOHU- EXISTING OVERHEAD UTILITY
- x-x-x-x- FENCE

NOTE:
 AN AUTOCAD DRAWING WILL BE
 PROVIDED TO THE CONTRACTOR FOR
 DETAILED GEOMETRICS AND GRADING.



GEOMETRICS PLAN
 SCALE: 1" = 10'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 1

GEOMETRICS PLAN

TOPOGRAPHIC MAP
 SHOWING
SITE NF1
 ALONG THE ARROYO DE LOS CHAMISOS
 NORTH FORK/ ARROYO DE LOS PINOS
 PREPARED FOR
THE CITY OF SANTA FE

NOTES:
 ALL EASEMENTS AND DATA ARE TAKEN FROM REFERENCE DOCUMENTS #1. NO ADDITIONAL RESEARCH HAS BEEN PROVIDED NOR PERFORMED FOR THIS SURVEY.

SEE RECORDED PLATS FOR NOTES, RESTRICTIONS AND EASEMENTS. THIS PROPERTY IS SUBJECT TO VALID RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD.

THIS IS NOT A BOUNDARY SURVEY OR A RIGHT-OF-WAY SURVEY. APPARENT PROPERTY CORNERS, RIGHT-OF-WAY LINE, OR PROPERTY LINES AS SHOWN ARE DERIVED FROM RECORD SURVEY PLATS, RIGHT-OF-WAY MAPS, OR DEEDS REFERENCED HEREON AND ARE NOT GUARANTEED OR TO BE RELIED ON FOR THE ESTABLISHMENT OF PROPERTY LINES.

ALL UNDERGROUND UTILITIES ON THIS DRAWING ARE APPROXIMATE, LOCATED FROM A COMBINATION OF FIELD TIES OF SURFACE FEATURES, MARKINGS BY LOCATORS AND G.I.S. MAPS PROVIDED BY UTILITY COMPANIES. REFER TO NM811 TICKET 20M160423. THIS INFORMATION SHOULD NOT BE USED IN LIEU OF FIELD INSPECTIONS. CONTRACTOR OR OWNER IS RESPONSIBLE TO HAVE UTILITIES LOCATED AND POT-HOLED PRIOR TO DIGGING. CONTACT THE GOVERNING UTILITY PROVIDER FOR ADDITIONAL INFORMATION.

FLOOD ZONE:
 FLOOD DESIGNATION LOCATIONS ARE SHOWN HEREON FROM THE CITY OF SANTA FE'S ELECTRONIC G.I.S. FILES AND AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAPS (F.I.R.M.) #35049C0413E, EFFECTIVE DATE DEC. 04, 2012.

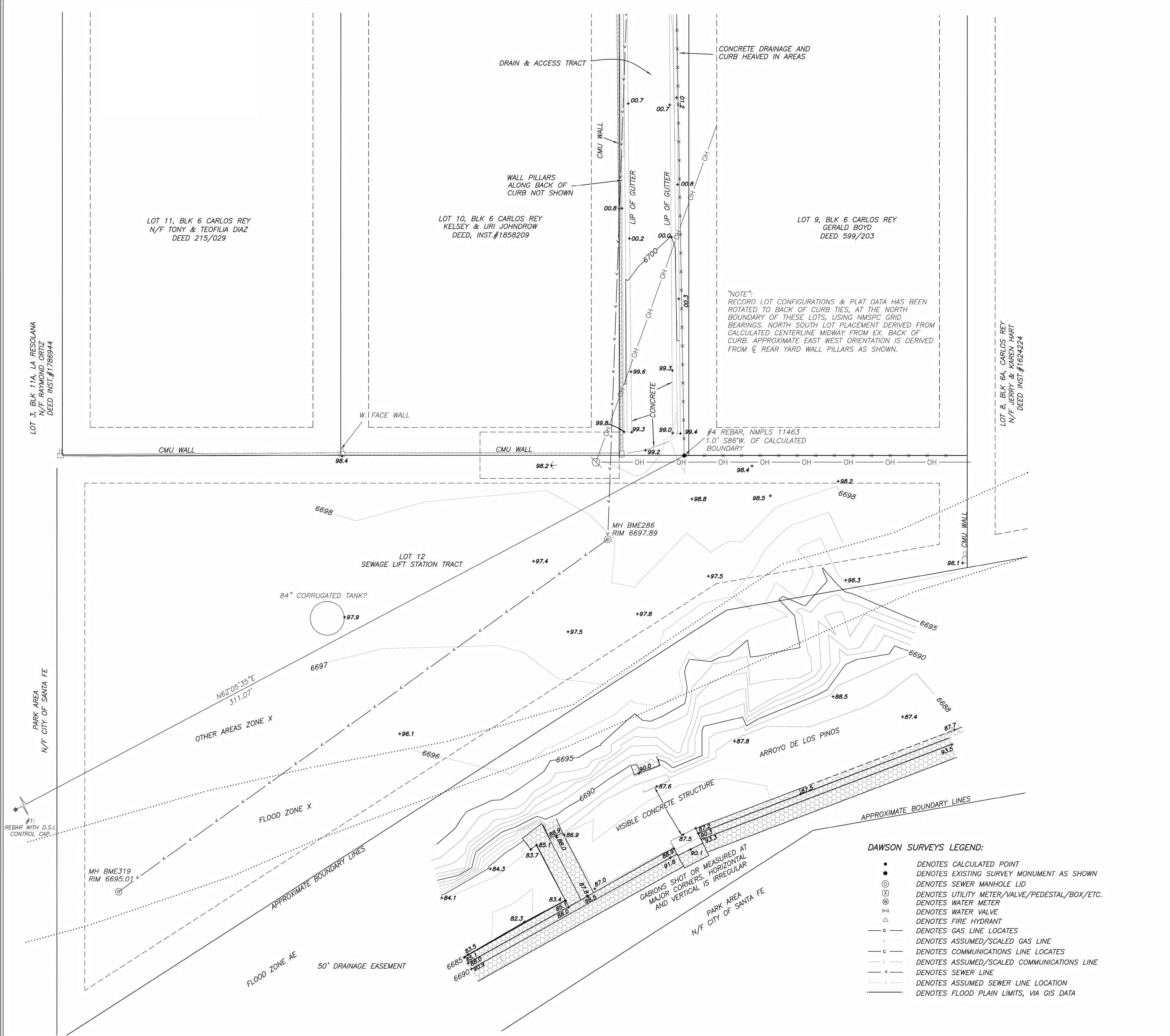
REFERENCE DOCUMENTS
 REPLAT OF BLOCKS 1, 6, & 7 CARLOS REY SUBDIVISION SANTA FE, NEW MEXICO, PREPARED BY DUANE L. LOGAN, PMPE & LS 2300, RECORDED AS DOCUMENT #242,029 IN PLAT BOOK 8 PAGE 154.

CONTROL DATUM
 USE OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF NAD83, CENTRAL ZONE PROJECTION WAS UTILIZED FOR THE BASIS OF THIS SURVEY; BEARINGS, DISTANCES AND COORDINATES ARE GRID. ELEVATIONS ARE NAVD88 GEOID '99.

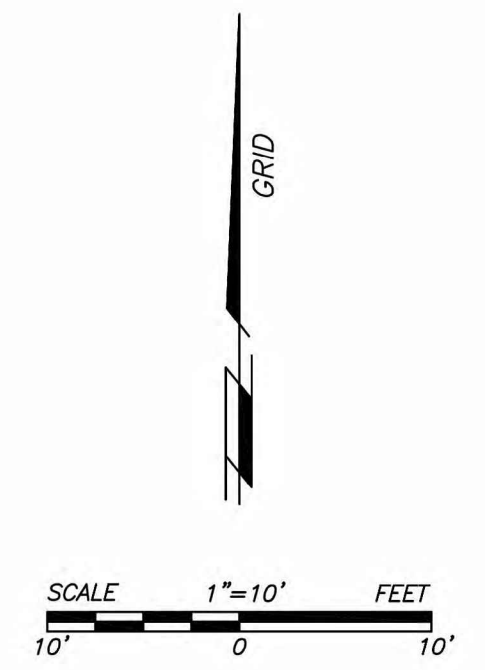
BASIS OF THE HORIZONTAL AND VERTICAL CONTROL ARE DERIVED FROM SANTA FE COUNTY GIS & NGS BLUE BOOK CONTROL MONUMENTS. DERIVED FROM STATIC OBSERVATION BASELINES FROM 1992 SANTA FE COUNTY CONTROL NETWORK.
 CONTROL COORDINATES, NMSPC NAD83/NAVD88('92)
 POINT NORTHING EASTING ELEV. ID LOCATION
 1, 1691469.409, 1719365.930, 6694.12, RBR, BOW AT PARK @ CAM. DEL GUSTO
 1005, 1689692.300, 1717371.736, 6660.00, SMH, CAM. CONSUELO TURNAROUND
 1008, 1689849.013, 1718823.471, 6696.70, SMH, CLL. PRINCESA JUANA & CALLE REINA
 1010, 1690600.074, 1720848.872, 6741.59, SMH, CLL. ANNA JEAN & CAM CHUECO

SURVEYORS CERTIFICATE
 I HEREBY CERTIFY THAT THE GROUND SURVEY WAS COMPLETED UNDER MY PERSONAL SUPERVISION, ON APRIL 9, 2020. TO THE BEST OF MY KNOWLEDGE, THIS SURVEY AND MAPPING IS CORRECT, TRUE AND MEET MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

Diego J. Sisneros 4/13/2020
 DIEGO J. SISNEROS N.M.P.L.S. #13986



- DAWSON SURVEYS LEGEND:**
- DENOTES CALCULATED POINT
 - DENOTES EXISTING SURVEY MONUMENT AS SHOWN
 - ⊙ DENOTES SEWER MANHOLE LID
 - ⊗ DENOTES UTILITY METER/VALVE/PEDESTAL/BOX/ETC.
 - ⊕ DENOTES WATER METER
 - ⊖ DENOTES WATER VALVE
 - ⊙ DENOTES FIRE HYDRANT
 - DENOTES GAS LINE LOCATES
 - DENOTES ASSUMED/SCALED GAS LINE
 - DENOTES COMMUNICATIONS LINE LOCATES
 - DENOTES ASSUMED/SCALED COMMUNICATIONS LINE
 - DENOTES SEWER LINE
 - DENOTES ASSUMED SEWER LINE LOCATION
 - DENOTES FLOOD PLAIN LIMITS, VIA GIS DATA



DAWSON SURVEYS INC.
 PROFESSIONAL LAND SURVEYORS
 2502 CAMINO ENTRADA
 SANTA FE, NEW MEXICO
 FILE# 1046870PODATE: 4/13/2020

CITY OF SANTA FE GENERAL NOTES:

- EXCAVATION PERMIT:** THE CONTRACTOR SHALL OBTAIN AN EXCAVATION/STREET CUT PERMIT FROM THE CITY OF SANTA FE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THESE PERMITS WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. PERMITS MAY BE OBTAINED FROM THE CITY OF SANTA FE STREETS AND DRAINAGE MAINTENANCE DIVISION, 1142 SILER ROAD, PHONE (505) 955-3000.
- REMOVALS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 601000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE COMPENSATION FOR UNLISTED REMOVALS.
- PUBLIC ACCESS TO LOCAL BUSINESSES AND RESIDENCES:** THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF ANY SCHEDULED ACCESS MODIFICATIONS, AT LEAST 48 HOURS IN ADVANCE, WITH THE PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- UTILITY LOCATIONS:** THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE. THIS INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES. CONTACT NEW MEXICO ONE CALL SYSTEM INC. AT 1-800-321-ALER(T) [1-800-321-2537].
- CLEANING OF EXISTING STRUCTURES:** THE CONTRACTOR SHALL CLEAN ALL EXISTING STRUCTURES THAT ARE TO REMAIN OPERATIONAL, PRIOR TO INITIATING STRUCTURE EXTENSION WORK. STRUCTURES SHALL BE CLEAN PRIOR TO FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- SPECIFICATION:** FOR THIS PROJECT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) WILL BE USED. REFERENCES TO THE DEPARTMENT SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT.
- QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE:** THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED. QUANTITIES SHOWN IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY.
- ALL TRAFFIC CONTROL DEVICES:** SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THESE DEVICES SHALL ALSO COMPLY WITH THE CURRENT EDITION, WITH REVISIONS, OF THE M.U.T.C.D.
- CONTRACTOR COORDINATION WITH UTILITIES:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATION WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENTLY WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND IS HEREBY REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6, COOPERATION WITH UTILITIES, AND 107.18, CONTRACTOR'S RESPONSIBILITY FOR WORK, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (2019 EDITION).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT, REGARDLESS OF THE AVAILABILITY OF WATER. THE COST OF WATER WILL BE INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

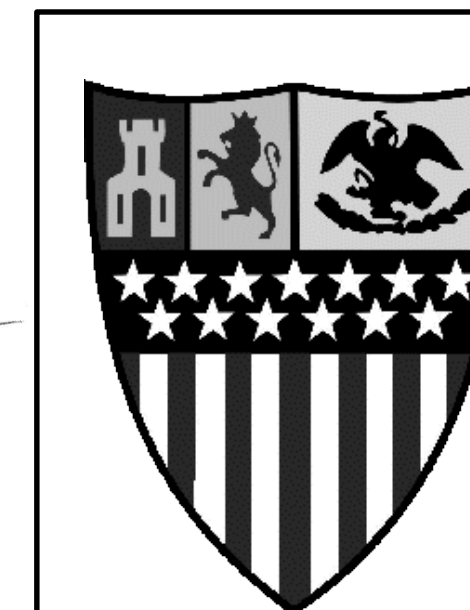
- THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CITY OF SANTA FE NOISE ORDINANCES SFCC 10-2.4 B.(5)(a) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIAL ZONED AREAS BETWEEN THE HOURS OF 5:00PM AND 8:00AM THE FOLLOWING DAY. IN ACCORDANCE WITH SFCC 10-2.8 PERMITS, THE CONTRACTOR MAY REQUEST APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.
- THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS BETWEEN THE HOURS OF 7:00AM TO 8:30AM AND 4:00PM TO 6:00PM, MONDAY THRU FRIDAY SO AS TO NOT IMPEDE RUSH HOUR TRAFFIC. THE CONTRACTOR SHALL COMPLY WITH CITY OF SANTA FE ORDINANCES, AS REQUIRED, REGARDING WORKING HOUR LIMITATIONS. AT ALL TIMES, ACCESS SHALL BE PROVIDED TO PROPERTIES AND BUSINESSES.
- POSSIBLE STAGING ACCESS AREAS IDENTIFIED IN THE PLANS FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING/ SECURING THEIR OWN STAGING/ ACCESS LOCATIONS AND ENSURE ALL YARD SITES AND ACCESS ROUTES COMPLY WITH NPDES REGULATIONS. CONSTRUCTION YARD AND INSTALLATION/ MAINTENANCE OF PROPER NPDES CONTROLS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 621000 - "MOBILIZATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- ALL DIMENSIONS ON PLANS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THIS WORK.
- CPM SCHEDULE:** THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE AT THE PRECONSTRUCTION CONFERENCE. THE CRITICAL PATH PROJECT SCHEDULE IS TO INCLUDE LOGIC POINTS, OR PRODUCTION LEVELS, USED IN ITS DEVELOPMENT. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- LANDFILL FEES:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES. THESE FEES SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 601000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
- THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR RIGHT-OF-WAY LIMITS. PARKING OF PRIVATE VEHICLES SHALL NOT BE ALLOWED ALONG CONSTRUCTION AREAS THROUGHOUT THE CONSTRUCTION LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, ACROSS, OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.
- PROTECTION OF SURVEY MONUMENTS:** THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK", NATIONAL GEODETIC SURVEY, MARCH 1990, CONTACT: NGS MARK PRESERVATION CENTER - NOAA, TELEPHONE (505) 768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- PUBLIC NOTIFICATION OF LANE CLOSURES: THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL OF THE PROJECT MANAGER. THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. IN ADDITION THE CONTRACTOR SHALL CONCURRENTLY PROVIDE THE SAME INFORMATION TO THE CITY OF SANTA FE'S PUBLIC INFORMATION OFFICE; CONTACT PERSON IS JODI PORTER AT (505) 955-6045. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT FOR THESE ADVISORIES.
- APPROPRIATE SIDEWALK AND TRAIL CLOSURE SIGNAGE AND PEDESTRIAN DETOURS MEETING ADA REQUIREMENTS SHALL BE INSTALLED PER THE MUTCD FOR TEMPORARY CONSTRUCTION ACTIVITIES AFFECTING PEDESTRIAN TRAVEL. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE PRICE FOR ITEM 618000 - "TRAFFIC CONTROL MANAGEMENT".

- CONSTRUCTION YARD:** THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S OWN EXPENSE AND WITHOUT LIABILITY TO THE OWNER ANY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. NPDES SWPPP MEASURES AND INSPECTIONS TO ANY SUCH AREA OR YARD UTILIZED FOR PURPOSES OF THE PROJECT MAY APPLY. SEE NOTE #13.
- ASPHALT DISPOSAL:** THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT MATERIAL REMOVED ON THIS PROJECT BY HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL, THE COST IS INCLUDED IN ITEM 601000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE, INCLUDING UTILITIES. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO AVOID DAMAGE TO ANY ADJACENT STRUCTURES. ANY NON-NECESSARY REMOVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THEIR REPLACEMENT.
- BI-WEEKLY PROJECT MEETING:** THE CONTRACTOR SHALL COORDINATE AND CONDUCT A BI-WEEKLY PROJECT MEETING DURING CONSTRUCTION, IN COORDINATION WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MEETING LOCATION AND SHALL INVITE APPROPRIATE CITY STAFF & UTILITY COMPANY REPRESENTATIVES. THE COST ASSOCIATED WITH THESE WEEKLY MEETINGS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASUREMENT OR PAYMENT WILL BE MADE.
- PROTECTION OF WORK:** DURING REMOVAL OPERATIONS IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED AREAS FROM THE ELEMENTS. THE CONTRACTOR SHALL NOT LEAVE ANY AREAS EXPOSED FOR MORE THAN 48 HOURS. THE CONTRACTOR SHALL NOT LEAVE ANY TRENCHES OPEN OVERNIGHT WITHOUT PROPER PROTECTION DEVICES IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY SURFACE OR SUBSURFACE DAMAGE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
- ADA COMPLIANCE:** THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK & CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWINGS, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CONTRACTOR SHALL ENSURE THAT ANY TEMPORARY PEDESTRIAN DETOURS MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND TO HAVE THE CONTRACTOR REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT HIS COST THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

**EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1**

GENERAL NOTES



CITY OF SANTA FE GENERAL NOTES (CONT'D):

27. **PRECONSTRUCTION CONFERENCE:** ATTENDANCE AT THE PRECONSTRUCTION CONFERENCE (PRECON) AND PROGRESS MEETINGS IS MANDATORY. AT THE PRECON CONTRACTOR SHALL SUBMIT THE FOLLOWING:
 - COPY OF CONTRACTOR'S LICENSE
 - COPY OF LIABILITY INSURANCE
 - COMPLETED PERMIT APPLICATIONS, FEES, AND PROOF OF BOND
 - TRAFFIC CONTROL PLAN (STAMPED BY PROFESSIONAL ENGINEER
 - PRE-PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AT A LATER DATE
 - PROJECT SCHEDULE (SEE NOTE #15)
 - LIST OF SUBCONTRACTORS
 - COPY OF COMPLETED NOI WITH SWPP CONTROLS IN PLACE
 THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
28. **WARPING OF SLOPES:** THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION EASEMENT LIMITS.
29. ALL LOCATIONS SHALL BE VERIFIED BY THE PROJECT MANAGER PRIOR TO REMOVALS. ANY REMOVALS NOT DEEMED NECESSARY BY THE PROJECT MANAGER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
30. **HANDLING OF MATERIAL:** THE CONTRACTOR MAY BE REQUIRED TO DOUBLE HANDLE MATERIAL NEEDED FOR THIS PROJECT. THE COST ASSOCIATED TO DOUBLE HANDLE SUCH MATERIAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASURE OR PAYMENT WILL BE MADE.
31. **NMDOT STANDARD DRAWINGS:** MAY BE FOUND AT THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
32. **NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION:** MAY BE FOUND THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
33. **CONTRACTOR WEEKLY WORK SCHEDULE:** THE CONTRACTOR SHALL SUBMIT FOR THE CITY PROJECT MANAGER'S APPROVAL A WEEKLY WORK SCHEDULE (DESCRIBE ACTIVITIES AND DAY & HOURS TO BE WORKED) AT THE PRECONSTRUCTION MEETING. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR DETERMINES A CHANGE TO THEIR REGULAR WORK SCHEDULE IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A REVISED WORK SCHEDULE TO THE CITY PROJECT MANAGER FOR APPROVAL AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED WORK WEEK TO ALLOW THE CITY SUFFICIENT TIME TO SCHEDULE CITY INSPECTION PERSONNEL.
34. **MAINTENANCE AND TRAFFIC CONTROL:** THE CONTRACTOR SHALL HAVE T.C. CERTIFIED PERSONNEL AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK TO INSPECT AND MAINTAIN DETOURS AND TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE TO TAKE ADEQUATE PRECAUTIONS DURING INCLEMENT WEATHER SO THAT TRAFFIC IS NOT SUBJECT TO UNDUE DANGER. THIS WORK SHALL BE INCLUDED IN ITEM NO. 618000 – TRAFFIC CONTROL MANAGEMENT AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
35. **GRAFFITI-FREE WORK ZONE:** THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE GRAFFITI FROM ALL EQUIPMENT, MATERIALS AND WORK, WHETHER PERMANENT OR TEMPORARY, WITHIN 24 HOURS. THIS PROVISION INCLUDES GRAFFITI OR OTHER MARKINGS ON INSTALLED CONCRETE SURFACES. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF CONCRETE AND OTHER PAVED SURFACES INSTALLED AS PART OF THE PROJECT.
36. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY STREETS DIVISION AT LEAST SEVEN (7) DAYS PRIOR TO THE START OF WORK. TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. THE CITY STREETS DIVISION MAY BE REACHED AT (505) 955-3000.
37. FINAL RECORD DRAWINGS, REFLECTING SUBSTANTIAL CHANGES TO THE ORIGINAL DESIGN DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR'S SURVEYOR FOR APPROVAL TO THE ENGINEER. SAID PLANS SHALL BE APPROVED BY APPLICABLE CITY DIVISIONS PRIOR TO FINAL ACCEPTANCE OF PROJECT WORK FOR MAINTENANCE RESPONSIBILITY AND THE BEGINNING OF THE WARRANTY PERIOD. SEE SPECIAL NOTE 8, SHEET 4-3 FOR ADDITIONAL INFORMATION.

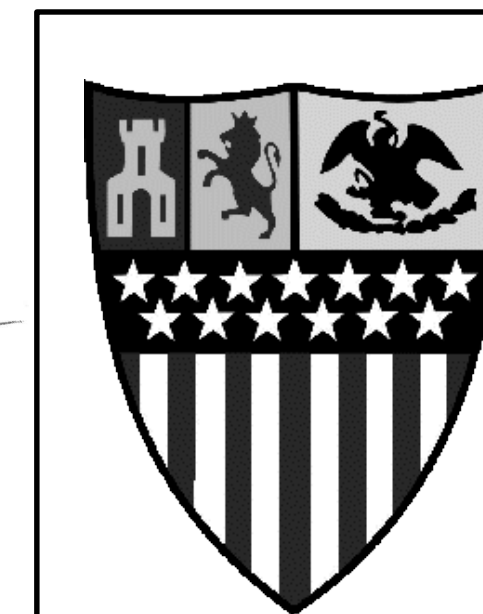
ENVIRONMENTAL NOTES:

1. DISPOSAL OF UNSUITABLE MATERIALS AND DEBRIS, ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE: UNSUITABLE CONSTRUCTION MATERIALS AND DEBRIS FROM CLEARING AND GRUBBING ARE TO BE PLACED IN AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE SECURED AND COORDINATED BY THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO NOTIFY THE PROJECT MANAGER, IN WRITING, OF THE DETAILS OF THE DISPOSAL OPERATION. BORROW MATERIAL, ROCK WASTE, VEGETATIVE DEBRIS, ETC., SHALL NOT BE PLACED IN WETLAND AREAS OR AREAS WHICH MAY IMPACT ENDANGERED SPECIES OR ARCHAEOLOGICAL RESOURCES. AN ARCHAEOLOGICAL SURVEY AND ENVIRONMENTAL CLEARANCE SHALL BE OBTAINED BY THE CONTRACTOR BEFORE DISPOSAL SITES ARE ACCEPTED IN ACCORDANCE WITH SUBSECTION 107.12 – CONTRACTOR'S RESPONSIBILITY FOR ARCHAEOLOGICAL CLEARANCE.
2. REPORTING AND CLEAN UP OF SPILLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEAN UP OF SPILLS ASSOCIATED WITH PROJECT CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING PAST SPILLS ENCOUNTERED DURING CONSTRUCTION AND OF CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION. REPORTS SHALL BE MADE IMMEDIATELY TO THE NM ENVIRONMENT DEPARTMENT 24 HOUR ENVIRONMENTAL EMERGENCY AT 505-827-9329 OR 866-428-6535 AND TO THE PROJECT MANAGER. ANY UNREPORTED SPILLS IDENTIFIED AFTER CONSTRUCTION SHALL BE CLEANED UP BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BEAR THE FULL COST OF THE CLEAN UP OF SPILLS.
3. CONTRACTOR'S ACTIVITIES IN THE VICINITY OF WATERWAYS: ALL WORK IN THE VICINITY OF LIVE STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRIGATION SUPPLIES SHALL BE AFFECTED IN SUCH A MANNER AS TO MINIMIZE VEGETATION REMOVAL, SOIL DISTURBANCE, AND EROSION. CROSSINGS OF LIVE STREAMS WITH HEAVY EQUIPMENT SHALL BE MINIMIZED, AS DETERMINED BY THE PROJECT MANAGER. EQUIPMENT REFUELING, MAINTENANCE, AND CEMENT DUMPING IN THE VICINITY OF WATER COURSES ARE STRICTLY PROHIBITED AND SHALL BE PERFORMED IN PROPER CONTAINMENT AREAS. IN CASES WHERE PROJECT ACTIVITIES FALL UNDER THE PERMIT CONDITIONS OF CLEAN WATER ACT SECTIONS 404 AND 401, THE MORE STRINGENT AND HIGHER STANDARDS FOR COMPLIANCE SHALL APPLY.
4. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 5-3. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
5. 404 PERMIT AND 401 WATER QUALITY CERTIFICATION: THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS AND RECOMMENDATIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS (CORPS) APPLICABLE 404 PERMIT (ACTION NO. SPA-2014-00145-ABQ) AND THE NEW MEXICO ENVIRONMENTAL DEPARTMENT SURFACE WATER QUALITY BUREAU (NMED SWQB) 401 WATER QUALITY CERTIFICATION.
6. PRIOR TO CONSTRUCTION, A SURVEY FOR PRAIRIE DOGS AND BURROWING OWLS SHALL BE CONDUCTED BY THE CONTRACTOR THROUGHOUT THE PROJECT LIMITS AND WITHIN THE EXISTING RIGHT-OF-WAY. PRAIRIE DOG SURVEYS SHALL BE CONDUCTED BETWEEN APRIL AND SEPTEMBER. IF PRAIRIE DOGS ARE FOUND, THEY SHALL BE RELOCATED IN COMPLIANCE WITH CITY OF SANTA FE ORDINANCES TO AN APPROPRIATE HABITAT OUTSIDE OF THE BREEDING SEASON (MAY 1 – JUNE 15).
7. IN THE EVENT PRAIRIE DOGS ARE LOCATED WITHIN THE PROJECT LIMITS DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROJECT MANAGER. THE CONTRACTOR IS HEREBY ADVISED OF THE CITY OF SANTA FE ORDINANCE NO. 2001-35 REGARDING THE HUMANE RELOCATION OF GUNNISON PRAIRIE DOGS AND SHALL BE REQUIRED TO ADHERE TO ALL FACETS OF THE ORDINANCE IF THE NEED ARISES.

LIST OF INCIDENTALS		
NO.	DESCRIPTION	NOTE NO.
1	PERMITS	1
2	UTILITY LOCATIONS	4
3	STRUCTURE CLEANING	5
4	CONSTRUCTION WATER	10
5	MONUMENT PROTECTION	18
6	PUBLIC NOTIFICATION	19
7	PRECONSTRUCTION SUBMITTALS, SCHEDULE, & PROGRESS MEETINGS	15, 24, 27
8	MATERIAL HANDLING	30

TESCP, NPDES, SWPPP ADDITIONAL NOTES:

1. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL. SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.
2. THE CONTRACTOR SHALL COMPLY WITH ALL REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FOR INFORMATION CONTACT THE NPDES CONTACT FOR THE CITY OF SANTA FE AT (505) 955-2132. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS FOR NPDES COMPLIANCE. IMPROVEMENTS INCLUDED IN THIS PROJECT MAY QUALIFY AS NPDES BMPS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING NPDES APPLICATIONS AND NOTICES OF INTENT (NOI), DEVELOPING STORM WATER POLLUTION PREVENTION (SWPP) PLANS, AND MONITORING. A COPY OF THE SWPPP, NOI, AND OTHER NPDES DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF SANTA FE STORM WATER MANAGEMENT SECTION AND THE CITY'S PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED BOTH DURING AND AFTER CONSTRUCTION TO PREVENT, TO THE EXTENT PRACTICABLE, POLLUTANTS IN STORM WATER FROM ENTERING WATERS OF THE U.S.
5. **CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS-** SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
GENERAL NOTES			
DATE:	SCALE:	SHEET:	
JUNE 2022	N.T.S.	4-2	

UTILITY GENERAL NOTES:

- EXISTING UTILITIES:** THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK MAY INCLUDE POT HOLING. COSTS ASSOCIATED WITH LOCATING EXISTING UTILITIES ARE CONSIDERED INCIDENTAL AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. IF EXISTING UTILITIES ARE DAMAGED DURING POTHOLE OPERATIONS OR DURING CONSTRUCTION ALL WORK OR COSTS ASSOCIATED WITH REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- CONTRACTOR COORDINATION WITH UTILITY OWNERS:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATING WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6 – COOPERATION WITH UTILITIES, AND 107.20 – CONTRACTOR'S RESPONSIBILITY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY & BRIDGE CONSTRUCTION, 2019 EDITION
- CONTRACTOR SHALL PREVENT ANY DEBRIS FROM ENTERING THE SANITARY SEWER DURING CONSTRUCTION. SPECIAL ATTENTION SHALL BE GIVEN TO THE SANITARY SEWER TO PREVENT STOPPAGE OR DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH ANY MAINTENANCE, INCLUDING BY-PASS PUMPING OR DAMAGES CAUSED BY CONSTRUCTION.
- THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION OR TIME EXTENSION FOR DELAYS OR INCONVENIENCES OR DAMAGES SUSTAINED DUE TO ANY INTERFERENCE FROM SAID UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM RESULTING FROM CONTRACTOR'S NEGLIGENCE.
- CENTURY LINK (OR OTHER) FIBER OPTIC LINE:** THE CONTRACTOR SHALL NOTIFY CENTURY LINK 72 HOURS IN ADVANCE OF ANY EXCAVATION WORK IN THE AREA OF A FIBER OPTIC LINE. THE CONTRACTOR SHALL COORDINATE WITH CENTURY LINK DURING EXCAVATION SO CENTURY LINK CAN PROVIDE THE LABOR AND MATERIAL TO PROPERLY SUPPORT THE FIBER OPTIC LINE BEFORE SOIL IS REMOVED FROM UNDER THE LINE. COORDINATION OF WORK SHALL BE INCIDENTAL TO THE PROJECT.

REVEGETATION NOTES:

- DISTURBED AREAS OUTSIDE OF THE FLOODWAY SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF:

SEED TYPE	GENUS/SPECIES	COMMON NAME	SEED RATE LBS./ACRE OF PURE LIVE SEED	
GRASSES	Achnatherum hymenoides	Indian Ricegrass	1.5	
	Bouteloua gracilis	Blue Grama	4	
	Bouteloua curtipendula	Sideoats Grama	3	
	Buchloe dactyloides	Buffalograss	8	
	Muhlenbergia wrightii	Spike Muhly	1	
	Pascopyrum smithii	Western Wheatgrass	2	
	Pleuraphis Jamesii	Galleta	1	
	Schizachyrium scoparium	Little Bluestem	2	
	Sporobolus airoides	Alkali Sacaton	1	
	PERENNIALS	Castilleja integra	Orange Paintbrush	1
		Gaillardia pulchella	Firewheel	2
		Linum lewisii	Blue Flax	1.5
Lupinus argenteus		Silvery Lupine	1.5	
Oenothera hookeri		Hooker's Evening Primrose	1	
Penstemon barbatus		Scarlet Bugler	2	
Penstemon strictus		Rocky Mountain Penstemon	2	
Verbena bipinnatifida		Great Plains Verbena	1	
	TOTAL		35.5	

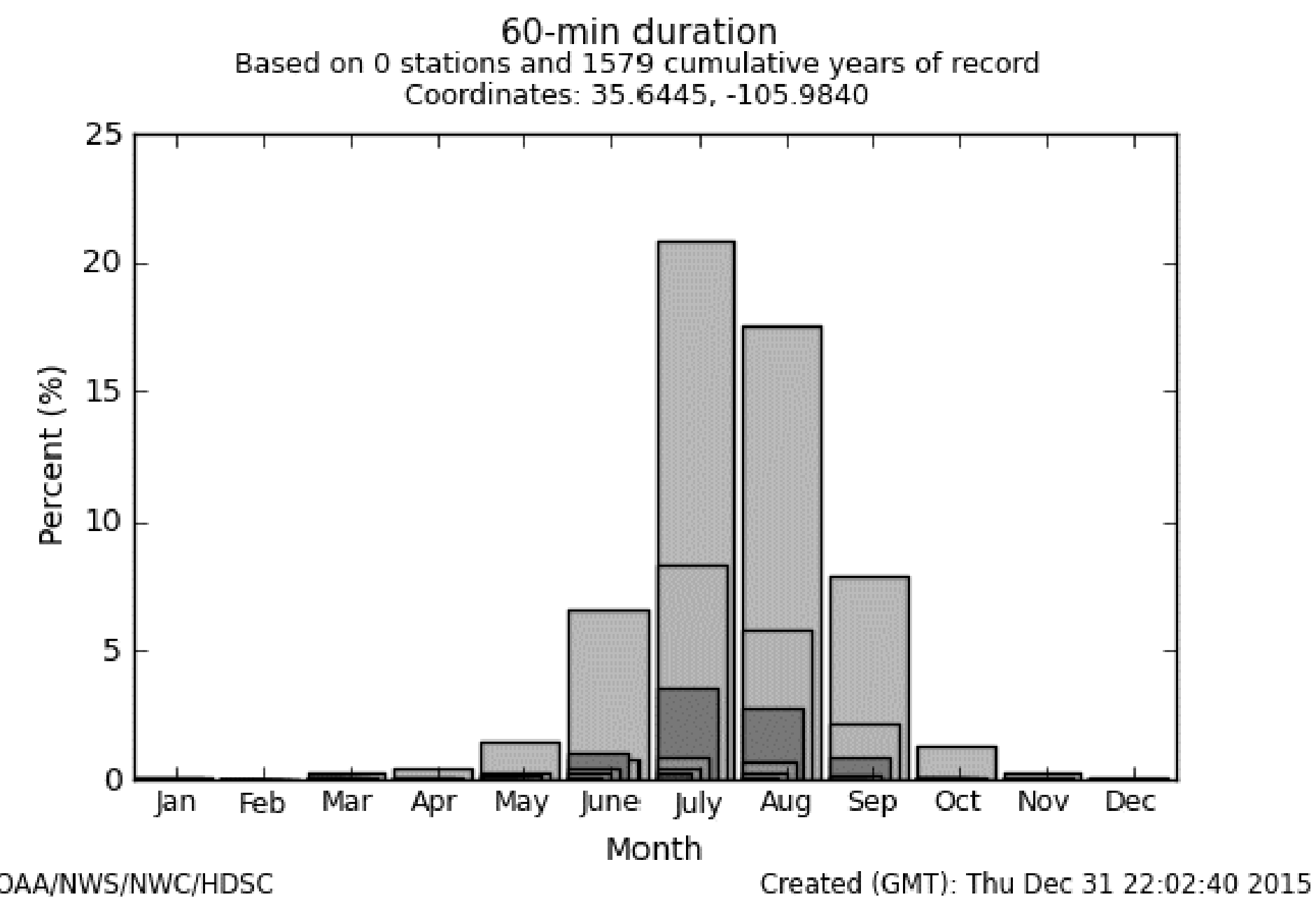
- MODIFICATIONS TO THIS SEED MIX SHALL BE APPROVED BY THE CITY OF SANTA FE PRIOR TO INSTALLATION.

SPECIAL NOTES:

- THE CONTRACTOR'S SURVEYOR SHALL COORDINATE WITH DAWSON SURVEYS, INC. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROPOSED GRADES, INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, PROPERTY LINES, RIGHT OF WAY, SETBACKS, AND TOPOGRAPHY PRIOR TO CONSTRUCTION. ANY DEVIATIONS SHALL BE REPORTED TO THE ENGINEER.
- THE EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS HAVE BEEN COMPILED FROM MULTIPLE SOURCES, INCLUDING UTILITY LOCATES, AND FIELD SURVEYS (AS COMPILED BY DAWSON SURVEYS, INC.). IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POTHOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ARROYO DEL LOS CHAMISOS TRAIL. IF REPAIR IS NEEDED, THE CONTRACTOR SHALL CUT AND PATCH THE EXISTING TRAIL TO MATCH EXISTING SURFACE THICKNESS AS DIRECTED BY THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE/TRANSPLANT VEGETATION INCLUDING BUT NOT LIMITED TO (TREES, SHRUBS, BUSHES, NATIVE GRASSES). CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 5-3.
- CONTRACTOR SHALL CONFINE WORK AREAS TO THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
- THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PEDESTRIAN TRAFFIC DETOUR PLAN TO INCLUDE FLAGGING OPERATIONS, COVERING THE EXCAVATION, AND PROVIDING A TEMPORARY BASE COURSE WALKWAY THAT IS ADA ACCESSIBLE AROUND THE CONSTRUCTION ZONE ON THE EXISTING TOP OF BANK. SAID WALKWAY SHALL BE MAINTAINED TO ENSURE ADA COMPLIANCE. TRAFFIC AND PEDESTRIAN CONTROL PLAN WILL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER. SEE CITY OF SANTA FE GENERAL NOTE #20, FOR ADDITIONAL INFORMATION.
- MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT. THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.

POTENTIAL WORKZONE FLOODING:

THE CONTRACTOR SHOULD BE AWARE OF TYPICAL PRECIPITATION AND RUNOFF PATTERNS IN THIS AREA AND CONSIDER THE POTENTIAL DANGER OF FLOODING WITHIN THE ARROYO DE LOS CHAMISOS. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT HIS WORK AND PERSONNEL. THIS IS INCIDENTAL TO THE PROJECT.

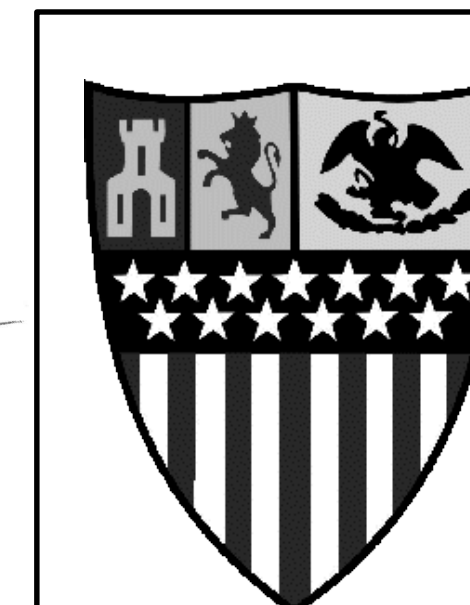


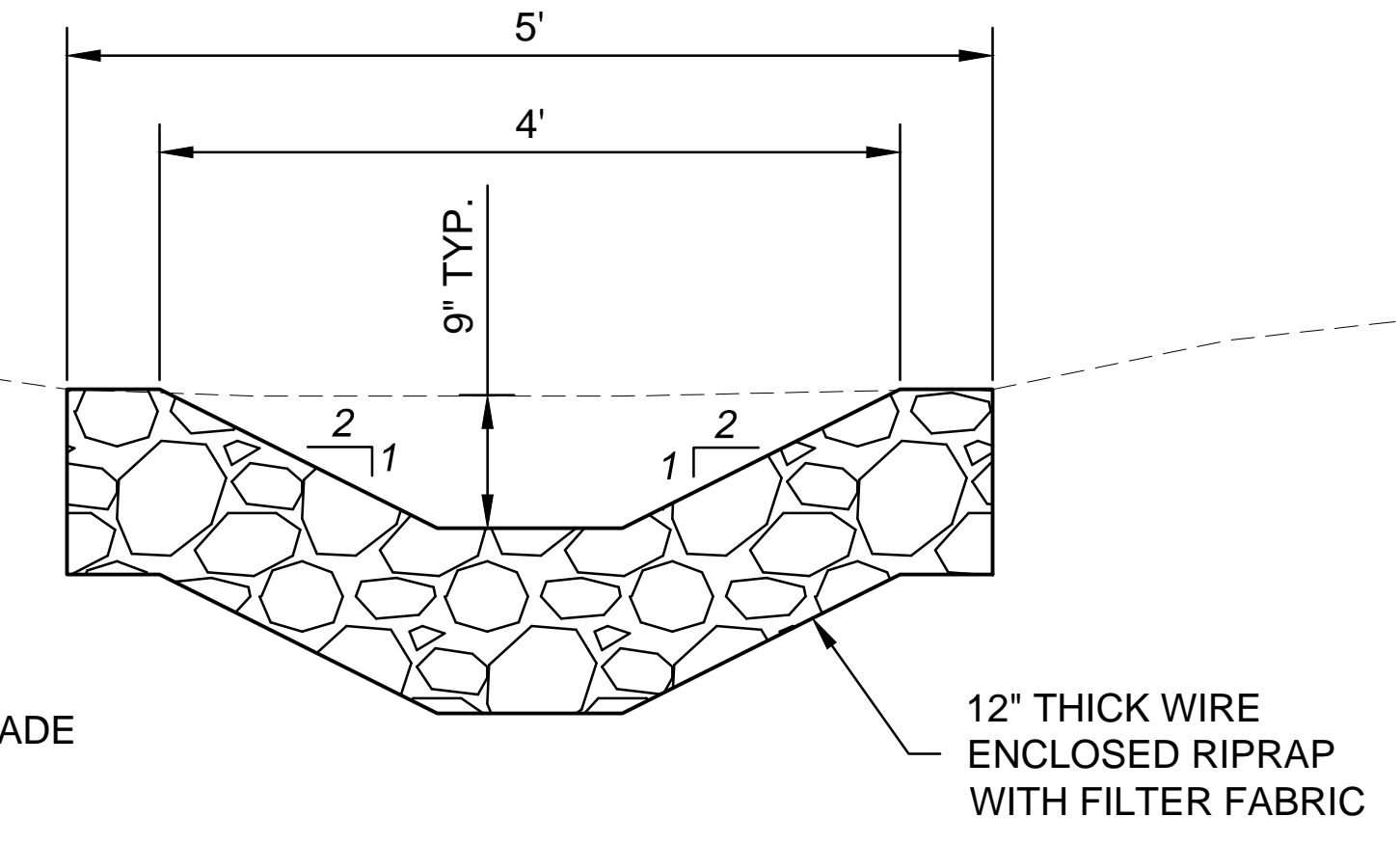
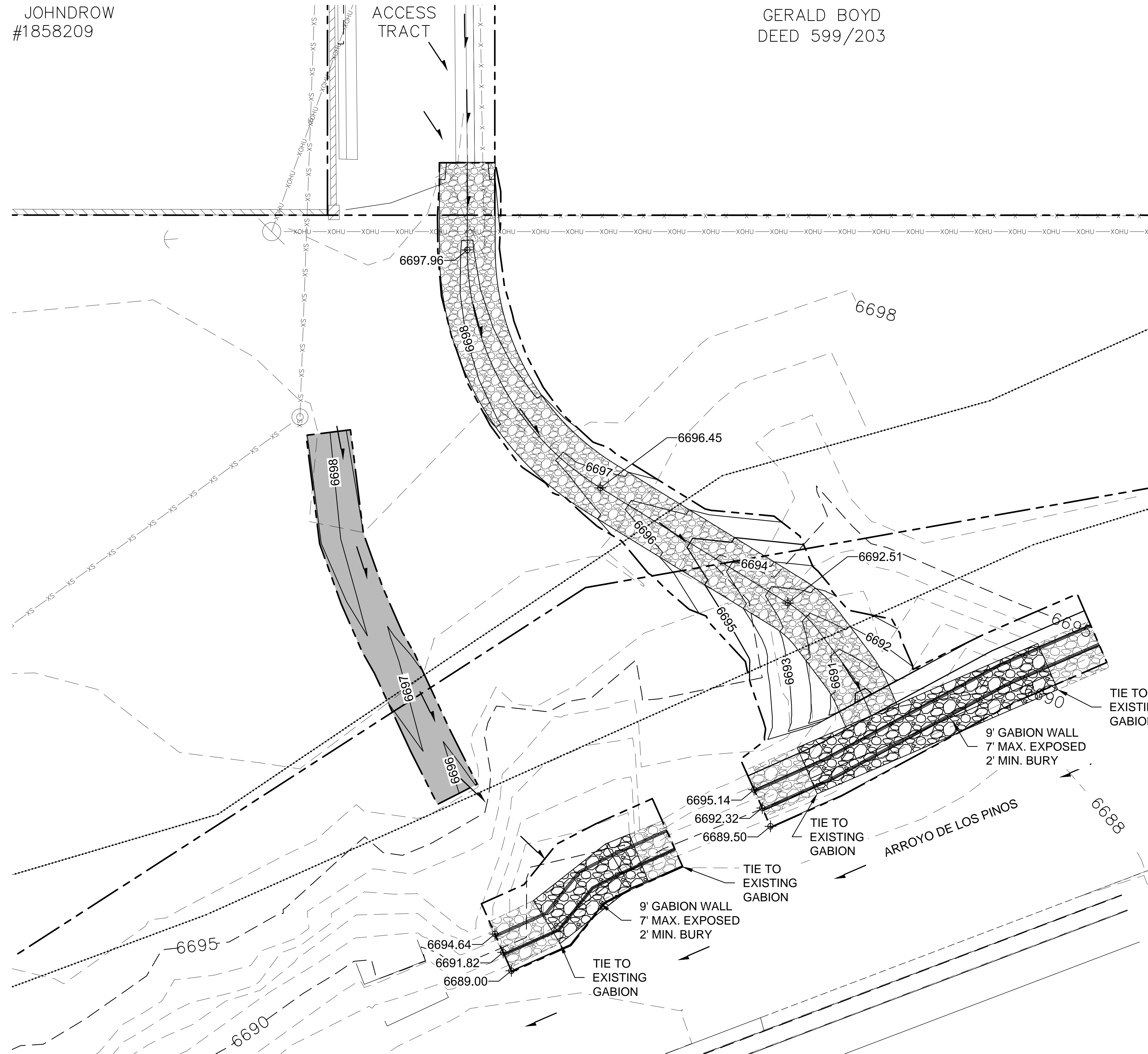
Annual exceedance probability
— 1/2
— 1/5
— 1/10
— 1/25
— 1/50
— 1/100

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

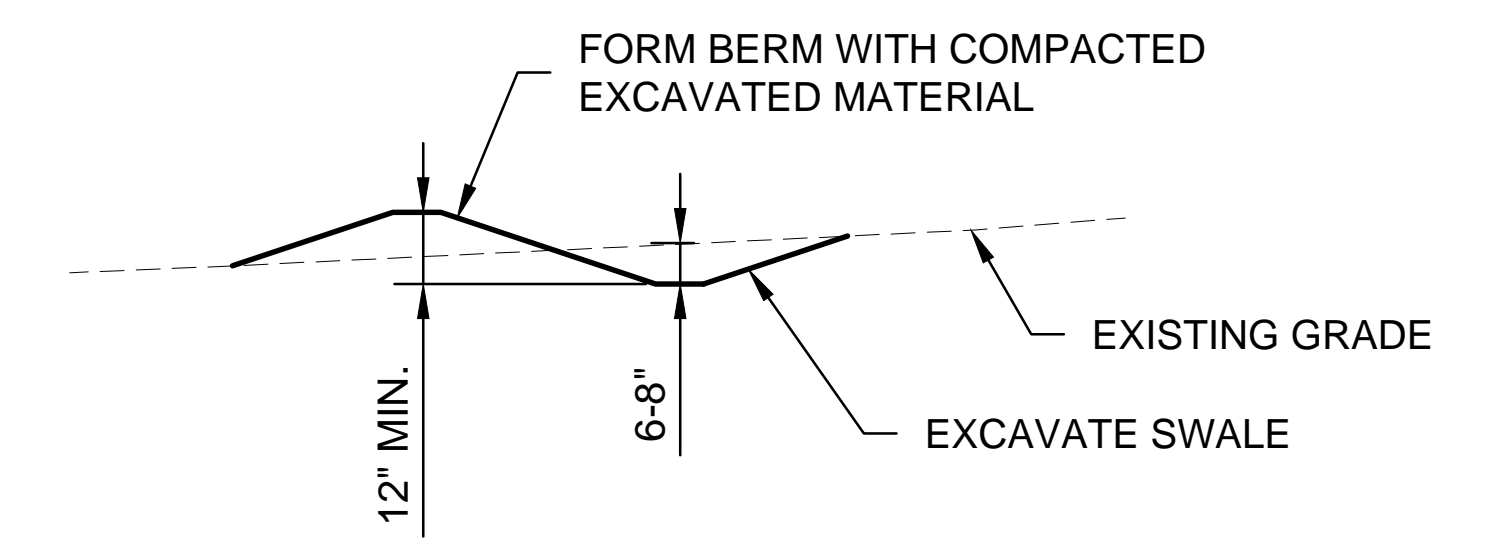
EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

GENERAL NOTES

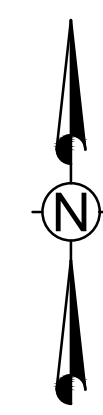




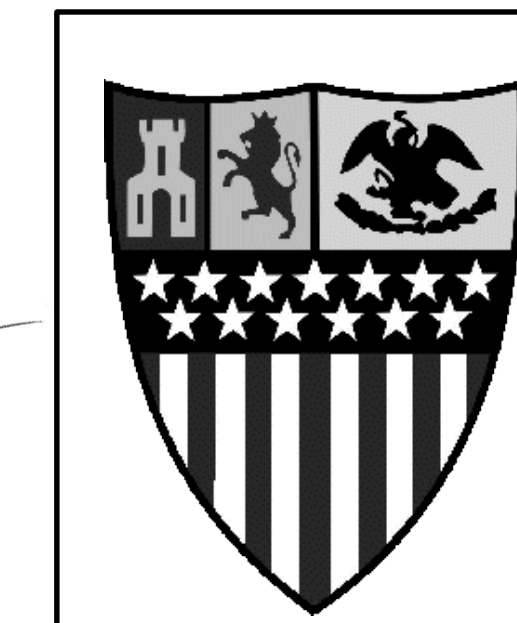
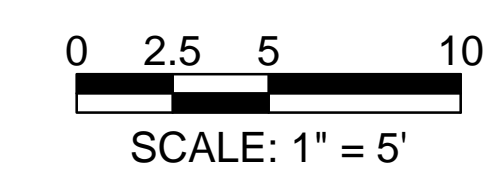
RIPRAP RUNDOWN
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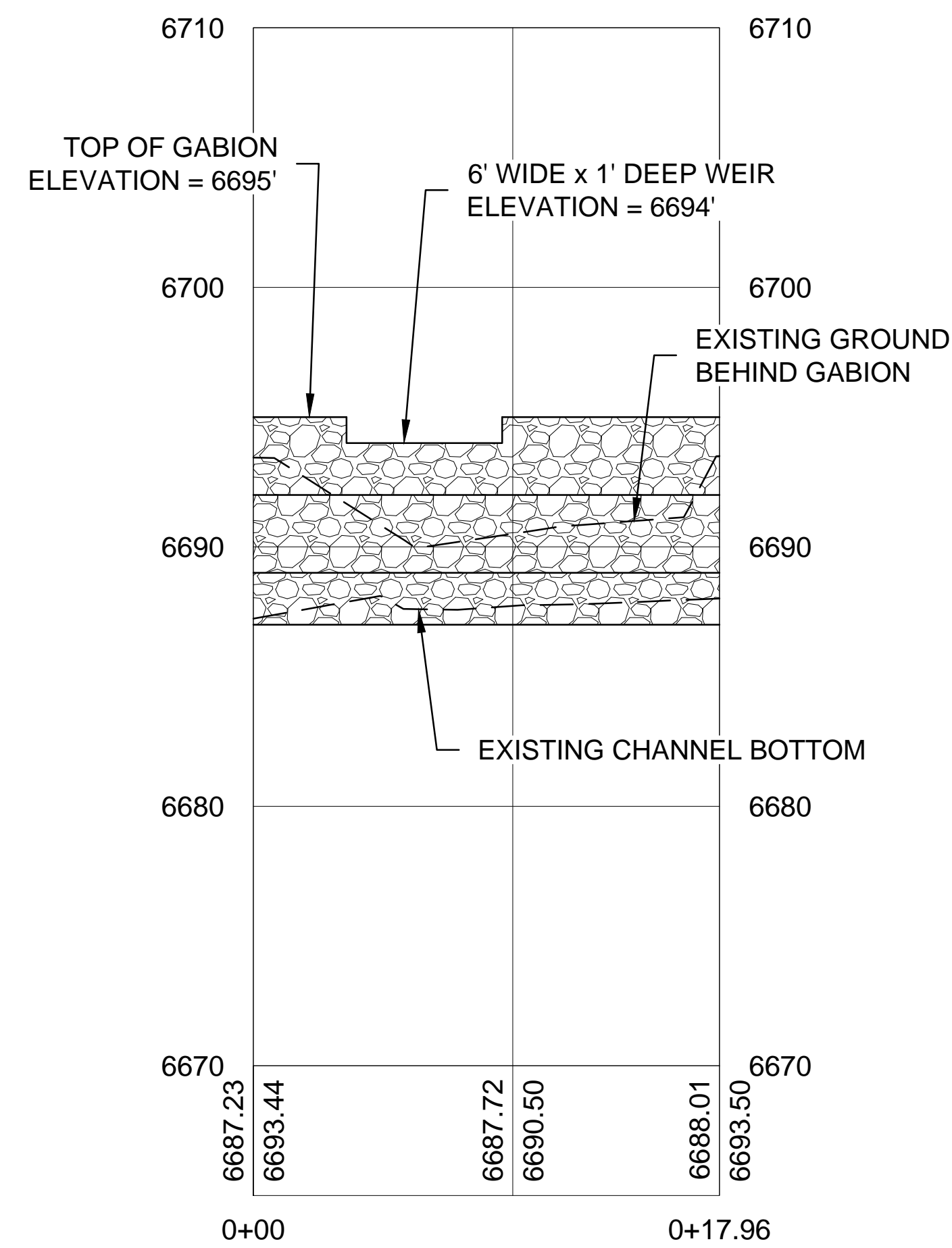
BERM SECTION
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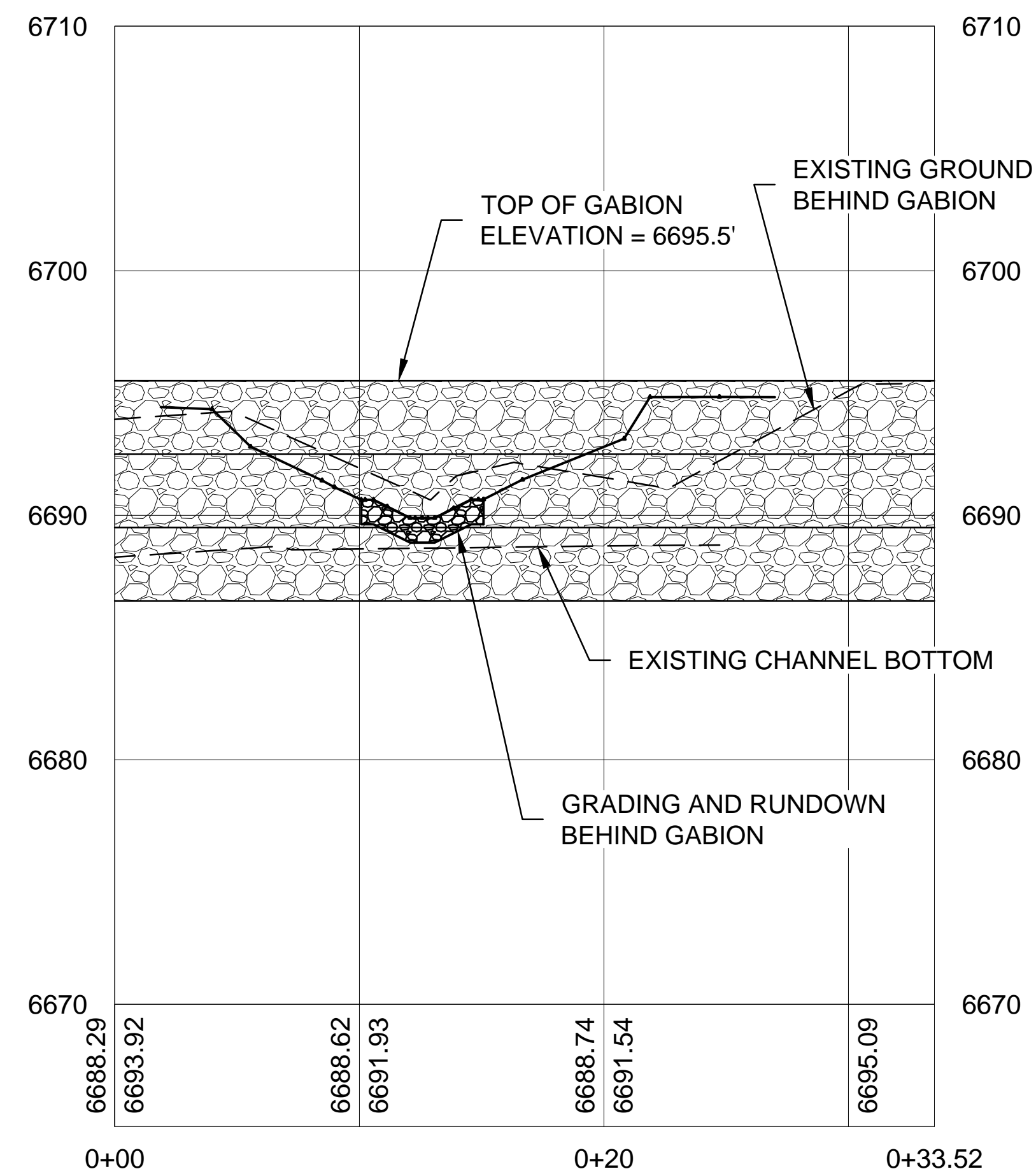
GRADING AND DRAINAGE PLAN
SCALE: 1" = 5'



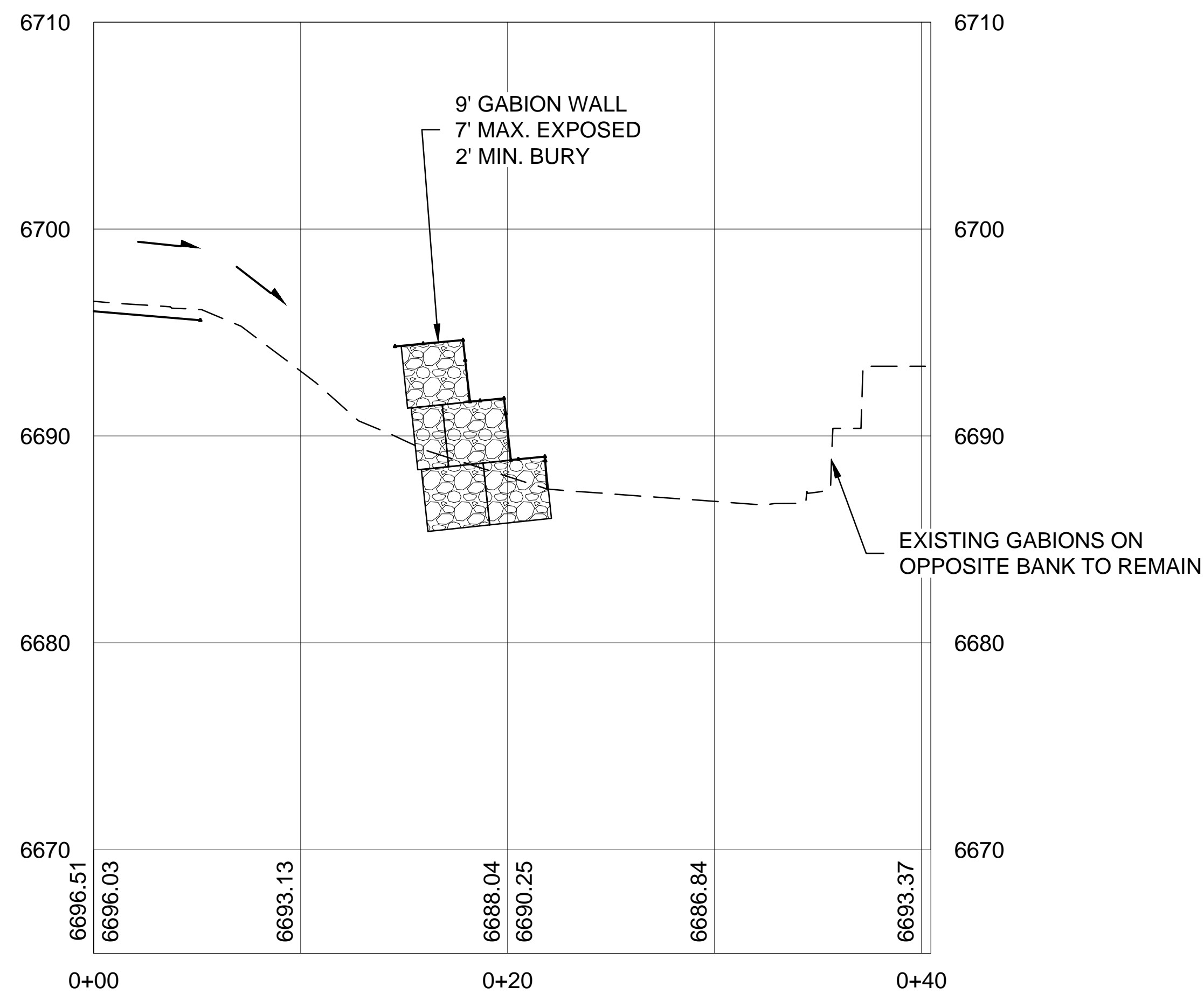
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1			
GRADING AND DRAINAGE PLAN			
DATE:	SCALE:	SHEET:	
JUNE 2022	AS NOTED	5-1	



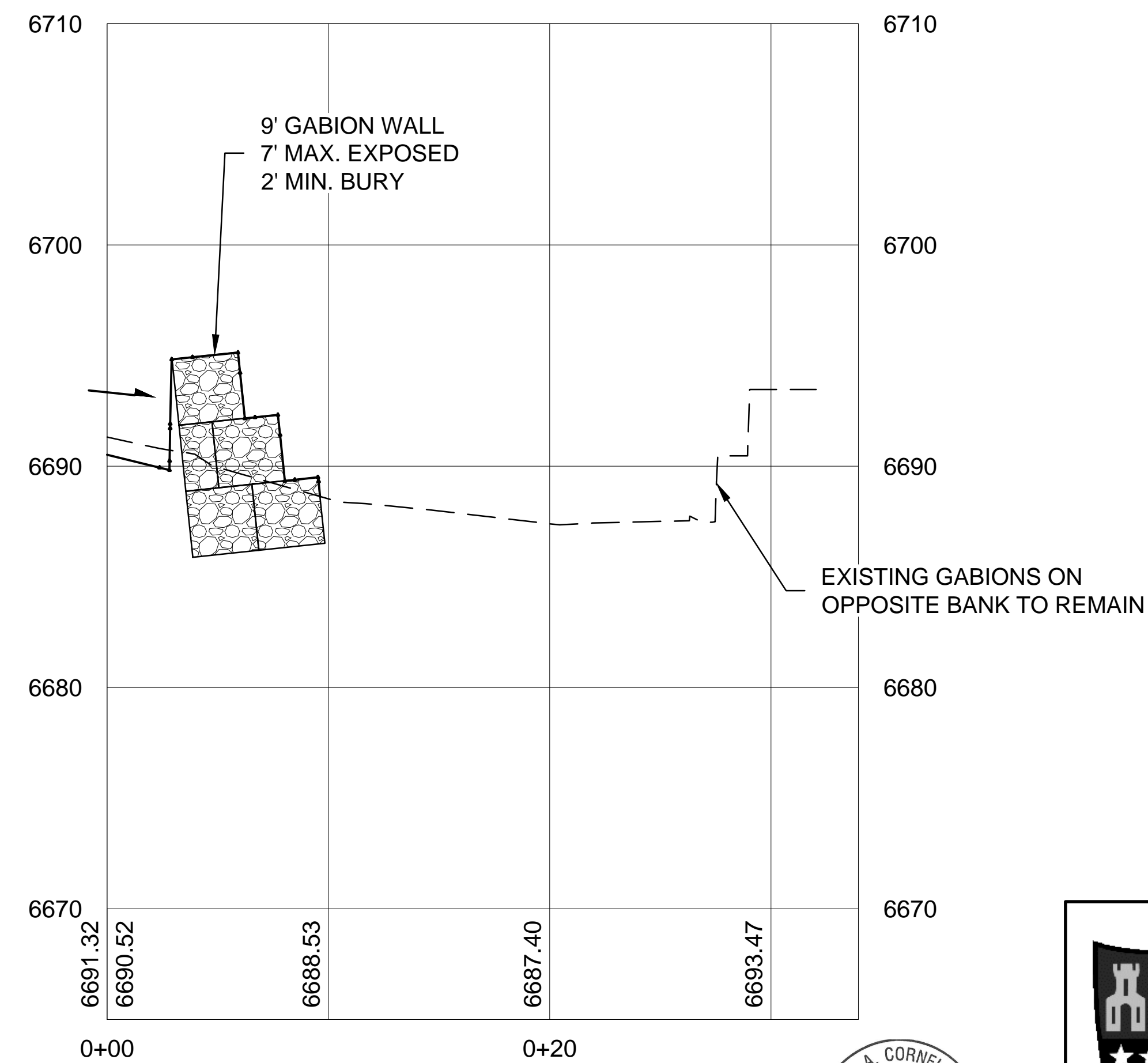
WEST GABION PROFILE
SCALE: 1" = 5'



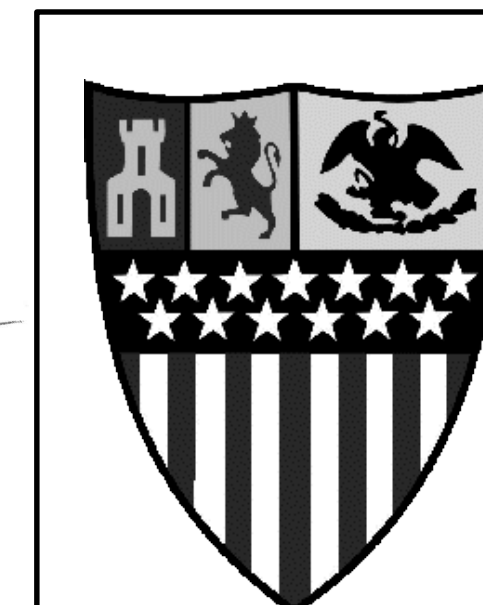
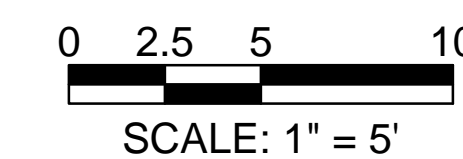
EAST GABION PROFILE
SCALE: 1" = 5'



WEST GABION SECTION
SCALE: 1" = 5'



EAST GABION SECTION
SCALE: 1" = 5'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

POND SECTIONS

LOT 3, BLK 11A, LA RESOLANA
N/F RAYMOND ORTIZ
DEED INST.#1786944

LOT 11, BLK 6 CARLOS REY
N/F TONY & TEOFILIA DIAZ
DEED 215/029

LOT 10, BLK 6 CARLOS REY
KELSEY & URI JOHNDROW
DEED, INST.#1858209

LOT 9, BLK 6 CARLOS REY
GERALD BOYD
DEED 599/203

LOT 8, BLK 6A, CARLOS REY
N/F JERRY & KAREN HART
DEED INST.#1624224

LOT 12
SEWAGE LIFT STATION TRACT

PARK AREA
N/F CITY OF SANTA FE

PARK AREA
N/F CITY OF SANTA FE

ARROYO DE LOS PINOS

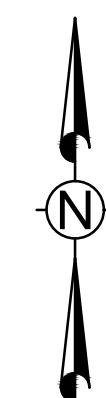
INSTALL BMP (TYP.)

50' DRAINAGE EASEMENT

LEGEND

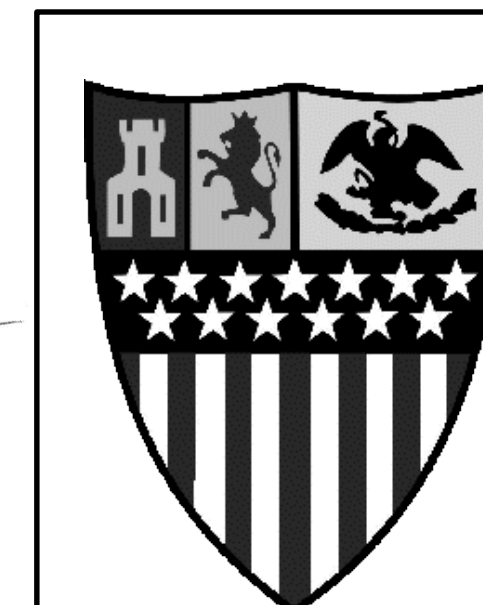
- INSTALL BMP
SEE SHEETS 6-2 TO 6-3
- FLOW DIRECTION
- ➔ DISCHARGE POINT
- - - SLOPE LIMITS

NOTE:
THE CONTRACTOR IS TO PLAN ON PERIODIC REPAIR AND/OR REPLACEMENT OF BMPs. ANY PLACEMENT OF TEMPORARY EROSION CONTROL BMPs DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FACILITATE CONSTRUCTION OPERATIONS AND PHASING AND TO ELIMINATE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE "CONSTRUCTION GENERAL PERMIT". PRIOR TO REMOVING ANY BMPs, THE CITY OF SANTA FE SHALL BE NOTIFIED FOR APPROVAL.



TESCM PLAN
SCALE: 1" = 10'

0 5 10 20
SCALE: 1" = 10'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

TEMPORARY EROSION AND
SEDIMENT CONTROL
MEASURES PLAN

DATE: JUNE 2022 SCALE: 1" = 10' SHEET: 5-3

SECTION TYPE I

SECTION TYPE II

QUANTITIES PER LINEAR FOOT		
SLOPE	RIPRAP (CU. YDS.)	
1.5 : 1	$T(B + 1.803V + 0.303T)$	
1.75 : 1	$T(B + 2.016V + 0.266T)$	
2 : 1	$T(B + 2.236V + 0.236T)$	
3 : 1	$T(B + 3.162V + 0.162T)$	
4 : 1	$T(B + 4.123V + 0.123T)$	

QUANTITIES PER LINEAR FOOT		
SLOPE	RIPRAP (CU. YDS.)	
1 : 1	$T(A + B + 1.414V)$	
1.5 : 1	$T(A + B + 1.803V)$	
1.75 : 1	$T(A + B + 2.016V)$	
2 : 1	$T(A + B + 2.236V)$	
3 : 1	$T(A + B + 3.162V)$	
4 : 1	$T(A + B + 4.123V)$	

GENERAL NOTES

- WIRE FABRIC FOR RIP RAP SHALL BE "W" OR HEXAGONAL MESH AND MEET THE REQUIREMENTS LISTED IN SECTION 602 OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, CURRENT EDITION.
- STEEL STAKES MAY BE RAILROAD RAILS WEIGHING NOT LESS THAN 30 LBS. PER YARD, 4" NOMINAL DIAMETER STANDARD STRENGTH GALVANIZED STEEL PIPE, OR L 4" x 4" x 3/8" STEEL ANGLES. STEEL STAKES SHALL PROJECT 6" ABOVE TOP OF RIPRAP. STEEL STAKES ARE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE WORK AND NO DIRECT MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
- IF LENGTH OF SLOPE IS 15 FEET OR LESS, ONLY ONE ROW OF STEEL STAKES 2 FEET FROM THE TOP EDGE OF RIPRAP WILL BE REQUIRED UNLESS OTHERWISE NOTED ON PLANS.
- FOR DIMENSIONS A, B, V, & T. SEE BRIDGE OR ROADWAY PLANS.
- T=12" UNLESS OTHERWISE SHOWN ON PLANS; T=18" AT BRIDGES.
- FASTENERS FOR SPLICES AND/OR SELVEDGE END CONNECTORS MAY BE WIRE TIES, INTERLOCKING WIRE CLIPS, HOG RINGS, OR LACING WIRE. ONLY FASTENERS WHICH APPEAR ON THE DEPARTMENT'S "APPROVED PRODUCTS LIST" MAY BE USED.
- LACING SHALL BE CONTINUOUS AS FAR AS IS PRACTICAL AND SHALL PASS THROUGH EACH MESH OPENING.
- WHERE SPLICING IS NECESSARY, AN OVERLAP OF LACING OF AT LEAST 1 FOOT SHALL BE PROVIDED.

"W" MESH

TYPICAL SECTION

NORMAL INTERSECTION SPLICE

TRANSVERSE SPLICE

SKewed INTERSECTION SPLICE

HEXAGONAL MESH

"W" MESH

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

WIRE ENCLOSE RIPRAP CLASS "A"

DESIGNED BY: _____ DRAWN BY: SKL CHECKED BY: YML
602-01-1/1 1 of 1

TYPICAL CROSS SECTION FOR TYPE "A" STANDARD RETAINING WALL

TYPICAL CROSS SECTION FOR TYPE "B" STANDARD RETAINING WALL

BACKFILL TABLE

BACKFILL SLOPE ANGLE	FRICITION ANGLE OF BACKFILL
0°	33°
9.5°	33°
18.4°	33°
26.6°	33°
33.7°	34°

DESIGN DATA

SOIL BEARING PRESSURE = 3000 PSF
 WALL FRICTION ANGLE = 0 DEGREES
 SOIL FRICTION ANGLE = SEE BACKFILL TABLE ABOVE
 WALL BATTER = NEGATIVE 6 DEGREES
 BACKFILL SLOPE ANGLE = SEE BACKFILL TABLE ABOVE
 SOIL DENSITY = 120 LBS./CU. FT.
 GABION FILL DENSITY = 80% OF SOIL DENSITY
 SAFETY FACTOR AGAINST OVERTURNING = 2.0
 SAFETY FACTOR AGAINST SLIDING = 1.5
 SURCHARGE PRESSURE (LEVEL BACKFILL) = 2 FT. x 120 LBS./CU. FT. x 1.25 = 300 LBS./SQ. FT.

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

GABION RETAINING WALL DETAILS

DESIGNED BY: TM DRAWN BY: SKL CHECKED BY: YML
602-05-2/2 2 of 2

DETAILS OF 9 GAGE INTERNAL CONNECTING WIRES

GENERAL NOTES

- INTERNAL CONNECTING WIRES ARE TO BE INSTALLED ACROSS WIDTH OF INTERIOR GABIONS AND ACROSS WIDTH AND LENGTH OF END GABIONS.
- INTERNAL CONNECTING WIRE, CONTINUOUS TIE WIRE AND GABION MESH SHALL BE GALVANIZED.
- INTERNAL CONNECTING WIRES ARE REQUIRED ON ALL GABIONS 3'-0" HIGH AND ON ALL GABIONS 1'-6" HIGH WHEN USED TO BUILD VERTICAL STRUCTURES.
- PREFORMED STIFFENERS (11 GAGE OR 9 GAGE) ARE AN ACCEPTABLE ALTERNATIVE TO INTERNAL CONNECTING WIRES. INSTALL THEM AS RECOMMENDED BY THE MANUFACTURER OR AS DIRECTED BY THE PROJECT MANAGER AT ONE THIRD POINTS.
- PLACE ROCK IN THE END GABION CELL FIRST, AND CONTINUE BY FILLING INTERIOR GABION CELLS.
- FOR GABION DIMENSIONS, REFER TO THE TABLE "STANDARD GABION SIZES".
- A JOINT CONNECTION MUST BE MADE WHERE ANY PANEL EDGE MEETS ANOTHER PANEL. THIS INCLUDES ADJACENT GABION BASKETS, INDIVIDUAL PANELS WITHIN A BASKET, DIAPHRAGM EDGES ETC. ALL JOINT CONNECTIONS SHALL BE MADE USING 14 GAGE CONTINUOUS TIE WIRE.
- ALTERNATE JOINT CONNECTION PROCEDURES MAY BE USED PROVIDED THAT THE COMPLETED JOINT WILL DEVELOP A TENSILE STRENGTH OF NOT LESS THAN 1400 POUNDS PER FOOT. IF ALTERNATE JOINT CONNECTION PROCEDURES ARE USED, THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER CERTIFIED TEST REPORTS DEMONSTRATING THE ALTERNATE JOINT CONNECTIONS WILL MEET THE MINIMUM TENSILE STRENGTH REQUIREMENTS.

STANDARD REVETMENT MATTRESS SIZES				
LENGTH FEET	WIDTH FEET	HEIGHT FEET	NUMBER OF CELLS	VOLUME CUBIC YARDS
9'-0"	6'-0"	0'-6"	3	1.00
12'-0"	6'-0"	0'-6"	4	1.33
9'-0"	6'-0"	0'-9"	3	1.50
12'-0"	6'-0"	0'-9"	4	2.00

STANDARD GABION SIZES				
LENGTH FEET	WIDTH FEET	HEIGHT FEET	NUMBER OF CELLS	VOLUME CUBIC YARDS
6'-0"	3'-0"	3'-0"	2	2.00
9'-0"	3'-0"	3'-0"	3	3.00
12'-0"	3'-0"	3'-0"	4	4.00
6'-0"	3'-0"	1'-6"	2	1.00
9'-0"	3'-0"	1'-6"	3	1.50
12'-0"	3'-0"	1'-6"	4	2.00
6'-0"	3'-0"	1'-0"	2	0.66
9'-0"	3'-0"	1'-0"	3	1.00
12'-0"	3'-0"	1'-0"	4	1.33

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

GABION BASKET DETAILS

DESIGNED BY: TM DRAWN BY: SKL CHECKED BY: YML
602-05-1/2 1 of 2

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES (T.E.S.C.M.)

TYPICAL USAGE OF SELECTED EROSION AND SEDIMENT CONTROL MEASURES

STANDARD SYMBOLS FOR EROSION AND SEDIMENT CONTROL MEASURES

SILT FENCE	PIPE SLOPE DRAIN	SEDIMENT TRAP, BERM
STRAW BALE	DROP INLET PROTECTION	SEDIMENT TRAP, EXCAVATED
EARTH DIKE	CULVERT PROTECTION	SEDIMENT BASIN
DIVERSION CHANNEL (SWALE)	CHECK DAM	TRIANGULAR SEDIMENT FILTER DIKE
		TSFD

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-1/7 SERIAL 1 OF 7

TYPE II STONE DAM

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-2/7 SHEET 2 OF 7

TYPE I SILT FENCE

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-2/7 SHEET 2 OF 7

NOTES: SILT FENCE AND CHECK DAM

- POST SPACING SHALL BE 4 FT. MAXIMUM WITHOUT SUPPORTING FENCE, 10 FT. MAXIMUM WITH SUPPORTING FENCE.
- POSTS FOR 4 FT. MAXIMUM POST SPACING SHALL BE 2 INCH SQUARE NOMINAL SIZE OR HEAVIER WOOD POSTS, OR STANDARD "T" OR "U" SECTION STEEL POSTS WEIGHING NOT LESS THAN 2 LBS. PER LINEAR FOOT.
- POSTS FOR 10 FT. MAXIMUM POST SPACING SHALL BE 4 INCH SQUARE NOMINAL SIZE OR HEAVIER WOOD POSTS, OR STEEL POSTS AS SPECIFIED ABOVE.
- SUPPORTING FENCE SHALL BE WIRE MESH (14 GA. MIN., 1 INCH MAX. MESH OPENINGS), SNOW FENCE, PLASTIC FENCE OR APPROVED.
- SUPPORTING FENCE SHALL BE FASTENED SECURELY TO POSTS WITH STAPLES OR WIRE TIES. GEOTEXTILE FABRIC SHALL BE FASTENED SECURELY TO SUPPORTING FENCE WITH WIRE TIES SPACED AT 2 FT. CENTERS ALONG THE TOP AND MID-SECTION. WHEN A SUPPORTING FENCE IS NOT USED, GEOTEXTILE FABRIC SHALL BE SECURELY FASTENED TO POSTS WITH STAPLES OR WIRE TIES.
- WHEN SILT FENCE IS USED FOR CHECK DAMS INSTALLED IN DITCHES, A SUPPORTING FENCE SHALL BE PROVIDED, WITH MAXIMUM POST SPACING OF 10 FT.
- STANDARD "T" OR "U" SECTION STEEL POSTS SHALL NOT BE USED WITHIN THE CONSTRUCTION CLEAR ZONE RECOVERY AREA.
- STRAW BALES ARE NOT INTENDED FOR USE ON NEW MEXICO DEPARTMENT OF TRANSPORTATION PROJECTS.

TYPE II STRAW BALE OPTION

TYPE I SILT FENCE

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-3/7

TYPE I CURB OPENING

NOTES: GRAVEL INLET PROTECTION

- THIS INSTALLATION IS FOR A TYPE I CURB DROP INLET ONLY. THE TYPE II, III TO "N" INSTALLATION IS SIMILAR.
- THE SPACING OF THE LONGITUDINAL BRACING SHALL NOT EXCEED 5 FT.

TYPE II CURB DROP INLET

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-4/7

CULVERT PROTECTION

TYPE I

TYPE II

DROP INLET PROTECTION

TYPE I

TYPE II

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-4/7

TYPE I CURB OPENING

NOTES: GRAVEL INLET PROTECTION

- THIS INSTALLATION IS FOR A TYPE I CURB DROP INLET ONLY. THE TYPE II, III TO "N" INSTALLATION IS SIMILAR.
- THE SPACING OF THE LONGITUDINAL BRACING SHALL NOT EXCEED 5 FT.

TYPE II CURB DROP INLET

NO.	DATE	REV. BY	DESCRIPTION

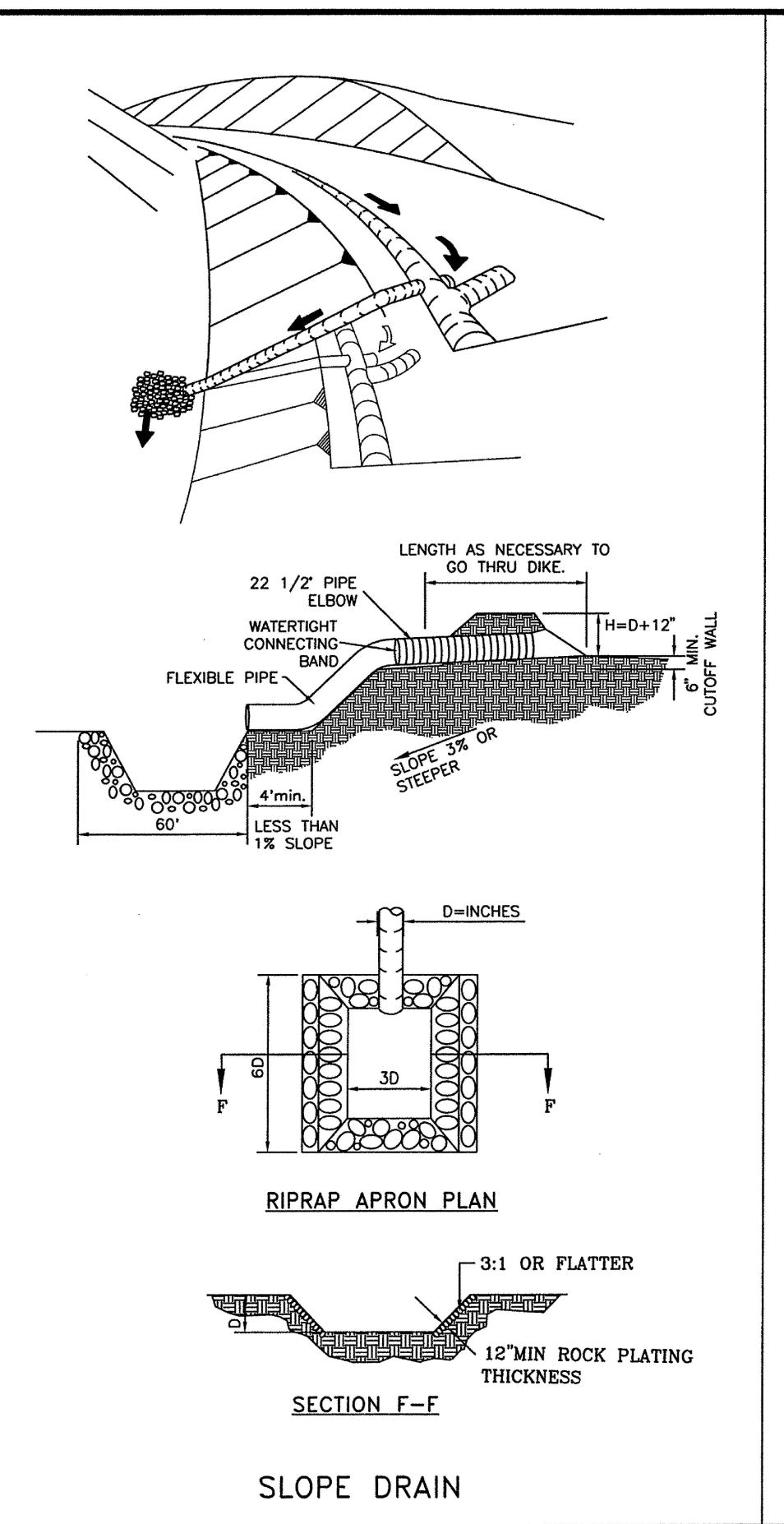
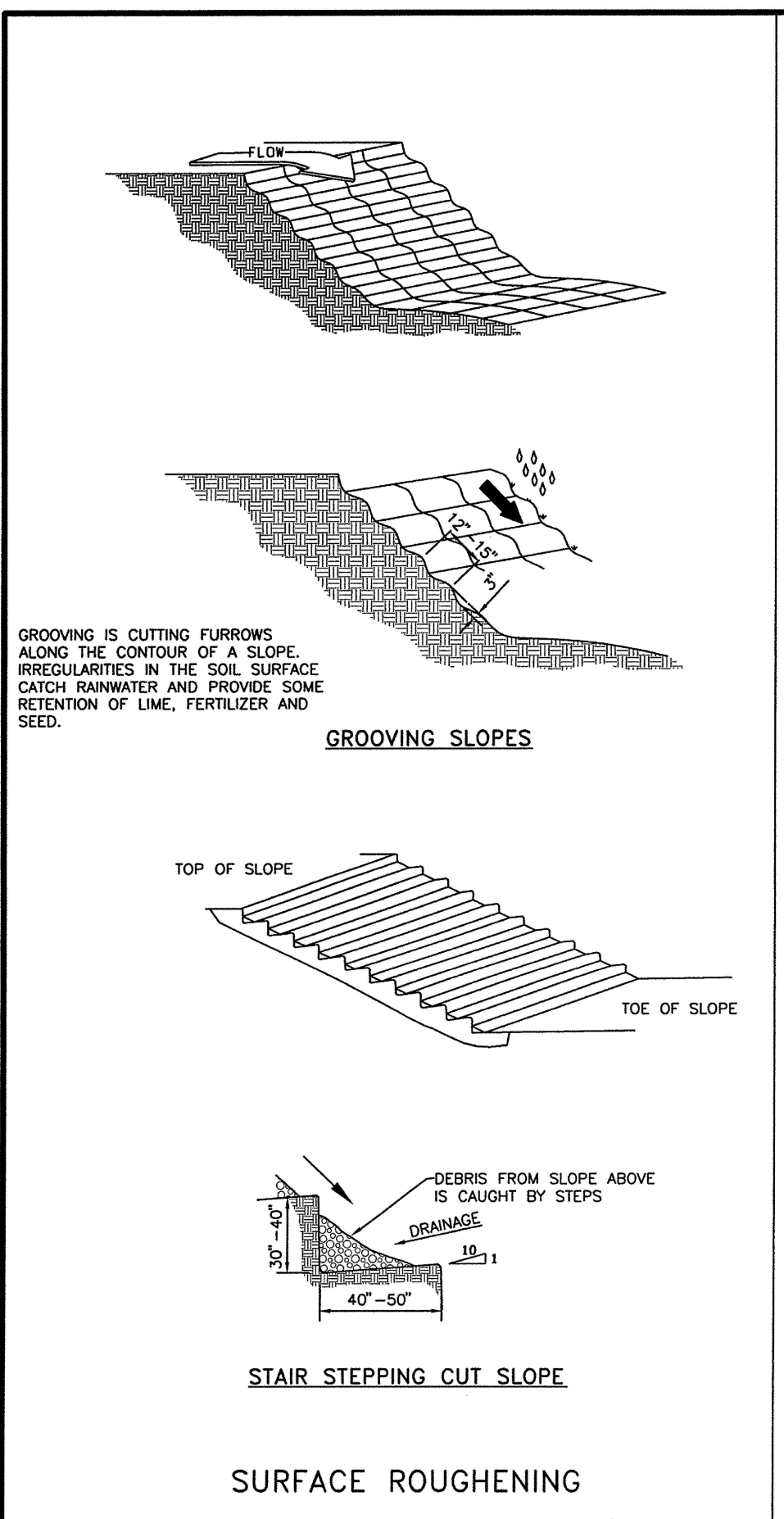
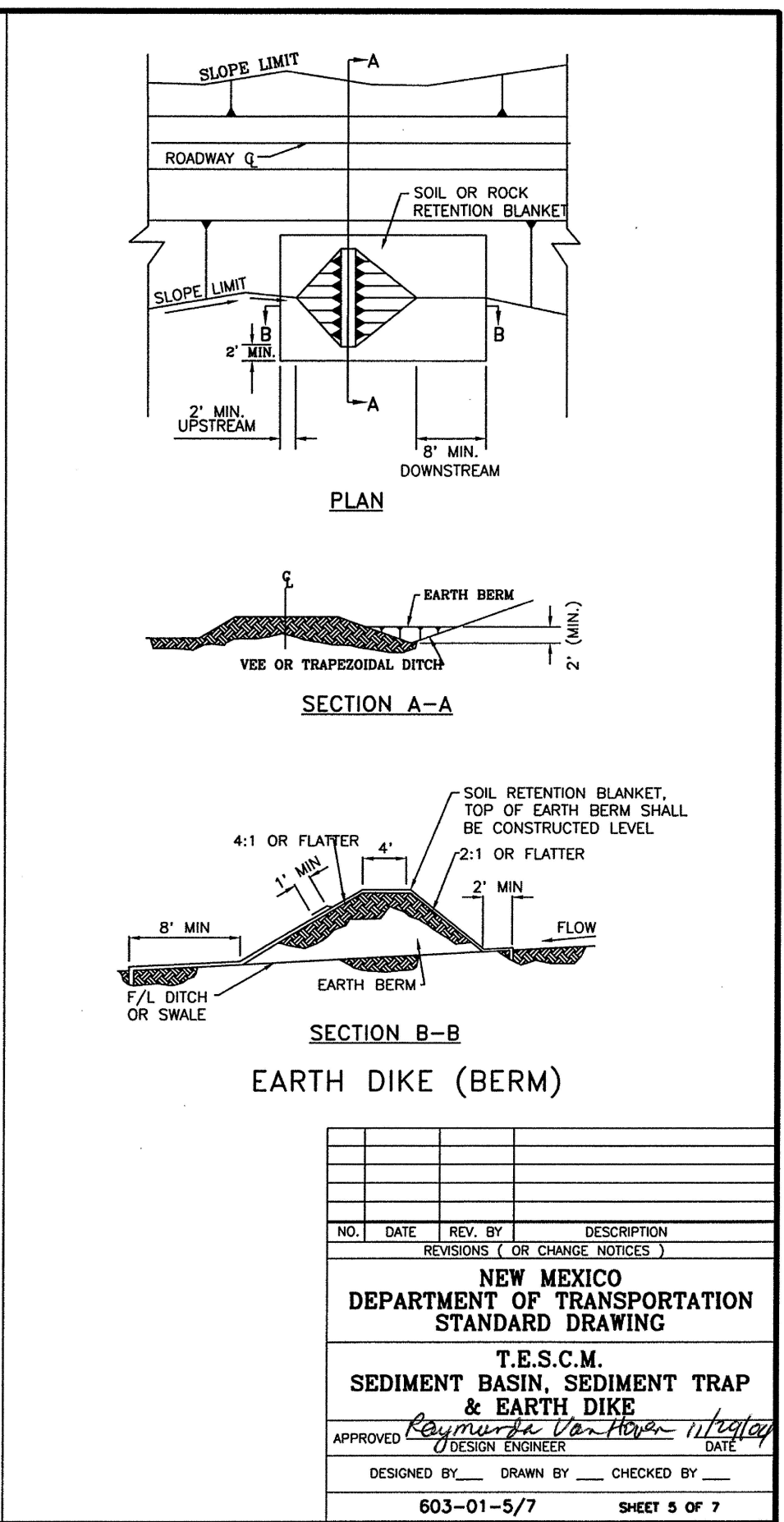
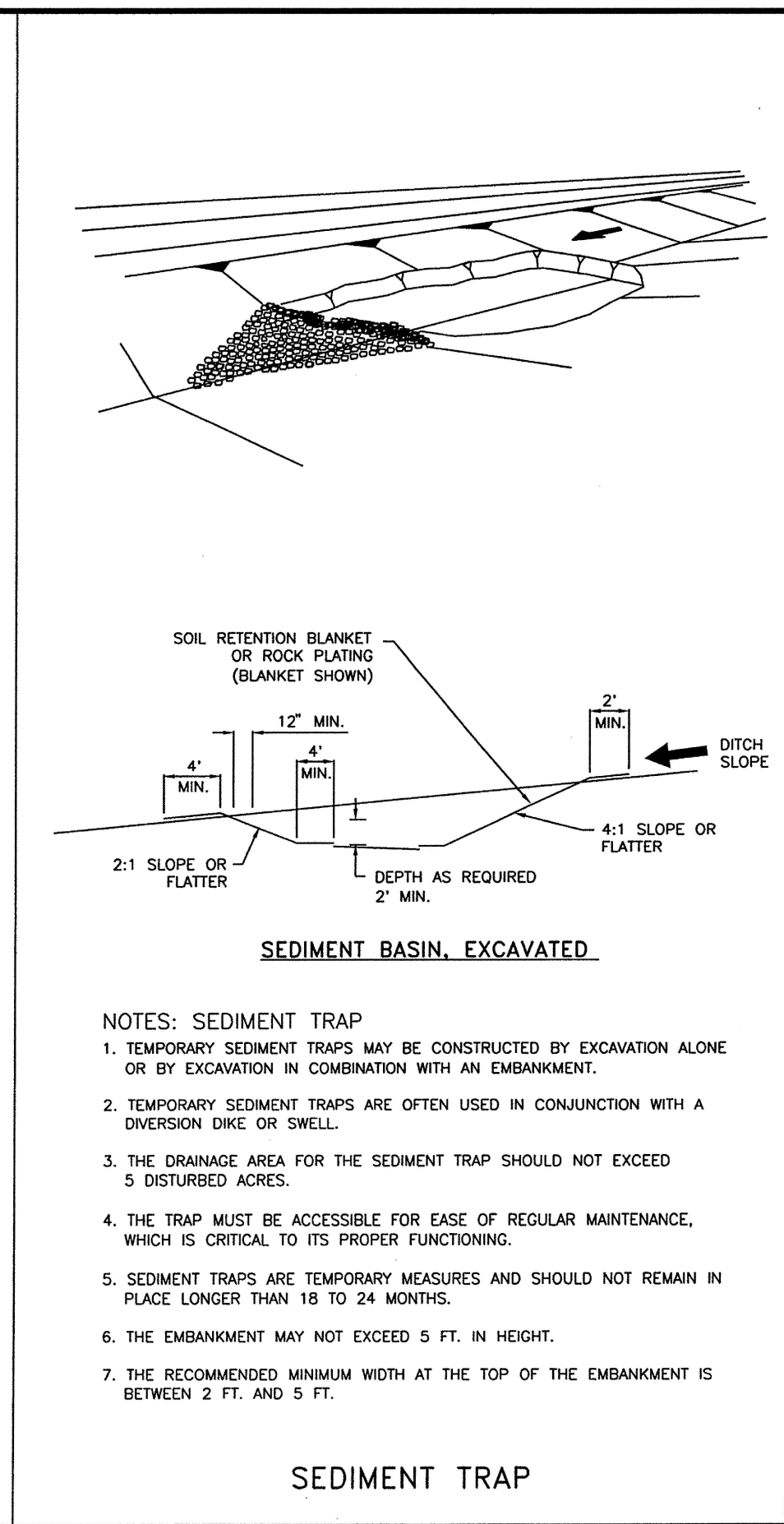
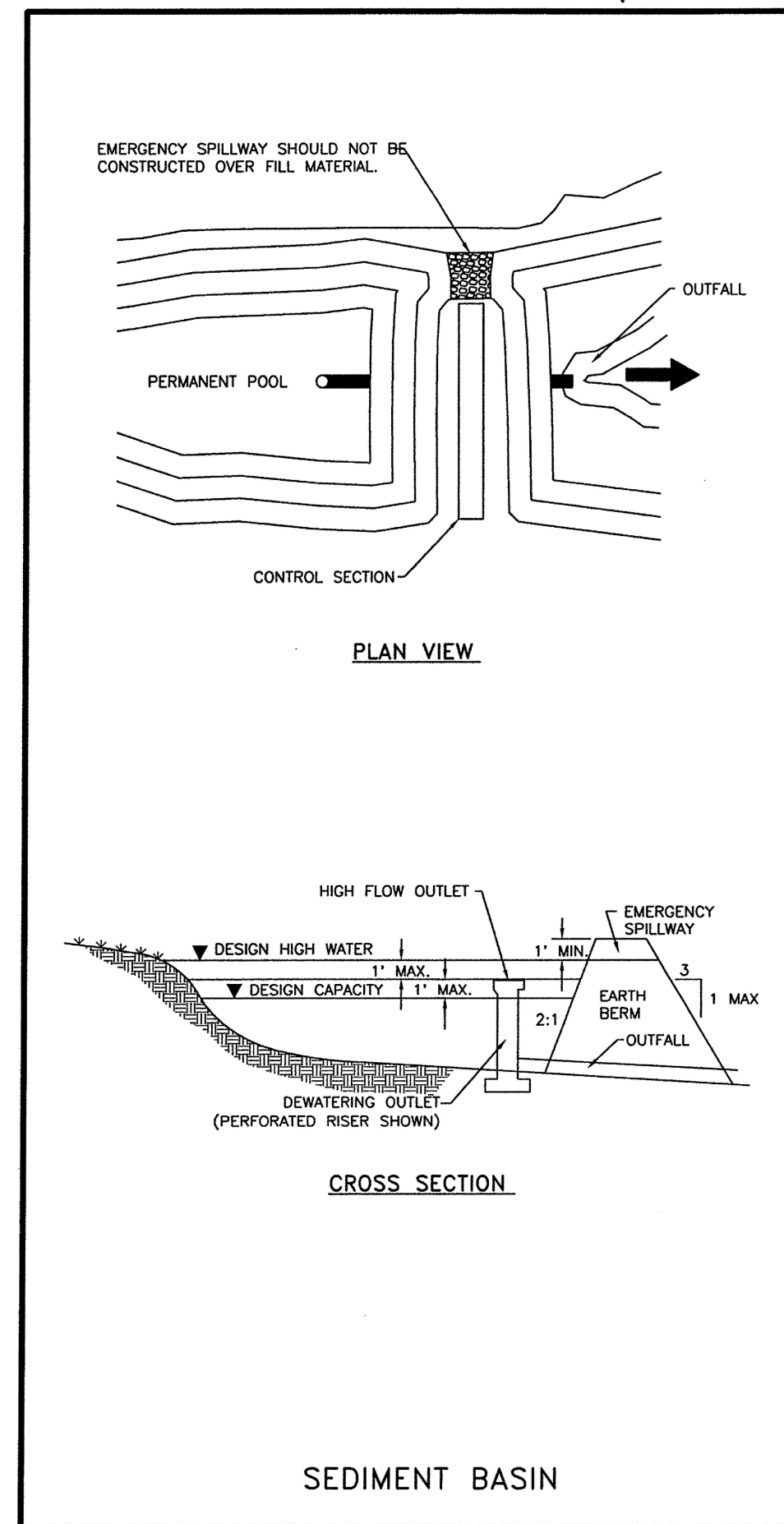
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/04
DESIGN ENGINEER

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-4/7

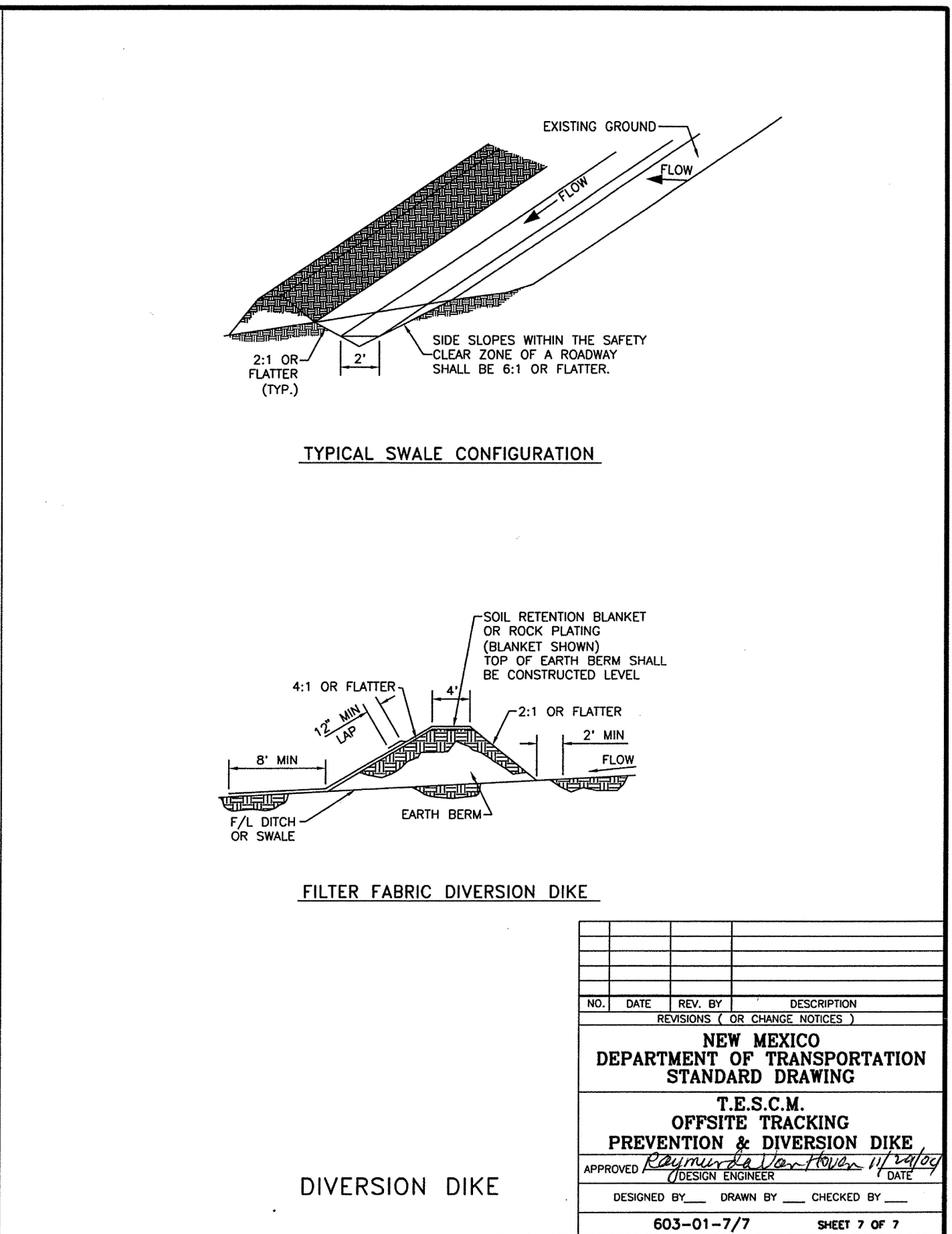
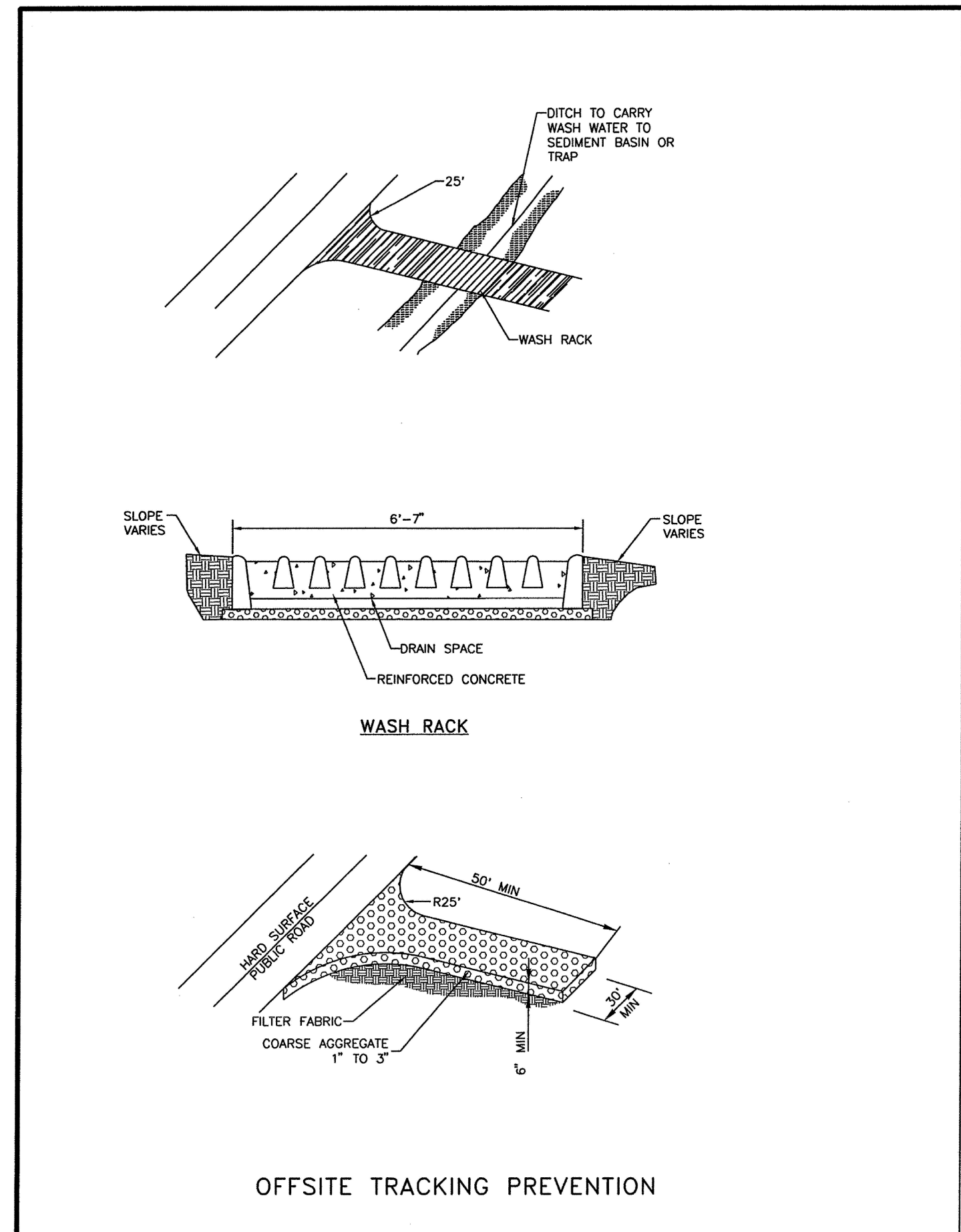


NOTES: PIPE SLOPE DRAIN

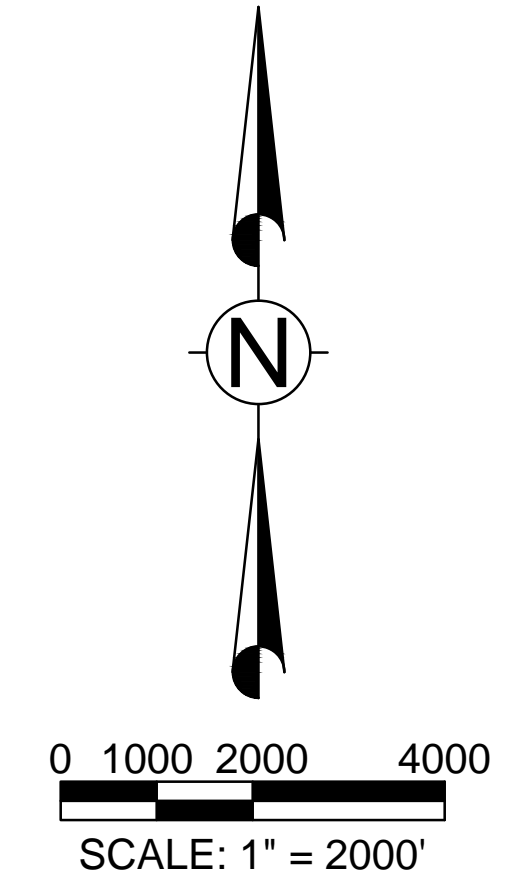
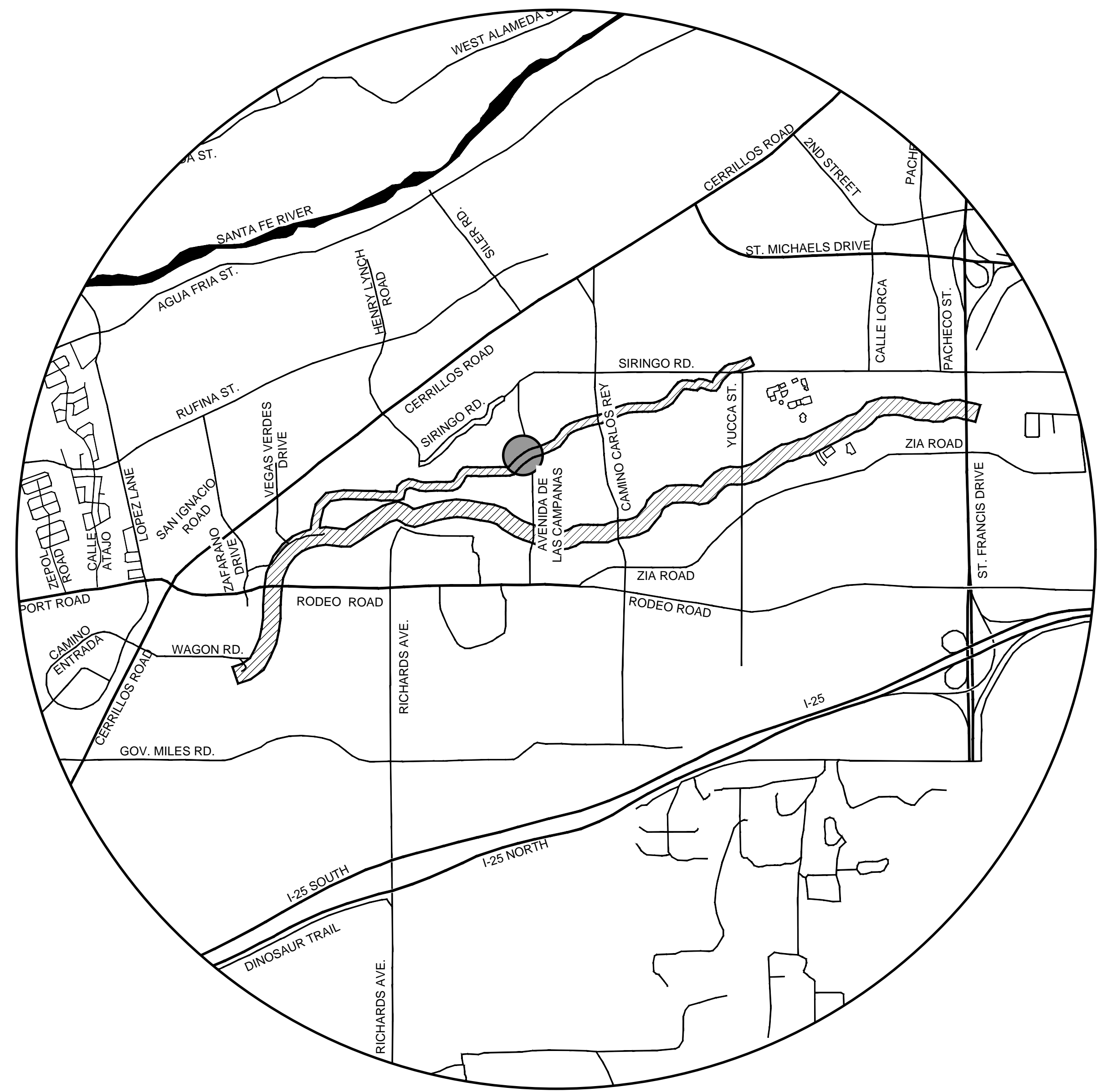
- THE FLEXIBLE PIPE SHALL BE THE SAME DIAMETER AS THE INLET PIPE AND SHALL BE CONSTRUCTED OF A DURABLE MATERIAL WITH HOLD-DOWN GROMMETS SPACED AT 10 FT. ON CENTER.
- THE FLEXIBLE PIPE SHALL BE SECURELY FASTENED TO THE CORRUGATED METAL OR HIGH DENSITY POLYETHYLENE PIPE WITH METAL STRAPPING OR WATER TIGHT CONNECTING COLLARS.
- THE FLEXIBLE PIPE SHALL BE STAKED AT 10 FT. CENTERS ALONG THE SLOPE USING MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO THE GROUND.
- RIGID PIPE SHALL BE ANCHORED AT BENDS. ANCHORAGE SHALL CONSIST OF A MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO GROUND, OR EARTHEN THRUST BLOCK.
- PAYMENT OF BASIN ITEMS ARE INCIDENTAL TO THE COST OF FLEXIBLE STORM DRAIN PIPE.
- FOR PIPE DIAMETER ON TEMPORARY SLOPE DRAIN SEE TABLE BELOW.

TEMPORARY SLOPE DRAIN PIPES	
Runoff Flow Rate (cfs)	Pipe Diameter Required (inches)
0 - 6.0	18
6.0 - 9.0	21
9.0 - 12.0	24
12.0 - 20.0	30

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES PIPE SLOPE DRAIN & SURFACE ROUGHENING			
APPROVED <i>Raymond V. Hobson</i> 11/14/67 DESIGN ENGINEER			
DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____			
603-01-6/7 SHEET 6 OF 7			



EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2



PREPARED FOR:
CITY OF SANTA FE
PUBLIC WORKS DEPT.
500 Market Station, Suite 200
Santa Fe, NM 87501

SANTA FE, NEW MEXICO
LYING WITHIN SECTION 4
T16N, R09E NMPM

APPROVED BY CITY OF SANTA FE

CITY PUBLIC WORKS DIRECTOR DATE

REVIEWED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION

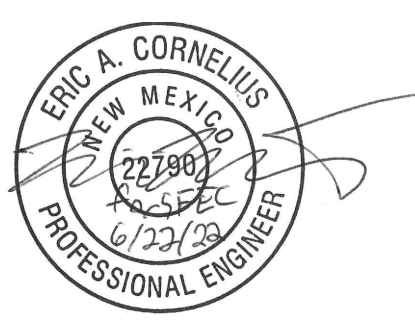
HISTORIC PRESERVATION DIVISION DATE

APPROVED BY CITY OF SANTA FE

CITY ROADWAY AND TRAILS DIVISION DIRECTOR DATE

APPROVED BY CITY OF SANTA FE MAYORS'S COMMITTEE ON DISABILITY

CITY ADA COORDINATOR DATE



REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE
APPROVAL OF REVISIONS							
		CITY OF SANTA FE		APPROVED FOR CONSTRUCTION			
				CITY ENGINEER		DATE	
		COVER SHEET		SHEET 1-1			

S
F
E
C

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, NM 87505
(505) 982-2845 - Phone
(505) 982-2641 - Fax
<http://www.SFENGR.com>

INDEX OF SHEETS

SHEET NUMBER	DESCRIPTION
1-1	COVER SHEET
1-2	INDEX OF SHEETS
1-3	REVEGETATION AND ENVIRONMENTAL NOTES
1-4 TO 1-5	NATIONWIDE PERMIT VERIFICATION (NOT REQUIRED)*
2-1	SITE PLAN
2-2	GEOMETRICS PLAN
2-3	DEMOLITION PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
4-1 TO 4-3	GENERAL NOTES
5-1	GRADING AND DRAINAGE PLAN
5-2	ENERGY DISSIPATOR SECTIONS AND DETAILS
5-3 TO 5-5	CHANNEL CROSS SECTIONS
6-1	CONSTRUCTION TRAFFIC CONTROL PLAN
7-1	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN

***NOTE**

A USACE PERMIT IS NOT REQUIRED FOR THIS SITE AS CURRENT USACE GUIDELINES CLASSIFY THIS CHANNEL AS OUTSIDE THE WATERS OF THE U.S.

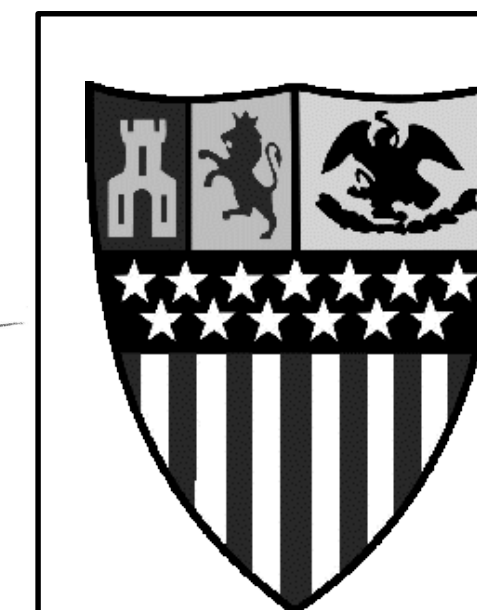
INDEX OF STANDARD DRAWINGS

SHEET NUMBER	DESCRIPTION	REVISION DATE	SERIAL
8-1	WIRE ENCLOSED RIPRAP CLASS "A"	11/16/2009	602-01-1/1
8-1	GABION BASKET DETAILS	1/9/2013	602-05-1/2
8-1	GABION RETAINING WALL DETAILS	1/9/2013	602-05-2/2
8-2	TESCM DETAILS	11/29/2004	603-01-1/7 TO 603-01-4/7
8-3	TESCM DETAILS	11/29/2004	603-01-5/7 TO 603-01-7/7

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

INDEX OF SHEETS



Conditional Section 401 Certification of NWP:

- Activities in intermittent and perennial surface waters of the state require notification to the NMED Surface Water Quality Bureau. The notification must include: 1) detailed construction plans (including proposed in-channel excavations and temporary diversions); 2) a description of potential adverse water quality impacts (including turbidity, which is a measurement of the amount of suspended material in water, as well as oil, grease, or hydraulic fluid, and all other potential contaminants); 3) a description of methods to be used to prevent water quality impacts (including detailed Best Management Practices, which must be designed to minimize sediment, oil, grease, and other pollutants from entering the water); 4) any surface water monitoring procedures; and 5) for any unavoidable surface water impacts, conceptual mitigation plans.
- Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system capable of containing twice the volume of the product. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
- All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed and maintained throughout the project period. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.
- Work in the stream channel should be limited to periods of no flow. Work during low-flow periods must have prior approval by the NMED. Requests for such approval must describe planned methods to minimize turbidity and to avoid spills. Releases from dams must be incorporated into the work schedule to avoid working in high water.
- Temporary crossings should be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water, unless otherwise approved in writing by NMED. Heavy equipment must not be parked within the stream channel. Unless otherwise approved by NMED, directional borehole (horizontal) drilling must be used instead of open-cut trenching for the placement of utility lines or other buried structures crossing the channel. Requests for such approval of deviations must include a description of planned methods to minimize turbidity, to avoid spills, and to salvage any drilling equipment that cannot be withdrawn from beneath the channel.
- Unless otherwise approved by NMED, flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity, to avoid spills, and to provide a continuous zone of passage for aquatic life through or around the project area in which the water quality meets all applicable criteria including turbidity.
- All asphalt, concrete, drilling fluids and muds, and other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non erodible cofferdams to prevent contact with surface or ground water. Appropriate measures must be used to prevent wastewater from concrete hatching, vehicle wash-down, or aggregate processing entering the watercourse. Dumping of any waste materials in or near watercourses is prohibited.
- Protective measures must be used to prevent blast, ripped or excavated soil or rock from entering surface water. Construction excavation dewatering discharges are to be uncontaminated and include all practicable erosion control measures and turbidity control techniques.
- Work or the use of heavy equipment in wetlands must be avoided or minimized unless the impacts are to be mitigated. Construction activities in wetlands must be scheduled during low water or winter (frozen) conditions. Unless otherwise approved by NMED, wetland crossings must be restricted to a single location and constructed perpendicular to and at a narrow point of the wetland. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills. Wetland vegetation and excavated material (top soil) must be retained and reused to improve seeding success. Permeable fills should be designed and installed when practicable, and flows to wetlands must not be permanently disrupted. Fill materials must be clean and consist of coarse material with minimal fines. Ditches or culverts in wetlands must have properly designed, installed and maintained siltation or sedimentation structures at the outfall.
- During repair, demolition, treatments, or cleaning activities of bridges or associated structures (e.g., deck, pier, abutment, and wing walls), materials must be kept out of the channel. Before removing a bridge or related structures, impermeable containment material (e.g., plastic sheet, canvas, tarpaulins or other catchment devices) must be secured under the bridge and on the banks to capture any debris that may fall into the stream channel. Sandblasting operations must include vacuum systems or the bridge and associated structures must be completely bagged to collect all lead paint and concrete debris. Any debris that falls onto the containment area or channel must be properly disposed in accordance with the New Mexico Solid Waste Regulations (20.9.1 NMAC). Applicable Material Safety Data Sheets of water repellants and surface finish treatments must be maintained at the project area.
- Bridges, culverts and structures at stream crossings must be properly designed, installed and maintained to allow passage of sediment, bedload, and woody debris, and to prevent erosion problems or diversion of the stream from its natural channel Unless otherwise approved by NMED, projects must not alter the natural stream channel size or shape (width, depth, gradient, direction or meander pattern), streamflow velocity (sediment transport rates), or water flow capacity. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills, as well as to stabilize modified hydraulic geometry.
- Culverts at stream crossings must be designed and installed to prevent upstream headcutting, downstream channel incision, and erosion of the streambanks or the crossing. Culverts should be designed to pass 100-year flow events. Culvert design must allow for the passage of fish and other aquatic organisms. The road grade at culvert stream crossings must prevent the diversion of the stream from its channel in the event of culvert failure due to plugging or the exceedance of capacity. If the flow overtops the road, it must return to its natural channel instead of running down the road into a new channel.
- Excavated trenches must be backfilled and compacted to match the bulk density and elevation of the adjacent undisturbed soil.
- Unless otherwise approved by NMED, all areas adjacent to the watercourse that are disturbed because of the project, including temporary access roads, stockpiles and staging areas, must be restored to pre-project elevations. Disturbed areas outside the channel that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. Measures to prevent damage by beavers, wildlife, or livestock are required until trees are established. Plantings must be monitored and replaced for an overall survival rate of at least 80 percent by the end of the second growing season. Once established, native plants adapted to the site must be able to thrive with no supplemental water or treatment. Requests for approval of deviation from this condition must include descriptions of planned methods to minimize turbidity and avoid spills, as well as final grading plans.
- A copy of this Certification must be kept at the project site during all phases of construction. All contractors involved in the project must be provided a copy of this certification and made aware of the conditions prior to starting construction.
- The NMED must be notified at least five days before starting construction to allow time to schedule monitoring or inspections. The NMED must be notified immediately if the project results in an exceedance of applicable Standards.

REVEGETATION NOTES:

- DISTURBED AREAS OUTSIDE OF THE FLOODWAY SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF:

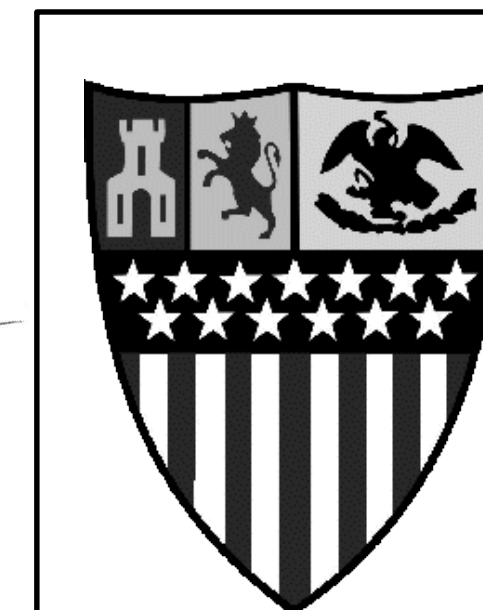
SEED TYPE	GENUS/SPECIES	COMMON NAME	SEED RATE LBS./ACRE OF PURE LIVE SEED
GRASSES	Achnatherum hymenoides	Indian Ricegrass	1.5
	Bouteloua gracilis	Blue Grama	4
	Bouteloua curtipendula	Sideoats Grama	3
	Buchloe dactyloides	Buffalograss	8
	Muhlenbergia wrightii	Spike Muhly	1
	Pascopyrum smithii	Western Wheatgrass	2
	Pleuraphis Jamesii	Galleta	1
	Schizachyrium scoparium	Little Bluestem	2
	Sporobolus airoides	Alkali Sacaton	1
	PERENNIALS	Castilleja integra	Orange Paintbrush
Gaillardia pulchella		Firewheel	2
Linum lewisii		Blue Flax	1.5
Lupinus argenteus		Silvery Lupine	1.5
Oenothera hookeri		Hooker's Evening Primrose	1
Penstemon barbatus		Scarlet Bugler	2
Penstemon strictus		Rocky Mountain Penstemon	2
Verbena bipinnatifida		Great Plains Verbena	1
		TOTAL	35.5

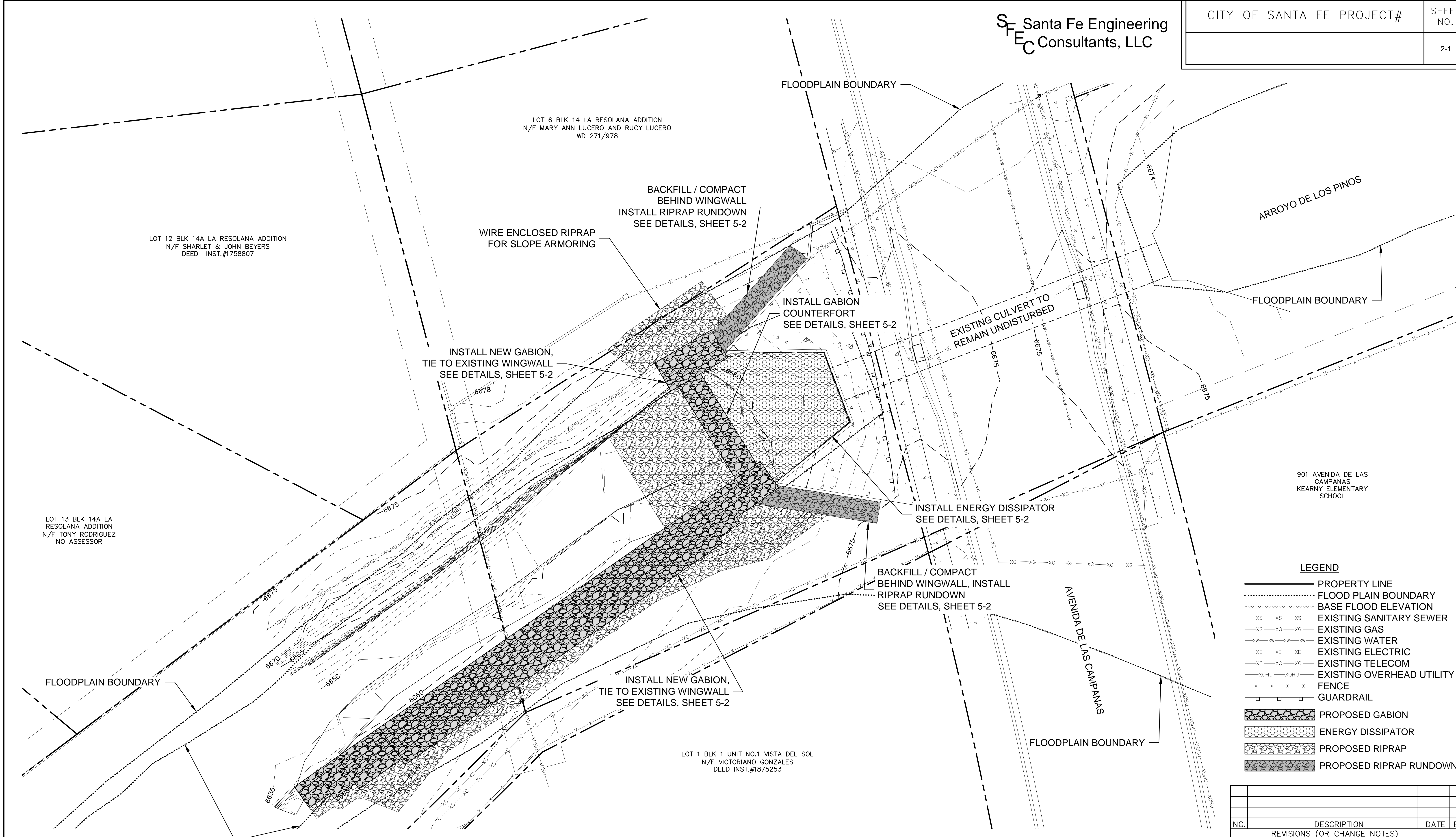
- MODIFICATIONS TO THIS SEED MIX SHALL BE APPROVED BY THE CITY OF SANTA FE PRIOR TO INSTALLATION.

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

REVEGETATION AND
ENVIRONMENTAL NOTES





LEGEND

- — — — — PROPERTY LINE
- FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- XS—XS—XS— EXISTING SANITARY SEWER
- XG—XG—XG— EXISTING GAS
- XW—XW—XW— EXISTING WATER
- XE—XE—XE— EXISTING ELECTRIC
- XC—XC—XC— EXISTING TELECOM
- XOHU—XOHU— EXISTING OVERHEAD UTILITY
- X—X—X—X— FENCE
- — — — — GUARDRAIL
- PROPOSED GABION
- ENERGY DISSIPATOR
- PROPOSED RIPRAP
- PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

NOTE:

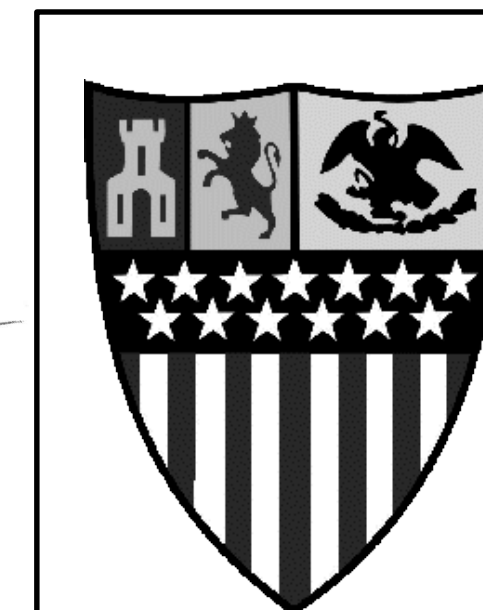
1. CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION.

SITE 2 IMPROVEMENTS INCLUDE:

- REMOVE AND REPLACE FALLEN GABIONS
- ENERGY DISSIPATOR
- WINGWALL PATCHING



SITE PLAN
 SCALE: 1" = 10'



**EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2**

SITE PLAN

DATE: JUNE 2022	SCALE: 1" = 10'	SHEET: 2-1
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LOT 6 BLK 14 LA RESOLANA ADDITION
N/F MARY ANN LUCERO AND RUCY LUCERO
WD 271/978

LOT 12 BLK 14A LA RESOLANA ADDITION
N/F SHARLET & JOHN BEYERS
DEED INST.#1758807

LOT 13 BLK 14A LA
RESOLANA ADDITION
N/F TONY RODRIGUEZ
NO ASSESSOR

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
N/F VICTORIANO GONZALES
DEED INST.#1875253

ARROYO DE LOS PINOS

AVENIDA DE LAS CAMPANAS

CONSTRUCTION
BASELINE

N:1690763.1027
E:1717436.8128

STA:0+00.00
OFF:6.00'R

STA:0+06.00
OFF:7.50'R

STA:0+24.00
OFF:10.50'R

STA:0+12.00
OFF:9.00'R

STA:1+24.94
OFF:32.78'L

STA:1+24.34
OFF:25.40'L

STA:1+29.32
OFF:24.90'L

STA:1+27.98
OFF:0.00'

STA:1+40.16
OFF:31.55'L

STA:1+67.33
OFF:34.87'L

STA:1+39.90
OFF:28.32'L

STA:1+39.56
OFF:24.07'L

STA:1+32.00
OFF:0.00'

STA:1+32.00
OFF:7.50'R

STA:1+29.14
OFF:7.50'R

STA:1+20.00
OFF:9.00'R

STA:1+14.00
OFF:10.50'R

N:1690860.4433
E:1717576.1857

STA:1+47.74
OFF:25.54'R

LEGEND

- PROPERTY LINE
- FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- XS-XS-XS- EXISTING SANITARY SEWER
- XG-XG-XG- EXISTING GAS
- XW-XW-XW- EXISTING WATER
- XE-XE-XE- EXISTING ELECTRIC
- XC-XC-XC- EXISTING TELECOM
- XOHU-XOHU- EXISTING OVERHEAD UTILITY
- X-X-X-X- FENCE
- GUARDRAIL
- [Pattern] PROPOSED GABION
- [Pattern] ENERGY DISSIPATOR
- [Pattern] PROPOSED RIPRAP
- [Pattern] PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

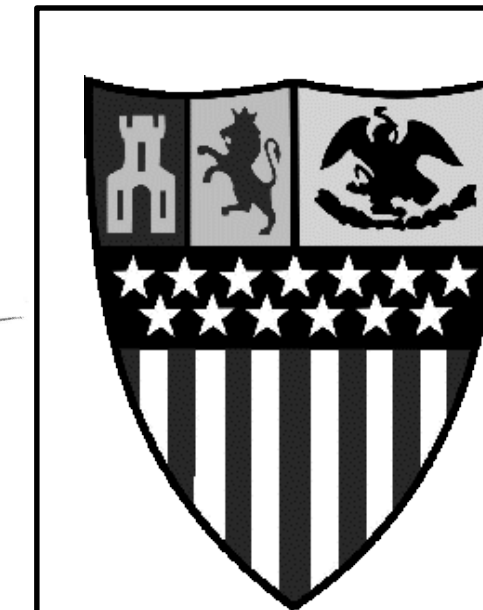
GEOMETRICS PLAN

DATE: JUNE 2022	SCALE: 1" = 10'	SHEET: 2-2
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GEOMETRICS PLAN
SCALE: 1" = 10'

0 5 10 20
SCALE: 1" = 10'



LOT 6 BLK 14 LA RESOLANA ADDITION
N/F MARY ANN LUCERO AND RUCY LUCERO
WD 271/978

LOT 12 BLK 14A LA RESOLANA ADDITION
N/F SHARLET & JOHN BEYERS
DEED INST.#1758807

LOT 13 BLK 14A LA RESOLANA ADDITION
N/F TONY RODRIGUEZ
NO ASSESSOR

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
N/F VICTORIANO GONZALES
DEED INST.#1875253

ARROYO DE LOS PINOS

901 AVENIDA DE LAS CAMPANAS
KEARNY ELEMENTARY SCHOOL

AVENIDA DE LAS CAMPANAS

EXISTING CONCRETE SLOPE
PAVING TO REMAIN

REMOVE EXISTING
ROUGH CONCRETE

EXISTING CULVERT TO
REMAIN UNDISTURBED

EXISTING GABION
TO REMAIN

EXISTING CONCRETE SLOPE
PAVING TO REMAIN

EXISTING FALLEN GABIONS
TO BE REMOVED

LEGEND

- PROPERTY LINE
- FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- XS -XS -XS- EXISTING SANITARY SEWER
- XG -XG -XG- EXISTING GAS
- XW -XW -XW- EXISTING WATER
- XE -XE -XE- EXISTING ELECTRIC
- XC -XC -XC- EXISTING TELECOM
- XOHU -XOHU -XOHU- EXISTING OVERHEAD UTILITY
- X -X -X- FENCE
- ▭ GUARDRAIL

-  EXISTING GABION
-  CONCRETE REMOVAL

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

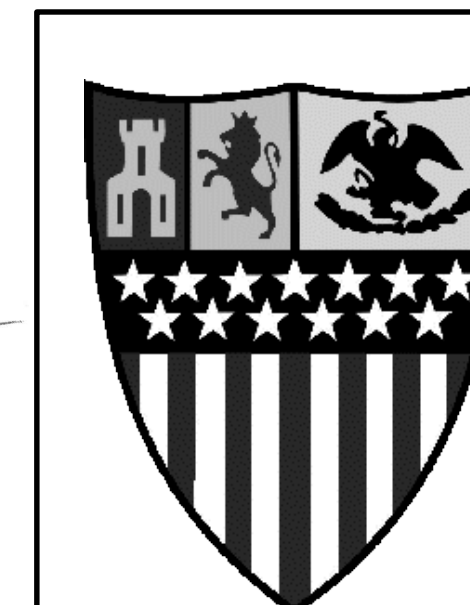
NOTE:

1. CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION.



DEMOLITION PLAN
SCALE: 1" = 10'

0 5 10 20
SCALE: 1" = 10'



EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

DEMOLITION PLAN

DATE: JUNE 2022 SCALE: 1" = 10' SHEET: 2-3

TOPOGRAPHIC MAP

SHOWING

SITE NF2

ALONG THE ARROYO DE LOS CHAMISOS
NORTH FORK/ ARROYO DE LOS PINOS
AT AVENIDA DE LAS CAMPANAS

PREPARED FOR

THE CITY OF SANTA FE

NOTES:

ALL EASEMENTS AND DATA ARE TAKEN FROM REFERENCE DOCUMENTS #1. NO ADDITIONAL RESEARCH HAS BEEN PROVIDED NOR PERFORMED FOR THIS SURVEY.

SEE RECORDED PLATS FOR NOTES, RESTRICTIONS AND EASEMENTS. THIS PROPERTY IS SUBJECT TO VALID RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD.

RECORD CONFIGURATIONS & PLAT DATA FOR ORIENTATION HAS BEEN ROTATED TO CALCULATED AVENIDA DE LAS CAMPANAS RIGHT OF WAY DERIVED FROM MEAN CENTERLINE OBTAINED FROM BACK OF CURB AND APPROXIMATED USING A COMBINATION OF OCCUPATION AND SCRIBES ON CURBS.

THIS IS NOT A BOUNDARY SURVEY OR A RIGHT-OF-WAY SURVEY. APPARENT PROPERTY CORNERS, RIGHT-OF-WAY LINE, OR PROPERTY LINES AS SHOWN ARE DERIVED FROM RECORD SURVEY PLATS, RIGHT-OF-WAY MAPS, OR DEEDS REFERENCED HEREON AND ARE NOT GUARANTEED OR TO BE RELIED ON FOR THE ESTABLISHMENT OF PROPERTY LINES.

ALL UNDERGROUND UTILITIES ON THIS DRAWING ARE APPROXIMATE, LOCATED FROM A COMBINATION OF FIELD TIES OF SURFACE FEATURES, MARKINGS BY LOCATORS AND G.I.S. MAPS PROVIDED BY UTILITY COMPANIES. REFER TO NMB11 TICKET 20MA160423. THIS INFORMATION SHOULD NOT BE USED IN LIEU OF FIELD INSPECTIONS. CONTRACTOR OR OWNER IS RESPONSIBLE TO HAVE UTILITIES LOCATED AND POT-HOLED PRIOR TO DIGGING. CONTACT THE GOVERNING UTILITY PROVIDER FOR ADDITIONAL INFORMATION.

FLOOD ZONE:

FLOOD DESIGNATION LOCATIONS ARE SHOWN HEREON FROM THE CITY OF SANTA FE'S ELECTRONIC G.I.S. FILES AND AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAPS (F.I.R.M.) #35049C0413E, EFFECTIVE DATE DEC. 04, 2012.

REFERENCE DOCUMENTS

1. SUBDIVISION PLAT "UNIT THREE DALE J. BELLAMAH'S LA RESOLANA ADDITION SANTA FE, NEW MEXICO, PREPARED BY ROBERT L.H. BAKER NMLS 2504, RECORDED AS DOCUMENT #241,769 IN PLAT BOOK 8 PAGE 151.
2. SUBDIVISION PLAT "UNIT NO. 1 VISTA DEL SOL, SANTA FE, NEW MEXICO, PREPARED BY RALPH K. HICKS NMLS 3307, RECORDED AS DOCUMENT #285,453 IN PLAT BOOK 13 PAGE 8.
3. SUBDIVISION "UNIT NO. 6 VISTA DEL SOL SANTA FE, NEW MEXICO, PREPARED BY RALPH K. HICKS NMLS 3307, RECORDED AS DOCUMENT #322,093 IN PLAT BOOK 20 PAGE 13.
4. SUBDIVISION PLAT "UNIT 4 DALE J. BELLAMAH'S LA RESOLANA ADDITION SANTA FE, NEW MEXICO, PREPARED BY ROBERT L.H. BAKER NMLS 2504, RECORDED AS DOCUMENT #248,266 IN PLAT BOOK 8 PAGE 204.

CONTROL DATUM

USE OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF NAD83, CENTRAL ZONE PROJECTION WAS UTILIZED FOR THE BASIS OF THIS SURVEY; BEARINGS, DISTANCES AND COORDINATES ARE GRID. ELEVATIONS ARE NAVD88 GEOID '99.

BASIS OF THE HORIZONTAL AND VERTICAL CONTROL ARE DERIVED FROM SANTA FE COUNTY GIS & NGS BLUE BOOK CONTROL MONUMENTS. DERIVED FROM STATIC OBSERVATION BASELINES FROM 1992 SANTA FE COUNTY CONTROL NETWORK.

CONTROL COORDINATES, NMSPC NAD83/NAVD88('92)
POINT NORTHING EASTING ELEV. ID LOCATION
1 1691469.409, 1718365.930, 6694.12, RBR, BOW AT PARK @ CAM. DEL GUSTO
1005, 1689692.300, 1717371.736, 6660.00, SMH, CAM. CONSUELO TURNAROUND
1008, 1689849.013, 1718823.471, 6696.70, SMH, C.LL. PRINCESA JUANA & CALLE REINA
1010, 1690600.074, 1720848.872, 6741.59, SMH, C.LL. ANNA JEAN & CAM CHUECO

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE GROUND SURVEY WAS COMPLETED UNDER MY PERSONAL SUPERVISION, ON APRIL 14, 2020. TO THE BEST OF MY KNOWLEDGE, THIS SURVEY AND MAPPING IS CORRECT, TRUE AND MEET MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

Diego J. Sismeros 4/15/2020
DIEGO J. SISMEROS N.M.P.L.S. #13986



DAWSON SURVEYS LEGEND:

- DENOTES CALCULATED POINT, NOT FOUND NOR SET
- ⊗ DENOTES UTILITY METER/VALVE/PEDESTAL/BOX, ETC.
- ⊙ DENOTES WATER METER
- ⊕ DENOTES WATER VALVE
- ⊠ DENOTES FIRE HYDRANT
- DENOTES GAS LINE LOCATES
- DENOTES ASSUMED/SCALED GAS LINE
- DENOTES COMMUNICATIONS LINE LOCATES
- DENOTES ASSUMED/SCALED COMMUNICATIONS LINE
- DENOTES FLOOD PLAIN LIMITS, VIA GIS DATA
- WD DENOTES WARRANTY DEED
- DENOTES CONCRETE
- ▨ DENOTES GABION



SCALE 1"=50' FEET
50' 0 50'

SHEET 2 OF 9

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, NEW MEXICO
FILE# 10469TOPO DATE: 4/15/2020

SHEET 3-1

CITY OF SANTA FE GENERAL NOTES:

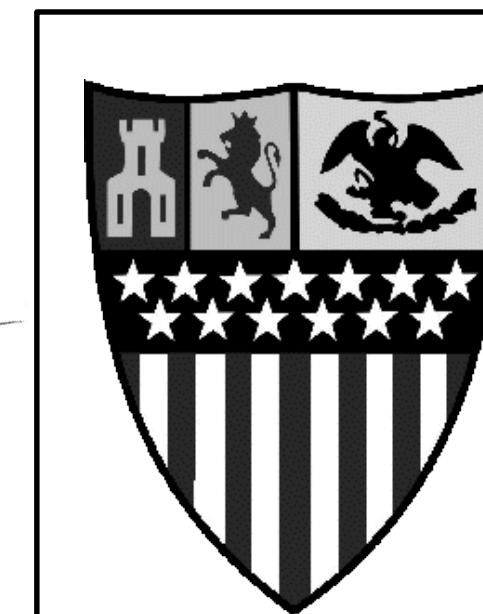
1. **EXCAVATION PERMIT:** THE CONTRACTOR SHALL OBTAIN AN EXCAVATION/STREET CUT PERMIT FROM THE CITY OF SANTA FE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THESE PERMITS WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. PERMITS MAY BE OBTAINED FROM THE CITY OF SANTA FE STREETS AND DRAINAGE MAINTENANCE DIVISION, 1142 SILER ROAD, PHONE (505) 955-3000.
2. **REMOVALS:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 601000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE COMPENSATION FOR UNLISTED REMOVALS.
3. **PUBLIC ACCESS TO LOCAL BUSINESSES AND RESIDENCES:** THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF ANY SCHEDULED ACCESS MODIFICATIONS, AT LEAST 48 HOURS IN ADVANCE, WITH THE PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
4. **UTILITY LOCATIONS:** THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE. THIS INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES. CONTACT NEW MEXICO ONE CALL SYSTEM INC. AT 1-800-321-ALER(T) [1-800-321-2537].
5. **CLEANING OF EXISTING STRUCTURES:** THE CONTRACTOR SHALL CLEAN ALL EXISTING STRUCTURES THAT ARE TO REMAIN OPERATIONAL, PRIOR TO INITIATING STRUCTURE EXTENSION WORK. STRUCTURES SHALL BE CLEAN PRIOR TO FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
6. **SPECIFICATION:** FOR THIS PROJECT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) WILL BE USED. REFERENCES TO THE DEPARTMENT SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT.
7. **QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE:** THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED. QUANTITIES SHOWN IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY.
8. **ALL TRAFFIC CONTROL DEVICES:** SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THESE DEVICES SHALL ALSO COMPLY WITH THE CURRENT EDITION, WITH REVISIONS, OF THE M.U.T.C.D.
9. **CONTRACTOR COORDINATION WITH UTILITIES:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATION WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENTLY WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND IS HEREBY REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6, COOPERATION WITH UTILITIES, AND 107.18, CONTRACTOR'S RESPONSIBILITY FOR WORK, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (2019 EDITION).
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT, REGARDLESS OF THE AVAILABILITY OF WATER. THE COST OF WATER WILL BE INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
11. THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CITY OF SANTA FE NOISE ORDINANCES SFCC 10-2.4 B.(5)(a) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIAL ZONED AREAS BETWEEN THE HOURS OF 5:00PM AND 8:00AM THE FOLLOWING DAY. IN ACCORDANCE WITH SFCC 10-2.8 PERMITS, THE CONTRACTOR MAY REQUEST APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.
12. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS BETWEEN THE HOURS OF 7:00AM TO 8:30AM AND 4:00PM TO 6:00PM, MONDAY THRU FRIDAY SO AS TO NOT IMPEDE RUSH HOUR TRAFFIC. THE CONTRACTOR SHALL COMPLY WITH CITY OF SANTA FE ORDINANCES, AS REQUIRED, REGARDING WORKING HOUR LIMITATIONS. AT ALL TIMES, ACCESS SHALL BE PROVIDED TO PROPERTIES AND BUSINESSES.
13. POSSIBLE STAGING ACCESS AREAS IDENTIFIED IN THE PLANS FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING/ SECURING THEIR OWN STAGING/ ACCESS LOCATIONS AND ENSURE ALL YARD SITES AND ACCESS ROUTES COMPLY WITH NPDES REGULATIONS. CONSTRUCTION YARD AND INSTALLATION/ MAINTENANCE OF PROPER NPDES CONTROLS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 621000 - "MOBILIZATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
14. ALL DIMENSIONS ON PLANS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THIS WORK.
15. **CPM SCHEDULE:** THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE AT THE PRECONSTRUCTION CONFERENCE. THE CRITICAL PATH PROJECT SCHEDULE IS TO INCLUDE LOGIC POINTS, OR PRODUCTION LEVELS, USED IN ITS DEVELOPMENT. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
16. **LANDFILL FEES:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES. THESE FEES SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 601000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
17. THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR RIGHT-OF-WAY LIMITS. PARKING OF PRIVATE VEHICLES SHALL NOT BE ALLOWED ALONG CONSTRUCTION AREAS THROUGHOUT THE CONSTRUCTION LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, ACROSS, OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.
18. **PROTECTION OF SURVEY MONUMENTS:** THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETC MARK PRESERVATION GUIDEBOOK", NATIONAL GEODETIC SURVEY, MARCH 1990, CONTACT: NGS MARK PRESERVATION CENTER - NOAA, TELEPHONE (505) 768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
19. PUBLIC NOTIFICATION OF LANE CLOSURES: THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL OF THE PROJECT MANAGER. THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. IN ADDITION THE CONTRACTOR SHALL CONCURRENTLY PROVIDE THE SAME INFORMATION TO THE CITY OF SANTA FE'S PUBLIC INFORMATION OFFICE; CONTACT PERSON IS JODI PORTER AT (505) 955-6045. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT FOR THESE ADVISORIES.
20. APPROPRIATE SIDEWALK AND TRAIL CLOSURE SIGNAGE AND PEDESTRIAN DETOURS MEETING ADA REQUIREMENTS SHALL BE INSTALLED PER THE MUTCD FOR TEMPORARY CONSTRUCTION ACTIVITIES AFFECTING PEDESTRIAN TRAVEL. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE PRICE FOR ITEM 618000 - "TRAFFIC CONTROL MANAGEMENT".
21. **CONSTRUCTION YARD:** THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S OWN EXPENSE AND WITHOUT LIABILITY TO THE OWNER ANY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. NPDES SWPPP MEASURES AND INSPECTIONS TO ANY SUCH AREA OR YARD UTILIZED FOR PURPOSES OF THE PROJECT MAY APPLY. SEE NOTE #13.
ASPHALT DISPOSAL: THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT MATERIAL REMOVED ON THIS PROJECT BY HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL, THE COST IS INCLUDED IN ITEM 601000 - "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".
23. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE, INCLUDING UTILITIES. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO AVOID DAMAGE TO ANY ADJACENT STRUCTURES. ANY NON-NECESSARY REMOVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THEIR REPLACEMENT.
24. **BI-WEEKLY PROJECT MEETING:** THE CONTRACTOR SHALL COORDINATE AND CONDUCT A BI-WEEKLY PROJECT MEETING DURING CONSTRUCTION, IN COORDINATION WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MEETING LOCATION AND SHALL INVITE APPROPRIATE CITY STAFF & UTILITY COMPANY REPRESENTATIVES. THE COST ASSOCIATED WITH THESE WEEKLY MEETINGS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASUREMENT OR PAYMENT WILL BE MADE.
25. **PROTECTION OF WORK:** DURING REMOVAL OPERATIONS IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED AREAS FROM THE ELEMENTS. THE CONTRACTOR SHALL NOT LEAVE ANY AREAS EXPOSED FOR MORE THAN 48 HOURS. THE CONTRACTOR SHALL NOT LEAVE ANY TRENCHES OPEN OVERNIGHT WITHOUT PROPER PROTECTION DEVICES IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY SURFACE OR SUBSURFACE DAMAGE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
26. **ADA COMPLIANCE:** THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK & CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWINGS, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CONTRACTOR SHALL ENSURE THAT ANY TEMPORARY PEDESTRIAN DETOURS MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND TO HAVE THE CONTRACTOR REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT HIS COST THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

**EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2**

GENERAL NOTES

DATE: JUNE 2022	SCALE: N.T.S.	SHEET: 4-1
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CITY OF SANTA FE GENERAL NOTES (CONT'D):

27. **PRECONSTRUCTION CONFERENCE:** ATTENDANCE AT THE PRECONSTRUCTION CONFERENCE (PRECON) AND PROGRESS MEETINGS IS MANDATORY. AT THE PRECON CONTRACTOR SHALL SUBMIT THE FOLLOWING:
 - COPY OF CONTRACTOR'S LICENSE
 - COPY OF LIABILITY INSURANCE
 - COMPLETED PERMIT APPLICATIONS, FEES, AND PROOF OF BOND
 - TRAFFIC CONTROL PLAN (STAMPED BY PROFESSIONAL ENGINEER
 - PRE-PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AT A LATER DATE
 - PROJECT SCHEDULE (SEE NOTE #15)
 - LIST OF SUBCONTRACTORS
 - COPY OF COMPLETED NOI WITH SWPP CONTROLS IN PLACE
 THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
28. **WARPING OF SLOPES:** THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION EASEMENT LIMITS.
29. ALL LOCATIONS SHALL BE VERIFIED BY THE PROJECT MANAGER PRIOR TO REMOVALS. ANY REMOVALS NOT DEEMED NECESSARY BY THE PROJECT MANAGER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
30. **HANDLING OF MATERIAL:** THE CONTRACTOR MAY BE REQUIRED TO DOUBLE HANDLE MATERIAL NEEDED FOR THIS PROJECT. THE COST ASSOCIATED TO DOUBLE HANDLE SUCH MATERIAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASURE OR PAYMENT WILL BE MADE.
31. **NMDOT STANDARD DRAWINGS:** MAY BE FOUND AT THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
32. **NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION:** MAY BE FOUND THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
<https://www.dot.nm.gov/standards/>
33. **CONTRACTOR WEEKLY WORK SCHEDULE:** THE CONTRACTOR SHALL SUBMIT FOR THE CITY PROJECT MANAGER'S APPROVAL A WEEKLY WORK SCHEDULE (DESCRIBE ACTIVITIES AND DAY & HOURS TO BE WORKED) AT THE PRECONSTRUCTION MEETING. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR DETERMINES A CHANGE TO THEIR REGULAR WORK SCHEDULE IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A REVISED WORK SCHEDULE TO THE CITY PROJECT MANAGER FOR APPROVAL AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED WORK WEEK TO ALLOW THE CITY SUFFICIENT TIME TO SCHEDULE CITY INSPECTION PERSONNEL.
34. **MAINTENANCE AND TRAFFIC CONTROL:** THE CONTRACTOR SHALL HAVE T.C. CERTIFIED PERSONNEL AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK TO INSPECT AND MAINTAIN DETOURS AND TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE TO TAKE ADEQUATE PRECAUTIONS DURING INCLEMENT WEATHER SO THAT TRAFFIC IS NOT SUBJECT TO UNDUE DANGER. THIS WORK SHALL BE INCLUDED IN ITEM NO. 618000 – TRAFFIC CONTROL MANAGEMENT AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
35. **GRAFFITI-FREE WORK ZONE:** THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE GRAFFITI FROM ALL EQUIPMENT, MATERIALS AND WORK, WHETHER PERMANENT OR TEMPORARY, WITHIN 24 HOURS. THIS PROVISION INCLUDES GRAFFITI OR OTHER MARKINGS ON INSTALLED CONCRETE SURFACES. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF CONCRETE AND OTHER PAVED SURFACES INSTALLED AS PART OF THE PROJECT.
36. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY STREETS DIVISION AT LEAST SEVEN (7) DAYS PRIOR TO THE START OF WORK. TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. THE CITY STREETS DIVISION MAY BE REACHED AT (505) 955-3000.
37. FINAL RECORD DRAWINGS, REFLECTING SUBSTANTIAL CHANGES TO THE ORIGINAL DESIGN DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR'S SURVEYOR FOR APPROVAL TO THE ENGINEER. SAID PLANS SHALL BE APPROVED BY APPLICABLE CITY DIVISIONS PRIOR TO FINAL ACCEPTANCE OF PROJECT WORK FOR MAINTENANCE RESPONSIBILITY AND THE BEGINNING OF THE WARRANTY PERIOD. SEE SPECIAL NOTE 8, SHEET 4-3 FOR ADDITIONAL INFORMATION.

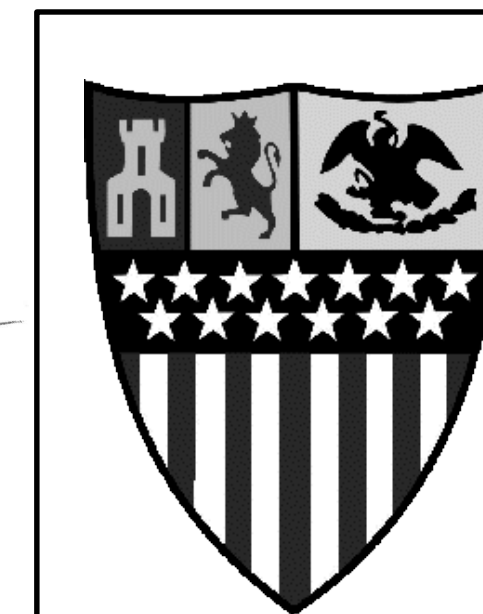
ENVIRONMENTAL NOTES:

1. DISPOSAL OF UNSUITABLE MATERIALS AND DEBRIS, ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE: UNSUITABLE CONSTRUCTION MATERIALS AND DEBRIS FROM CLEARING AND GRUBBING ARE TO BE PLACED IN AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE SECURED AND COORDINATED BY THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO NOTIFY THE PROJECT MANAGER, IN WRITING, OF THE DETAILS OF THE DISPOSAL OPERATION. BORROW MATERIAL, ROCK WASTE, VEGETATIVE DEBRIS, ETC., SHALL NOT BE PLACED IN WETLAND AREAS OR AREAS WHICH MAY IMPACT ENDANGERED SPECIES OR ARCHAEOLOGICAL RESOURCES. AN ARCHAEOLOGICAL SURVEY AND ENVIRONMENTAL CLEARANCE SHALL BE OBTAINED BY THE CONTRACTOR BEFORE DISPOSAL SITES ARE ACCEPTED IN ACCORDANCE WITH SUBSECTION 107.12 – CONTRACTOR'S RESPONSIBILITY FOR ARCHAEOLOGICAL CLEARANCE.
2. REPORTING AND CLEAN UP OF SPILLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEAN UP OF SPILLS ASSOCIATED WITH PROJECT CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING PAST SPILLS ENCOUNTERED DURING CONSTRUCTION AND OF CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION. REPORTS SHALL BE MADE IMMEDIATELY TO THE NM ENVIRONMENT DEPARTMENT 24 HOUR ENVIRONMENTAL EMERGENCY AT 505-827-9329 OR 866-428-6535 AND TO THE PROJECT MANAGER. ANY UNREPORTED SPILLS IDENTIFIED AFTER CONSTRUCTION SHALL BE CLEANED UP BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BEAR THE FULL COST OF THE CLEAN UP OF SPILLS.
3. CONTRACTOR'S ACTIVITIES IN THE VICINITY OF WATERWAYS: ALL WORK IN THE VICINITY OF LIVE STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRIGATION SUPPLIES SHALL BE AFFECTED IN SUCH A MANNER AS TO MINIMIZE VEGETATION REMOVAL, SOIL DISTURBANCE, AND EROSION. CROSSINGS OF LIVE STREAMS WITH HEAVY EQUIPMENT SHALL BE MINIMIZED, AS DETERMINED BY THE PROJECT MANAGER. EQUIPMENT REFUELING, MAINTENANCE, AND CEMENT DUMPING IN THE VICINITY OF WATER COURSES ARE STRICTLY PROHIBITED AND SHALL BE PERFORMED IN PROPER CONTAINMENT AREAS. IN CASES WHERE PROJECT ACTIVITIES FALL UNDER THE PERMIT CONDITIONS OF CLEAN WATER ACT SECTIONS 404 AND 401, THE MORE STRINGENT AND HIGHER STANDARDS FOR COMPLIANCE SHALL APPLY.
4. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 7-1. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
5. 404 PERMIT AND 401 WATER QUALITY CERTIFICATION: THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS AND RECOMMENDATIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS (CORPS) APPLICABLE 404 PERMIT (ACTION NO. SPA-2014-00145-ABQ) AND THE NEW MEXICO ENVIRONMENTAL DEPARTMENT SURFACE WATER QUALITY BUREAU (NMED SWQB) 401 WATER QUALITY CERTIFICATION.
6. PRIOR TO CONSTRUCTION, A SURVEY FOR PRAIRIE DOGS AND BURROWING OWLS SHALL BE CONDUCTED BY THE CONTRACTOR THROUGHOUT THE PROJECT LIMITS AND WITHIN THE EXISTING RIGHT-OF-WAY. PRAIRIE DOG SURVEYS SHALL BE CONDUCTED BETWEEN APRIL AND SEPTEMBER. IF PRAIRIE DOGS ARE FOUND, THEY SHALL BE RELOCATED IN COMPLIANCE WITH CITY OF SANTA FE ORDINANCES TO AN APPROPRIATE HABITAT OUTSIDE OF THE BREEDING SEASON (MAY 1 – JUNE 15).
7. IN THE EVENT PRAIRIE DOGS ARE LOCATED WITHIN THE PROJECT LIMITS DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROJECT MANAGER. THE CONTRACTOR IS HEREBY ADVISED OF THE CITY OF SANTA FE ORDINANCE NO. 2001-35 REGARDING THE HUMANE RELOCATION OF GUNNISON PRAIRIE DOGS AND SHALL BE REQUIRED TO ADHERE TO ALL FACETS OF THE ORDINANCE IF THE NEED ARISES.

LIST OF INCIDENTALS		
NO.	DESCRIPTION	NOTE NO.
1	PERMITS	1
2	UTILITY LOCATIONS	4
3	STRUCTURE CLEANING	5
4	CONSTRUCTION WATER	10
5	MONUMENT PROTECTION	18
6	PUBLIC NOTIFICATION	19
7	PRECONSTRUCTION SUBMITTALS, SCHEDULE, & PROGRESS MEETINGS	15, 24, 27
8	MATERIAL HANDLING	30

TESCP, NPDES, SWPPP ADDITIONAL NOTES:

1. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL. SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.
2. THE CONTRACTOR SHALL COMPLY WITH ALL REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FOR INFORMATION CONTACT THE NPDES CONTACT FOR THE CITY OF SANTA FE AT (505) 955-2132. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS FOR NPDES COMPLIANCE. IMPROVEMENTS INCLUDED IN THIS PROJECT MAY QUALIFY AS NPDES BMPS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING NPDES APPLICATIONS AND NOTICES OF INTENT (NOI), DEVELOPING STORM WATER POLLUTION PREVENTION (SWPP) PLANS, AND MONITORING. A COPY OF THE SWPPP, NOI, AND OTHER NPDES DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF SANTA FE STORM WATER MANAGEMENT SECTION AND THE CITY'S PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED BOTH DURING AND AFTER CONSTRUCTION TO PREVENT, TO THE EXTENT PRACTICABLE, POLLUTANTS IN STORM WATER FROM ENTERING WATERS OF THE U.S.
5. **CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS-** SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.



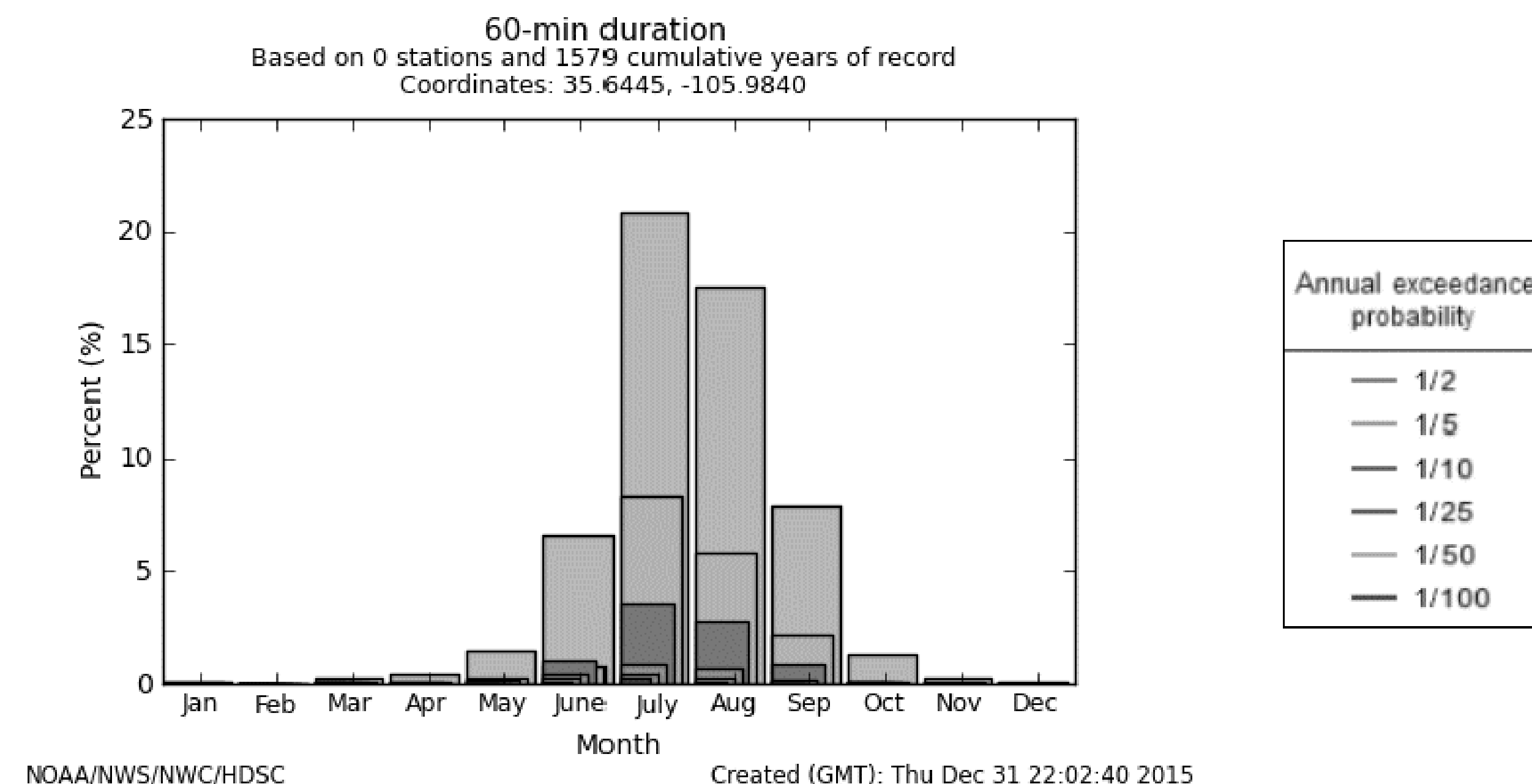
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
GENERAL NOTES			
DATE:	SCALE:	SHEET:	
JUNE 2022	N.T.S.	4-2	

UTILITY GENERAL NOTES:

- EXISTING UTILITIES:** THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK MAY INCLUDE POT HOLING. COSTS ASSOCIATED WITH LOCATING EXISTING UTILITIES ARE CONSIDERED INCIDENTAL AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. IF EXISTING UTILITIES ARE DAMAGED DURING POTHOLE OPERATIONS OR DURING CONSTRUCTION ALL WORK OR COSTS ASSOCIATED WITH REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
- CONTRACTOR COORDINATION WITH UTILITY OWNERS:** THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATING WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6 – COOPERATION WITH UTILITIES, AND 107.20 – CONTRACTOR'S RESPONSIBILITY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY & BRIDGE CONSTRUCTION, 2019 EDITION
- CONTRACTOR SHALL PREVENT ANY DEBRIS FROM ENTERING THE SANITARY SEWER DURING CONSTRUCTION. SPECIAL ATTENTION SHALL BE GIVEN TO THE SANITARY SEWER TO PREVENT STOPPAGE OR DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH ANY MAINTENANCE, INCLUDING BY-PASS PUMPING OR DAMAGES CAUSED BY CONSTRUCTION.
- THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION OR TIME EXTENSION FOR DELAYS OR INCONVENIENCES OR DAMAGES SUSTAINED DUE TO ANY INTERFERENCE FROM SAID UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM RESULTING FROM CONTRACTOR'S NEGLIGENCE.
- CENTURY LINK (OR OTHER) FIBER OPTIC LINE:** THE CONTRACTOR SHALL NOTIFY CENTURY LINK 72 HOURS IN ADVANCE OF ANY EXCAVATION WORK IN THE AREA OF A FIBER OPTIC LINE. THE CONTRACTOR SHALL COORDINATE WITH CENTURY LINK DURING EXCAVATION SO CENTURY LINK CAN PROVIDE THE LABOR AND MATERIAL TO PROPERLY SUPPORT THE FIBER OPTIC LINE BEFORE SOIL IS REMOVED FROM UNDER THE LINE. COORDINATION OF WORK SHALL BE INCIDENTAL TO THE PROJECT.

POTENTIAL WORKZONE FLOODING:

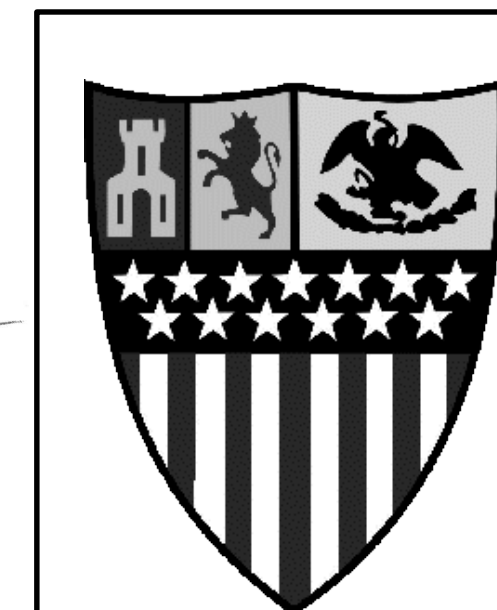
THE CONTRACTOR SHOULD BE AWARE OF TYPICAL PRECIPITATION AND RUNOFF PATTERNS IN THIS AREA AND CONSIDER THE POTENTIAL DANGER OF FLOODING WITHIN THE ARROYO DE LOS CHAMISOS. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT HIS WORK AND PERSONNEL. THIS IS INCIDENTAL TO THE PROJECT.



SPECIAL NOTES:

- THE CONTRACTOR'S SURVEYOR SHALL COORDINATE WITH DAWSON SURVEYS, INC. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROPOSED GRADES, INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, PROPERTY LINES, RIGHT OF WAY, SETBACKS, AND TOPOGRAPHY PRIOR TO CONSTRUCTION. ANY DEVIATIONS SHALL BE REPORTED TO THE ENGINEER.
- THE EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS HAVE BEEN COMPILED FROM MULTIPLE SOURCES, INCLUDING UTILITY LOCATES, AND FIELD SURVEYS (AS COMPILED BY DAWSON SURVEYS, INC.). IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POTHOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ARROYO DEL LOS CHAMISOS TRAIL. IF REPAIR IS NEEDED, THE CONTRACTOR SHALL CUT AND PATCH THE EXISTING TRAIL TO MATCH EXISTING SURFACE THICKNESS AS DIRECTED BY THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE/TRANSPLANT VEGETATION INCLUDING BUT NOT LIMITED TO (TREES, SHRUBS, BUSHES, NATIVE GRASSES). CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE SHEETS 1-3, REVEGETATION AND ENVIRONMENTAL NOTES, AND 7-1, BEST MANAGEMENT PRACTICES.
- CONTRACTOR SHALL CONFINE WORK AREAS TO THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
- THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PEDESTRIAN TRAFFIC DETOUR PLAN TO INCLUDE FLAGGING OPERATIONS, COVERING THE EXCAVATION, AND PROVIDING A TEMPORARY BASE COURSE WALKWAY THAT IS ADA ACCESSIBLE AROUND THE CONSTRUCTION ZONE ON THE EXISTING TOP OF BANK. SAID WALKWAY SHALL BE MAINTAINED TO ENSURE ADA COMPLIANCE. TRAFFIC AND PEDESTRIAN CONTROL PLAN WILL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER. SEE CITY OF SANTA FE GENERAL NOTE #20, FOR ADDITIONAL INFORMATION.
- MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT. THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2			
GENERAL NOTES			
DATE:	SCALE:	SHEET:	
JUNE 2022	N.T.S.	4-3	



LOT 6 BLK 14 LA RESOLANA ADDITION
 N/F MARY ANN LUCERO AND RUCY LUCERO
 WD 271/978

LOT 12 BLK 14A LA RESOLANA ADDITION
 N/F SHARLET & JOHN BEYERS
 DEED INST.#1758807

LOT 13 BLK 14A LA RESOLANA ADDITION
 N/F TONY RODRIGUEZ
 NO ASSESSOR

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
 N/F VICTORIANO GONZALES
 DEED INST.#1875253

ARROYO DE LOS PINOS

901 AVENIDA DE LAS CAMPANAS
 KEARNY ELEMENTARY SCHOOL

AVENIDA DE LAS CAMPANAS

WIRE ENCLOSED RIPRAP FOR SLOPE ARMORING

INSTALL NEW GABION, TIE TO EXISTING WINGWALL SEE DETAILS, SHEET 5-2

TIE TO EXISTING GABION

INSTALL NEW GABION, TIE TO EXISTING WINGWALL SEE DETAILS, SHEET 5-2

TIE TO EXISTING GABION

LEGEND

- PROPERTY LINE
- FLOOD PLAIN BOUNDARY
- BASE FLOOD ELEVATION
- XS-XS-XS- EXISTING SANITARY SEWER
- XG-XG-XG- EXISTING GAS
- XW-XW-XW- EXISTING WATER
- XE-XE-XE- EXISTING ELECTRIC
- XC-XC-XC- EXISTING TELECOM
- XOHU-XOHU- EXISTING OVERHEAD UTILITY
- X-X-X-X- FENCE
- GUARDRAIL
- [Pattern] PROPOSED GABION
- [Pattern] ENERGY DISSIPATOR
- [Pattern] PROPOSED RIPRAP
- [Pattern] PROPOSED RIPRAP RUNDOWN

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

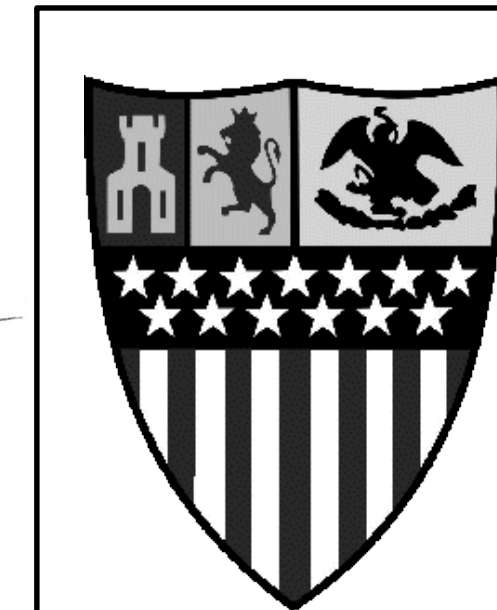
GRADING AND DRAINAGE
 PLAN

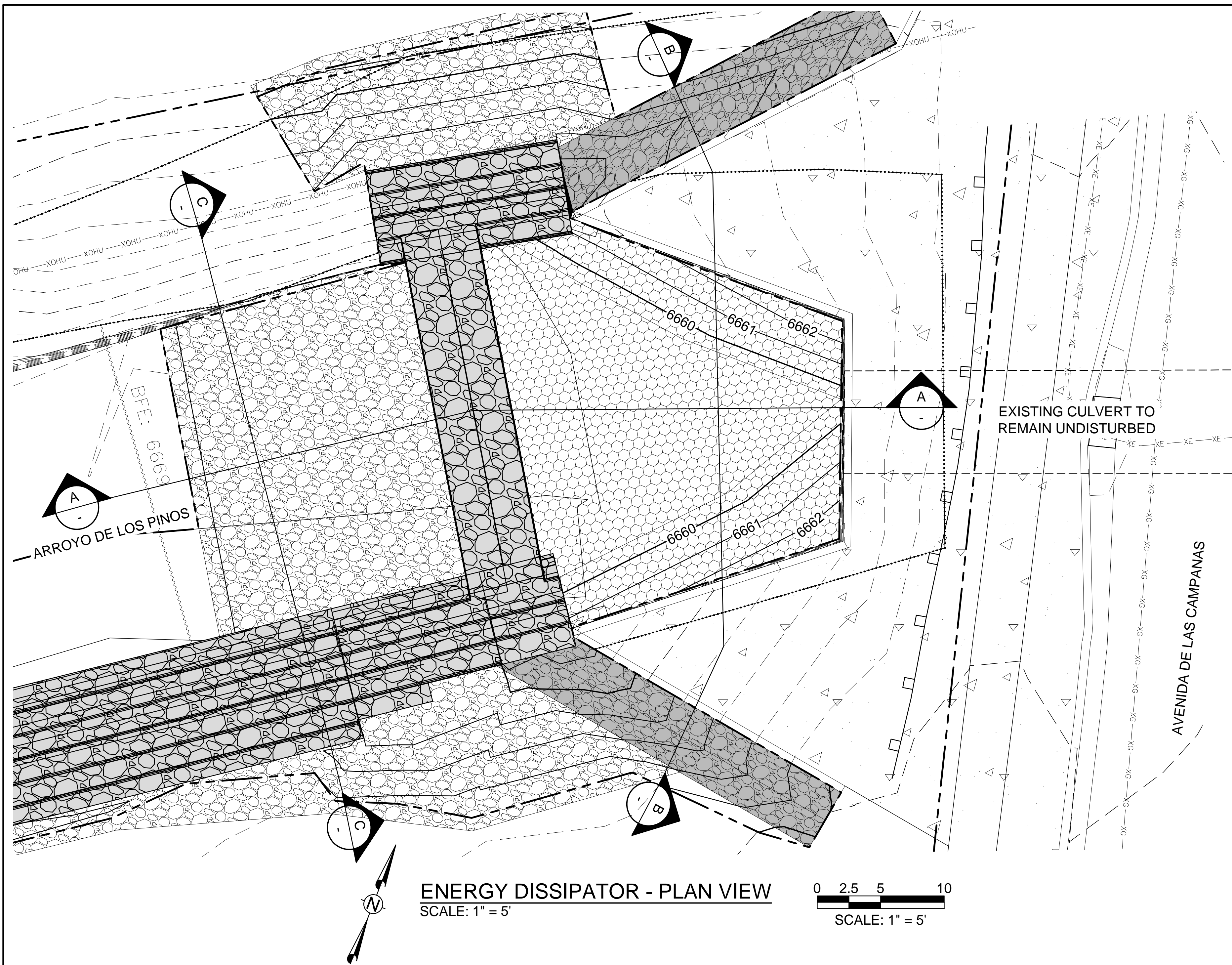
DATE: JUNE 2022 SCALE: 1" = 10' SHEET: 5-1



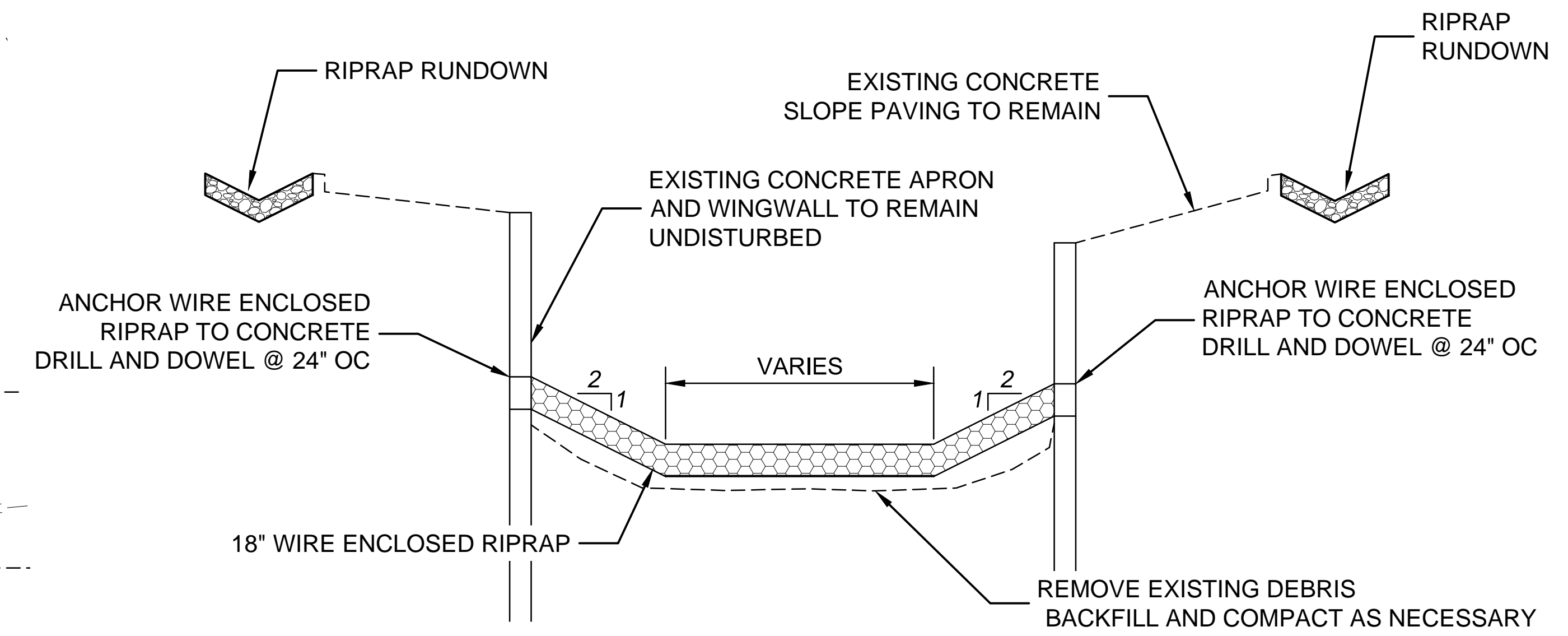
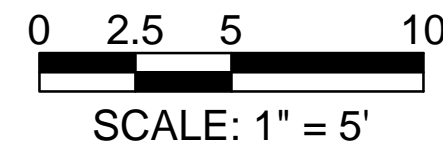
GRADING AND DRAINAGE PLAN
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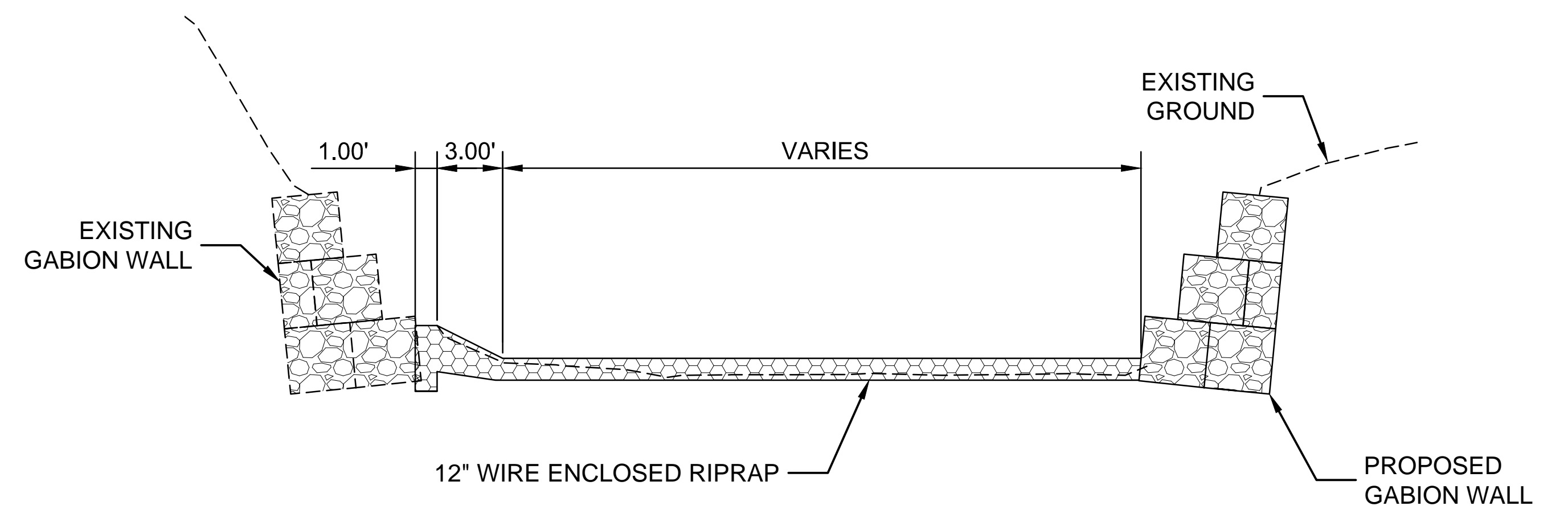




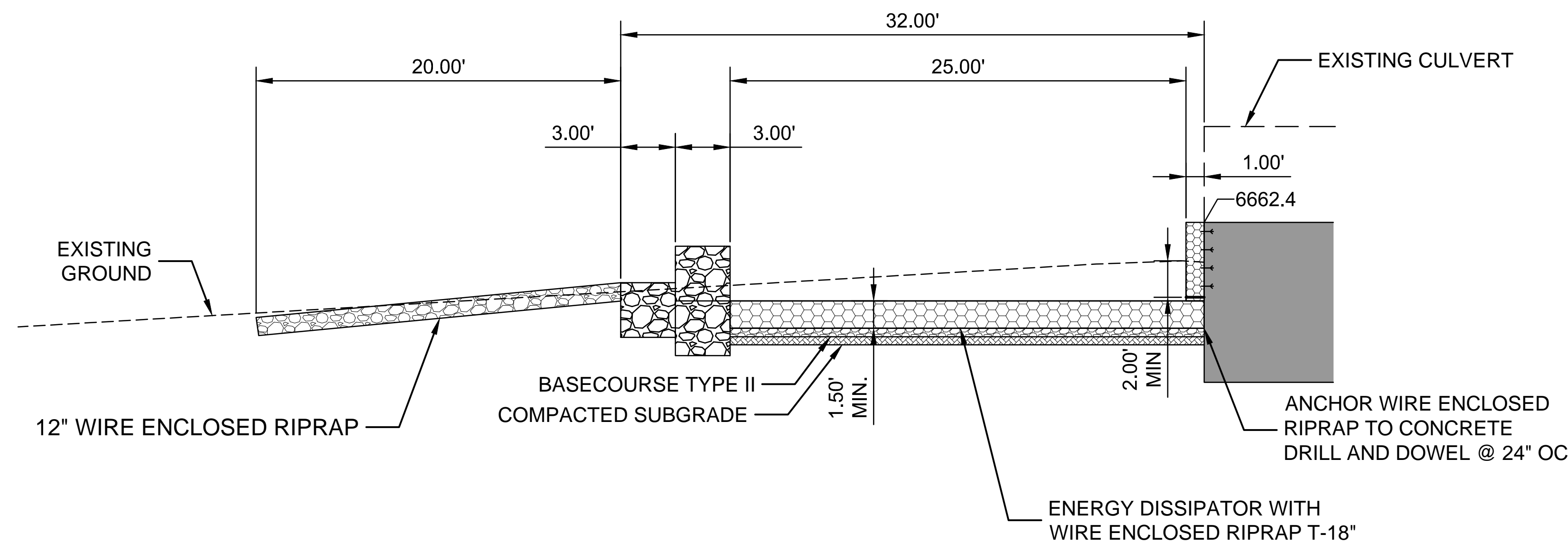
ENERGY DISSIPATOR - PLAN VIEW
SCALE: 1" = 5'



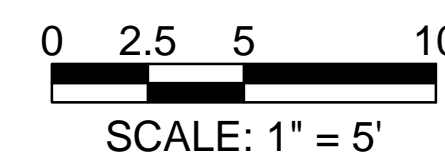
SECTION ACROSS RIPRAP RUNDOWN
SCALE: N. T. S.



SECTION ACROSS RIPRAP
SCALE: N. T. S.

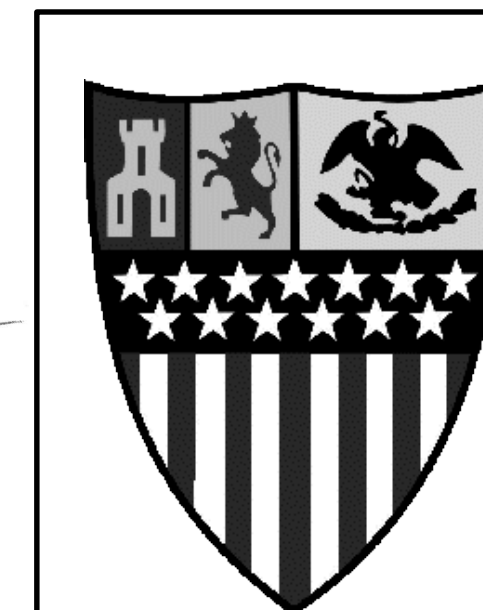


SECTION ACROSS ENERGY DISSIPATOR
SCALE: 1" = 5'



NOTES

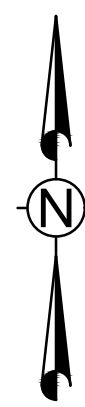
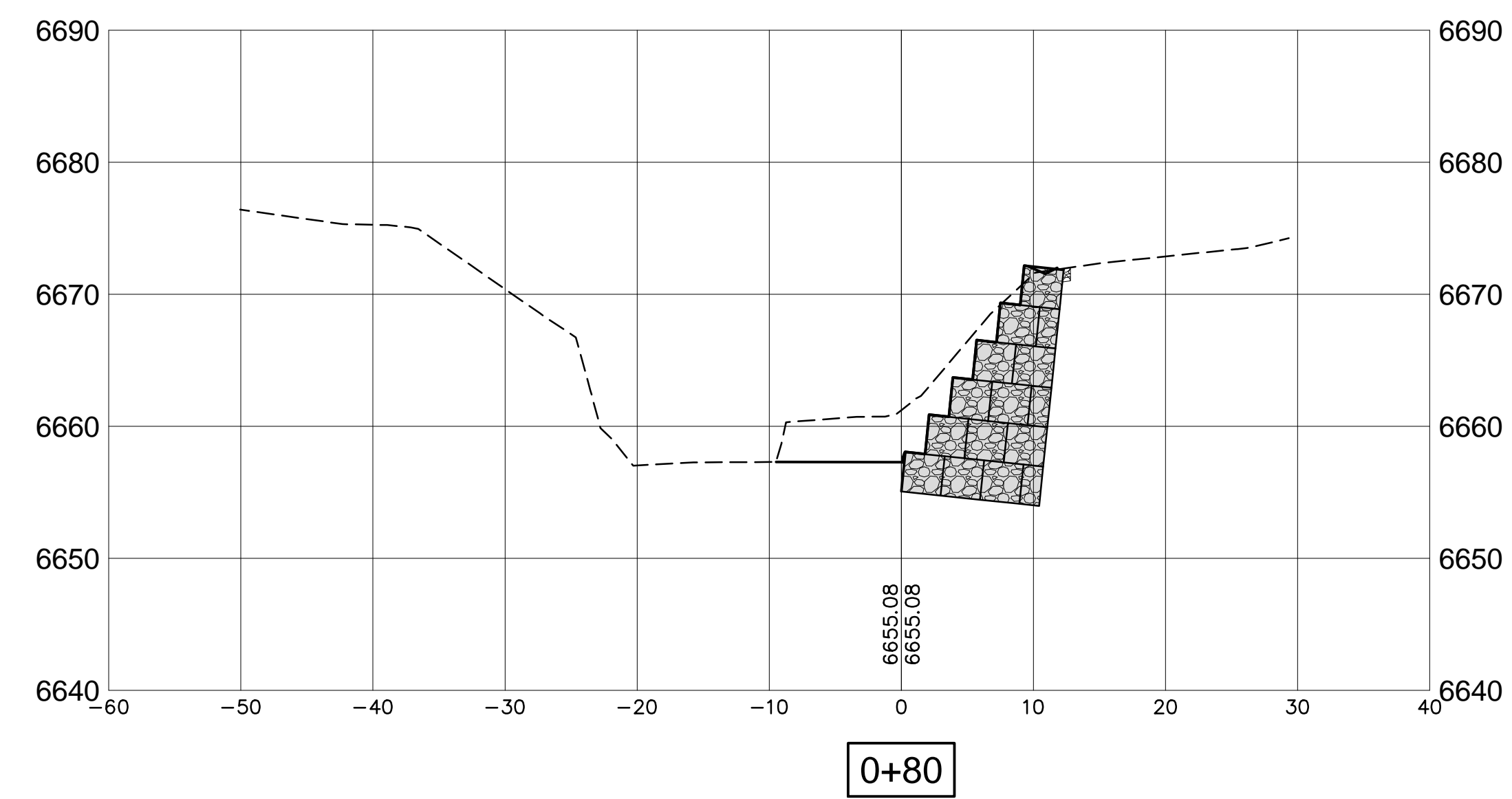
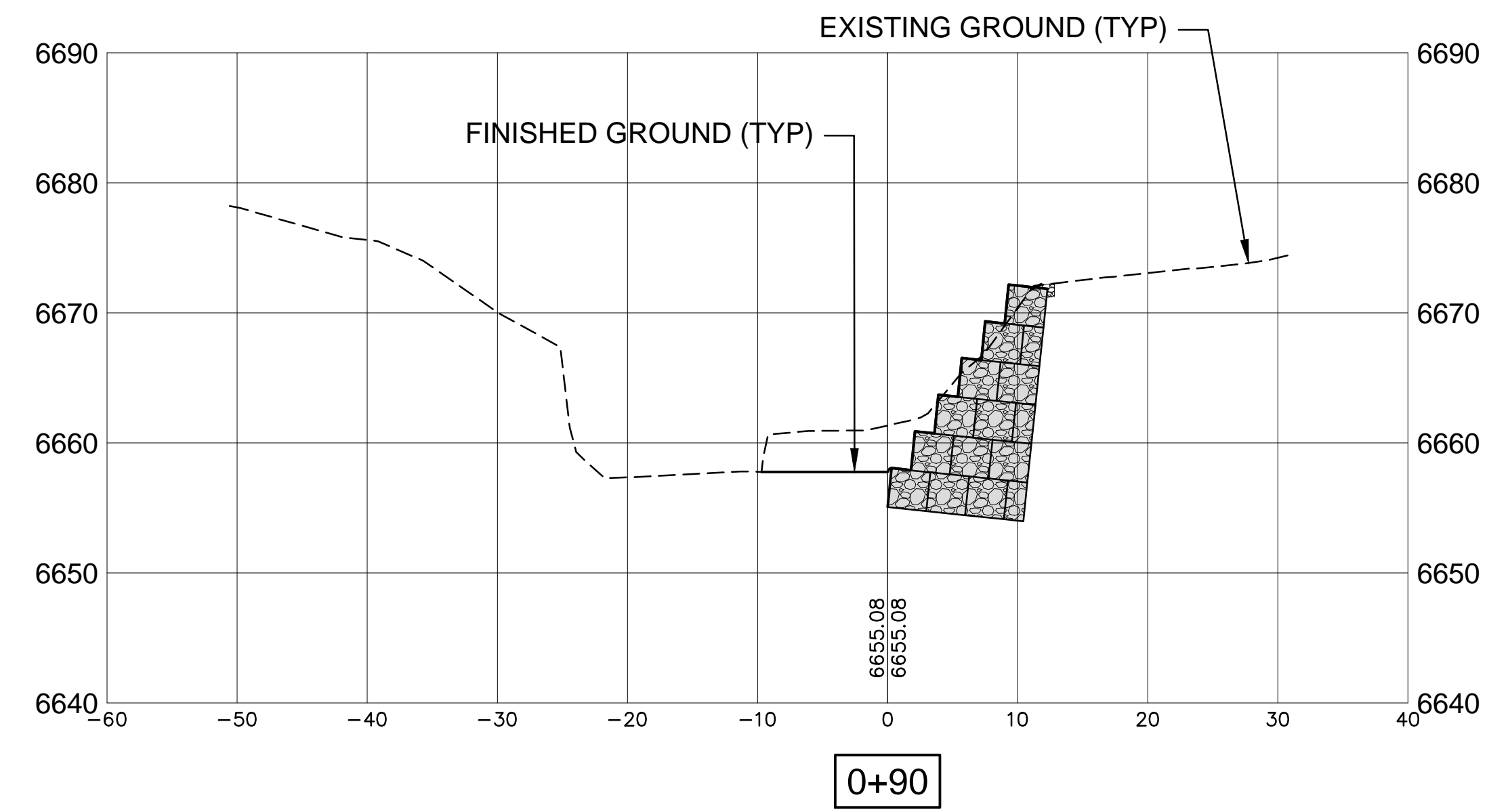
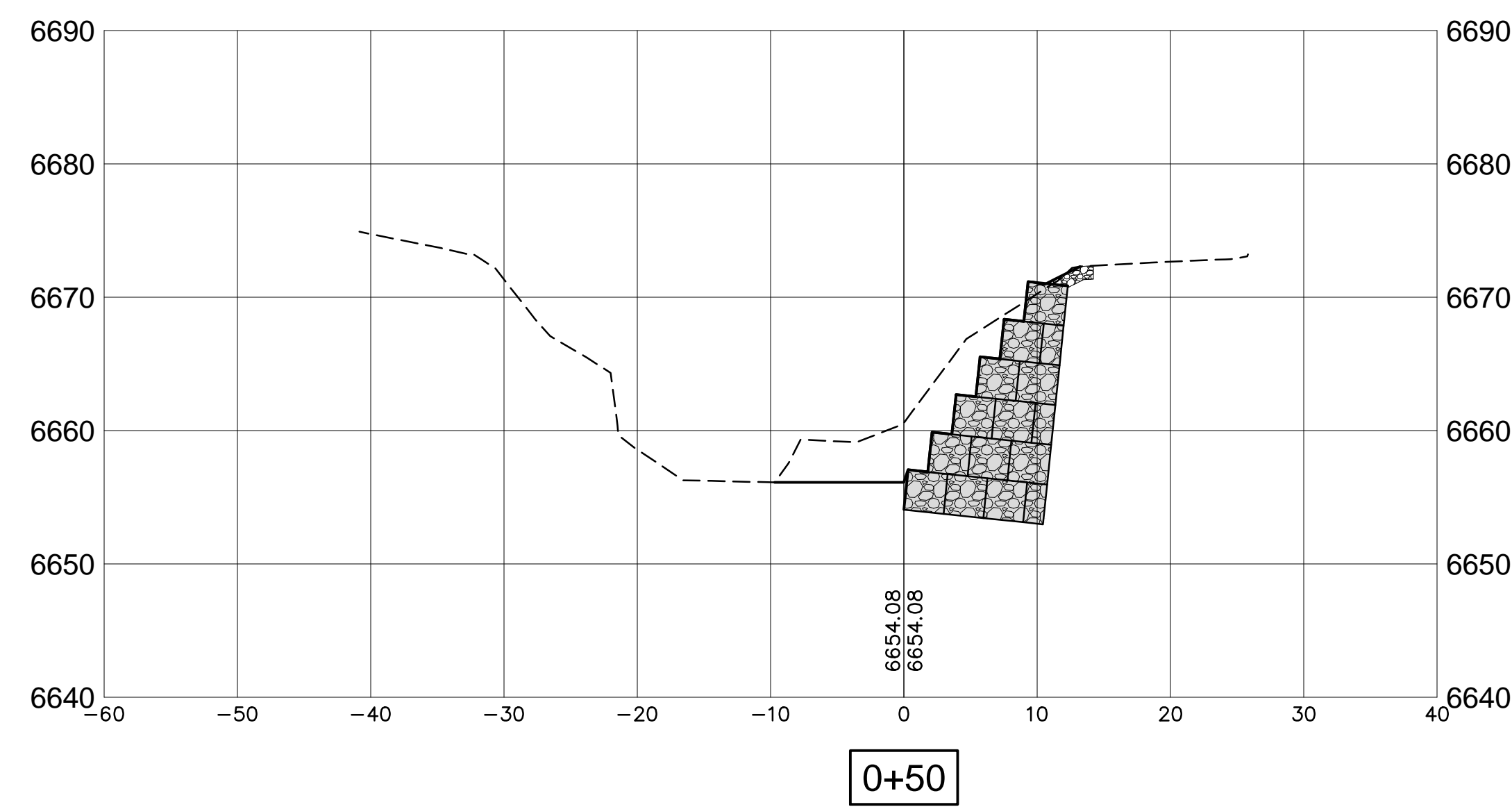
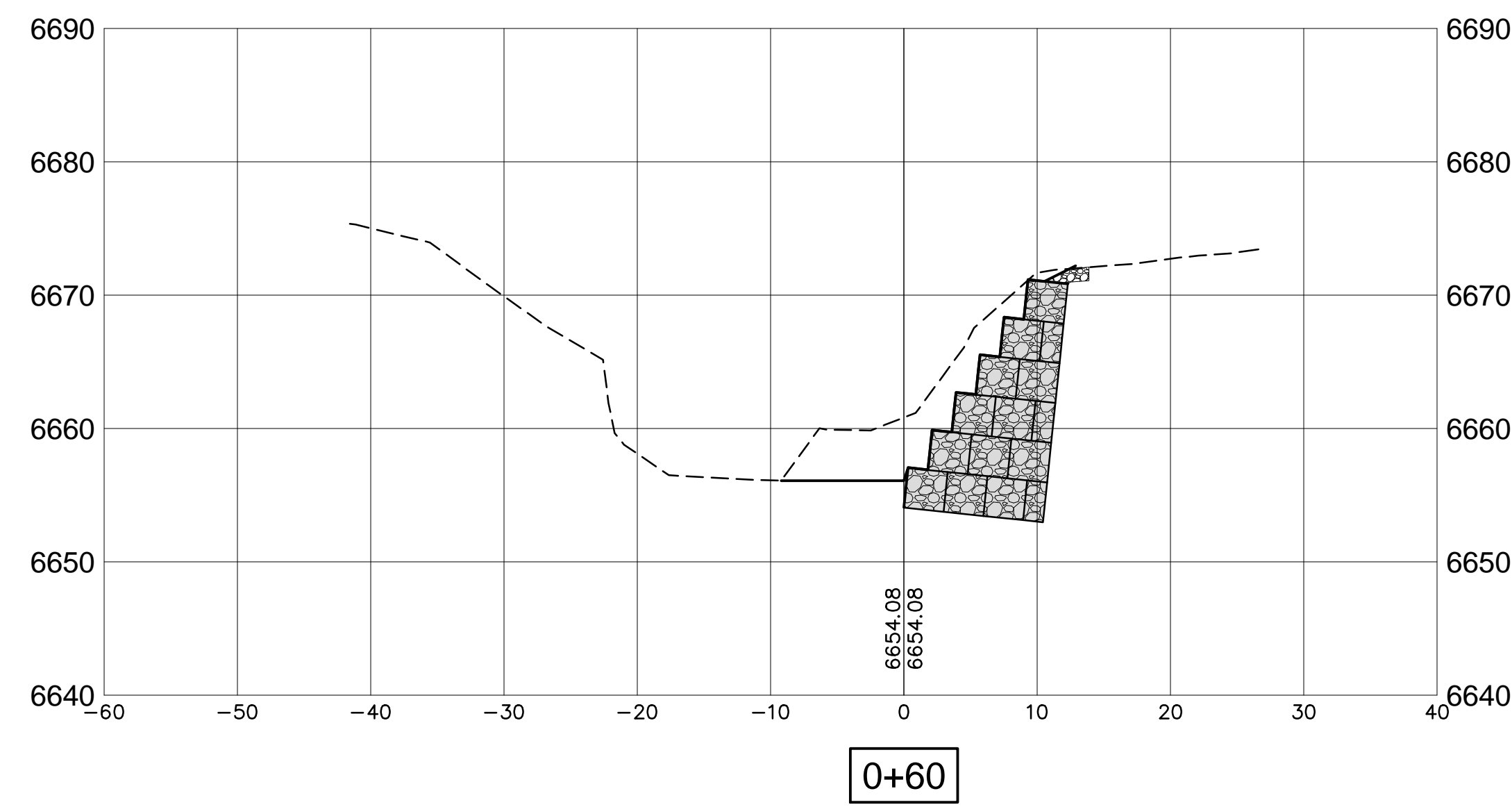
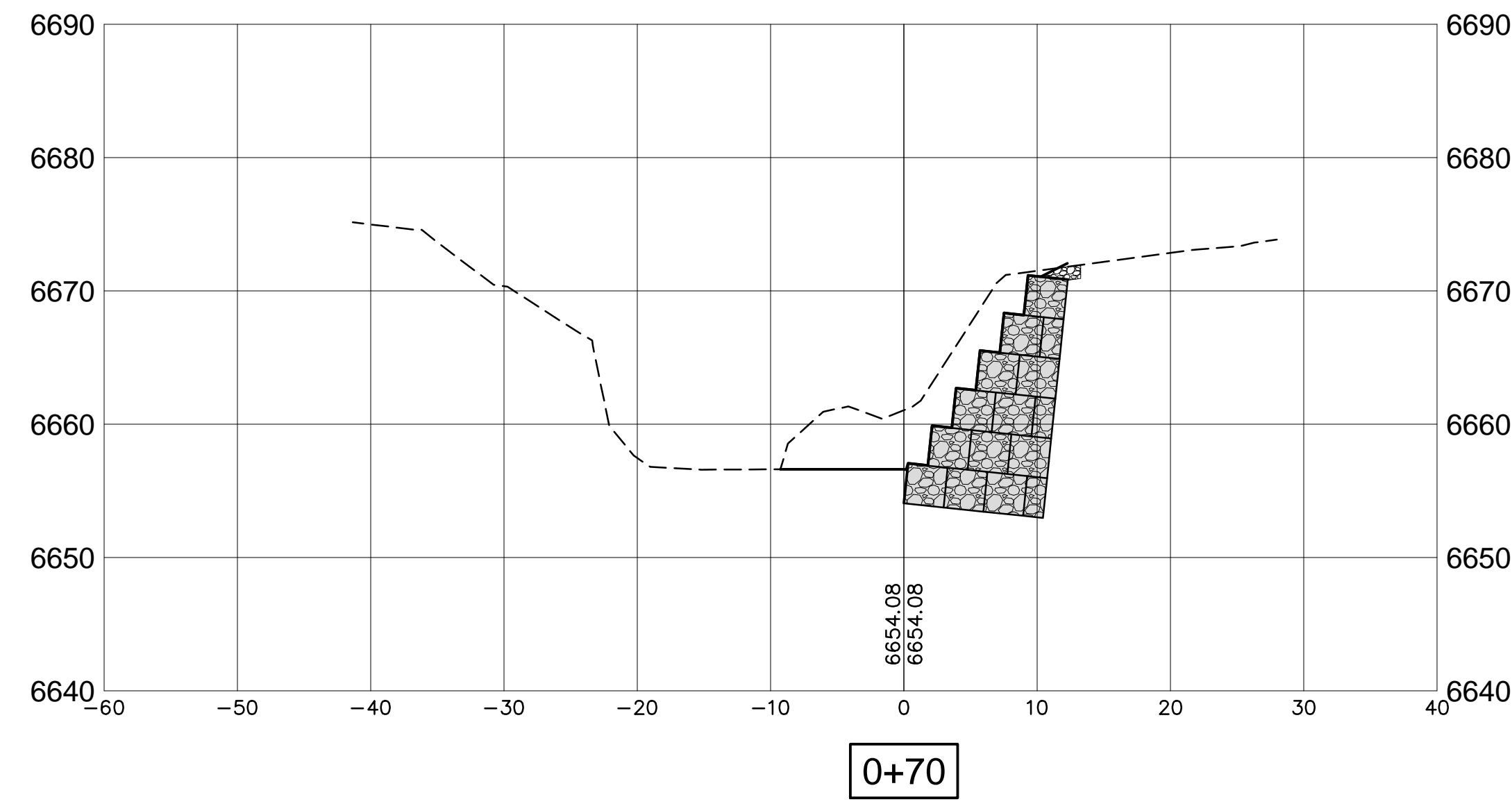
1. FLOWABLE FILL AS REQUIRED.
2. SAWCUTTING OF EXISTING CONCRETE AS REQUIRED.
3. BACKFILL BEHIND STRUCTURES.
4. WORK AROUND EXISTING UTILITIES.
5. ANCHOR WIRE ENCLOSED RIPRAP TO CONCRETE.
6. TYPE II GEOTEXTILE.



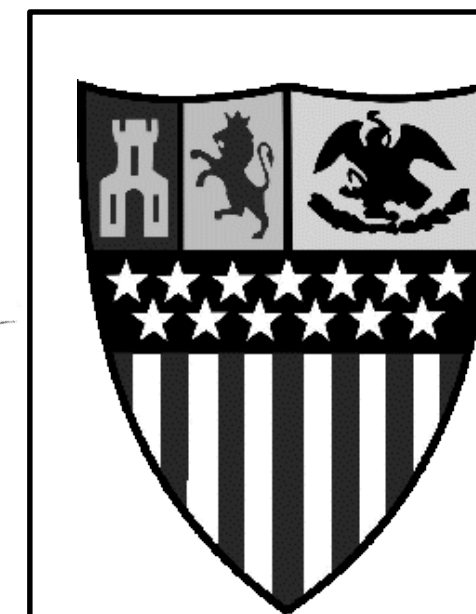
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REVISIONS (OR CHANGE NOTES)			

**EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2**

**ENERGY DISSIPATOR
SECTIONS AND DETAILS**



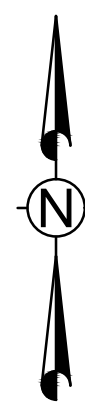
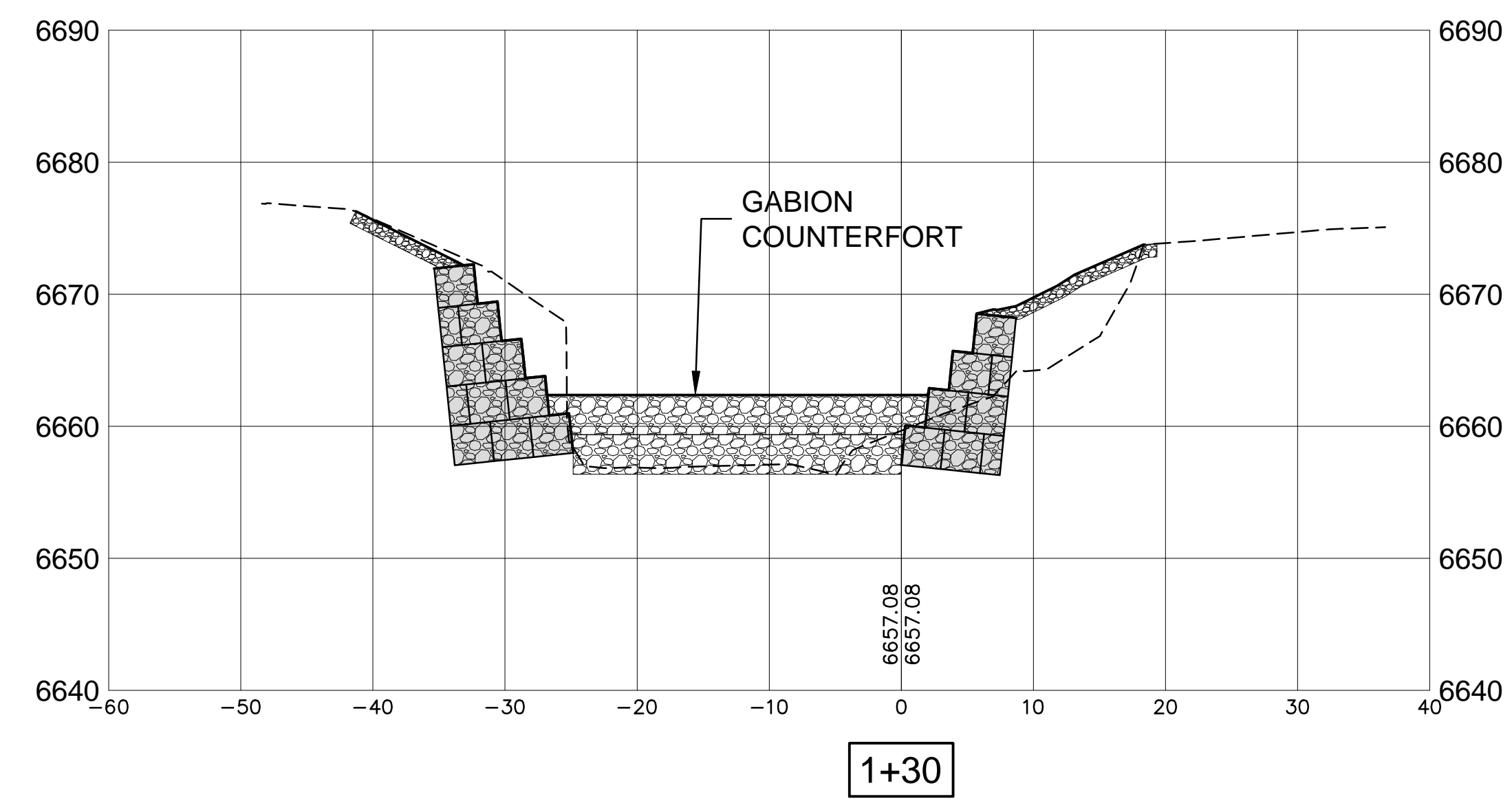
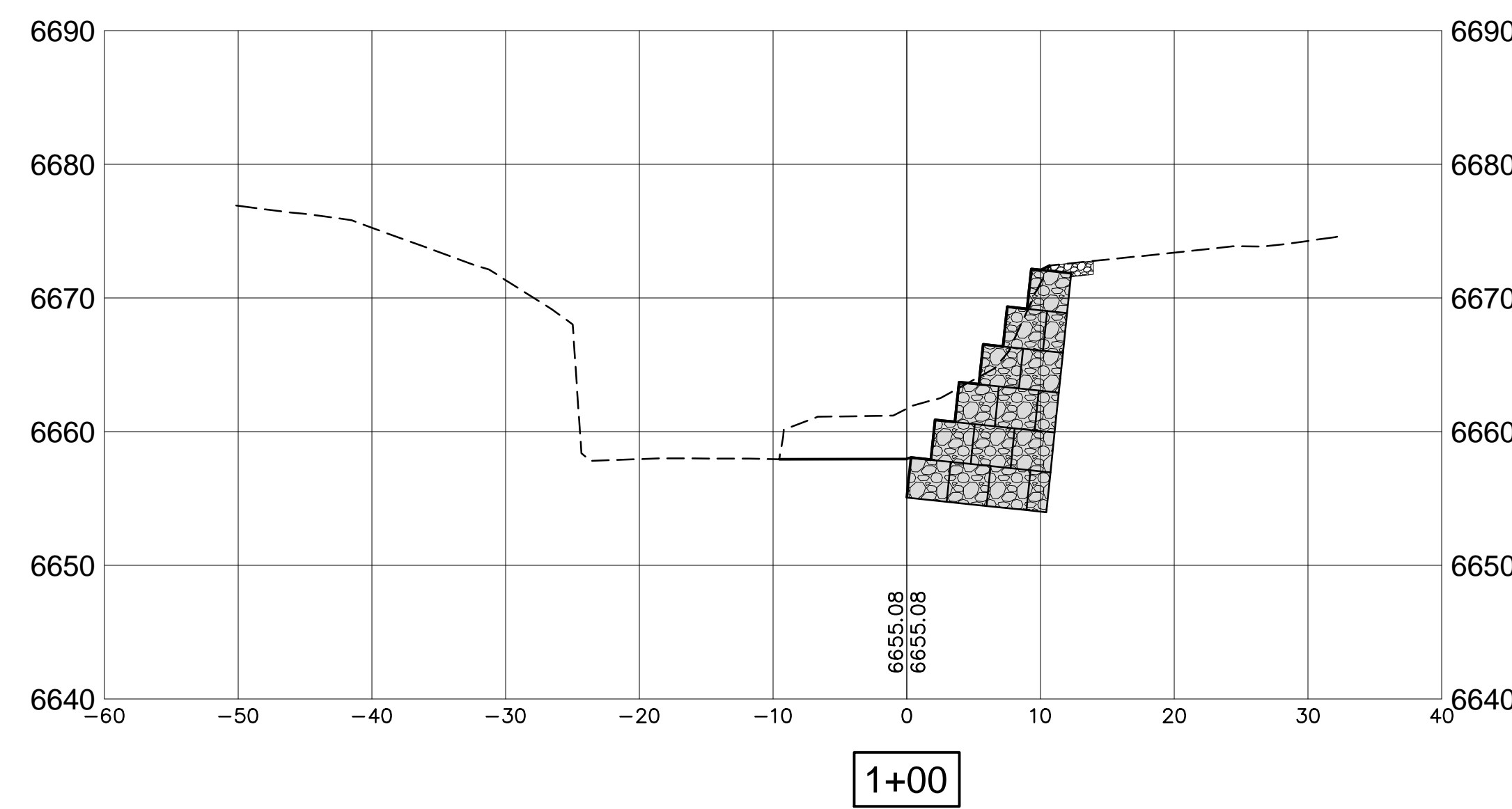
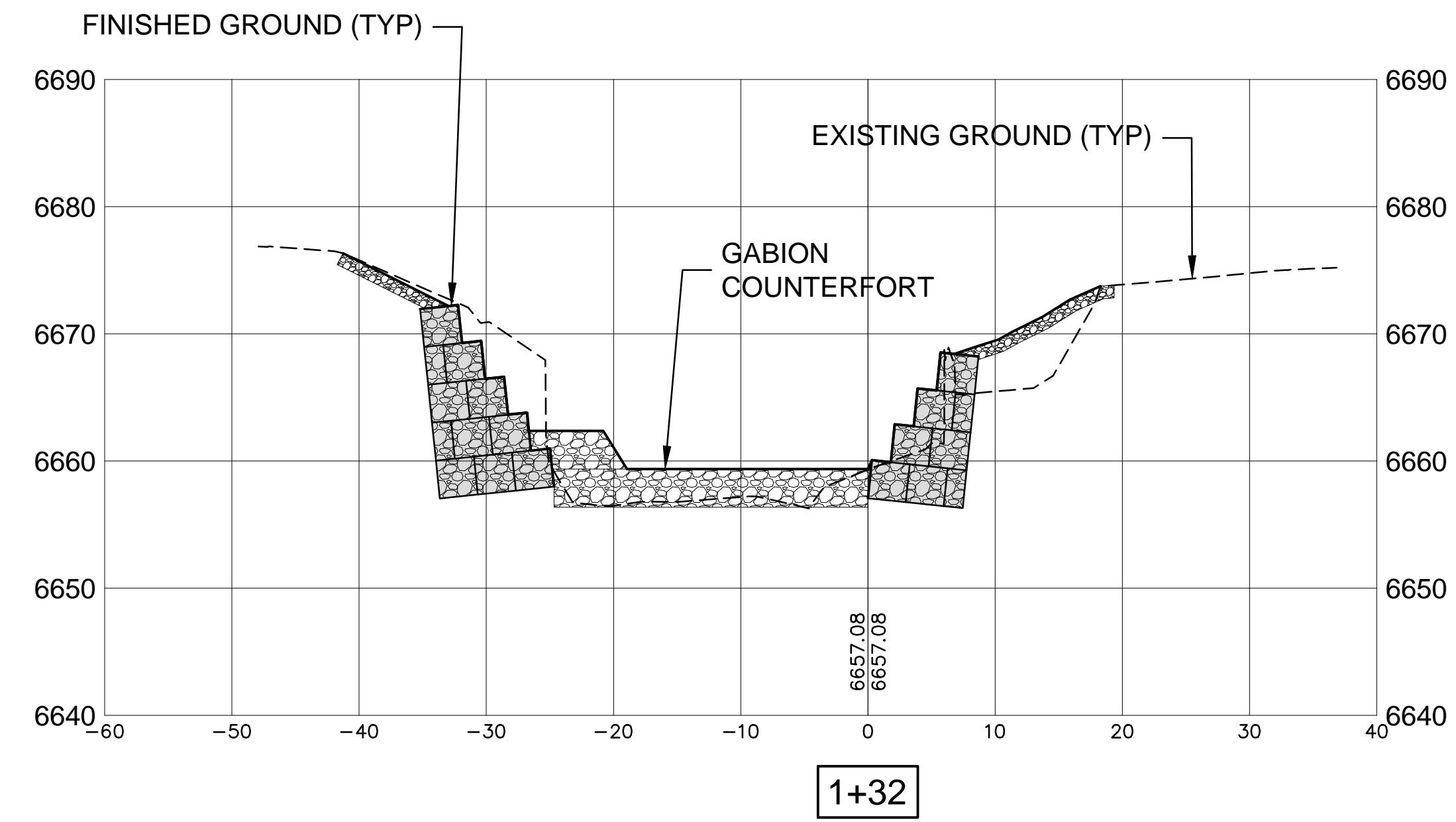
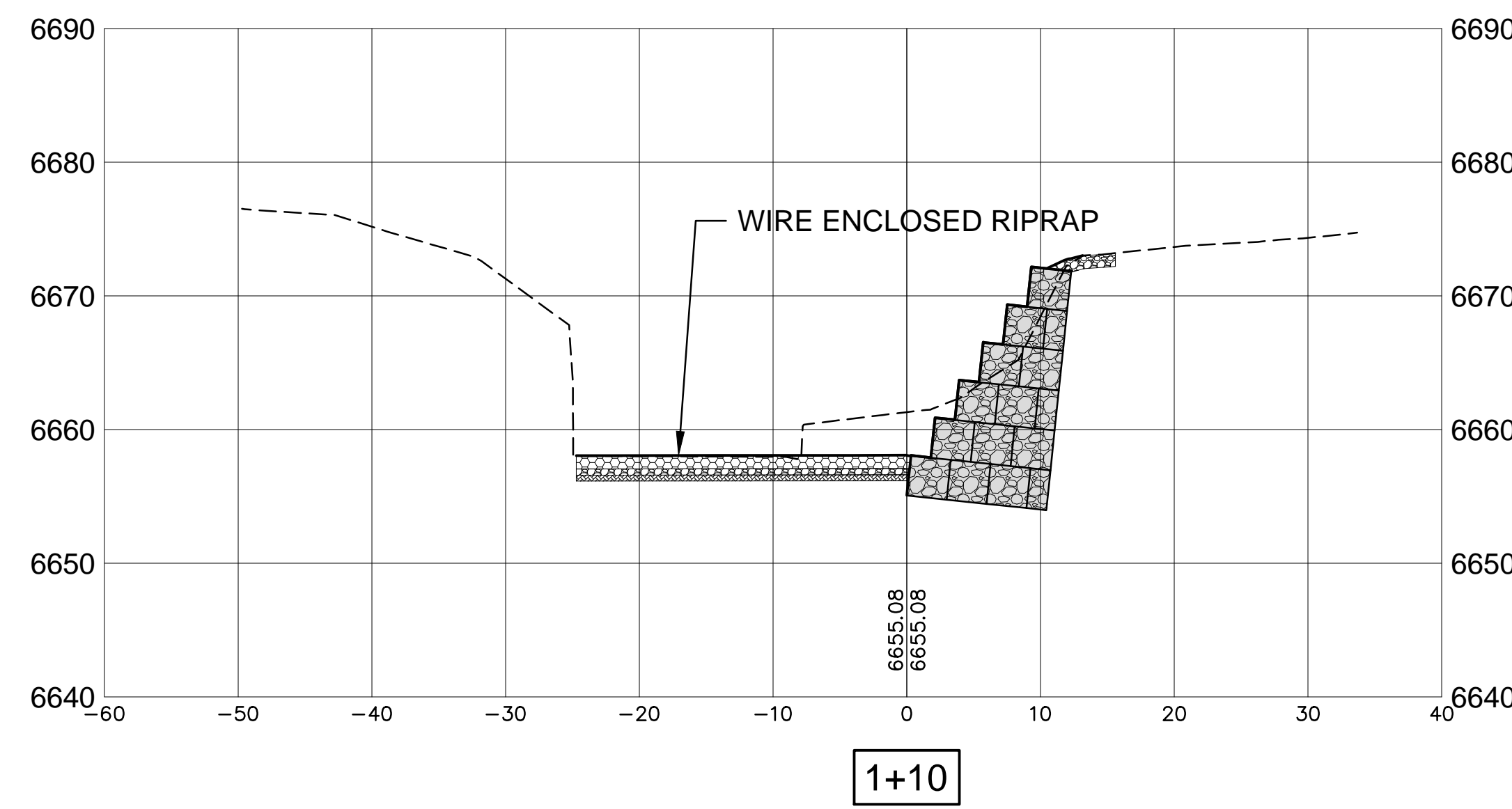
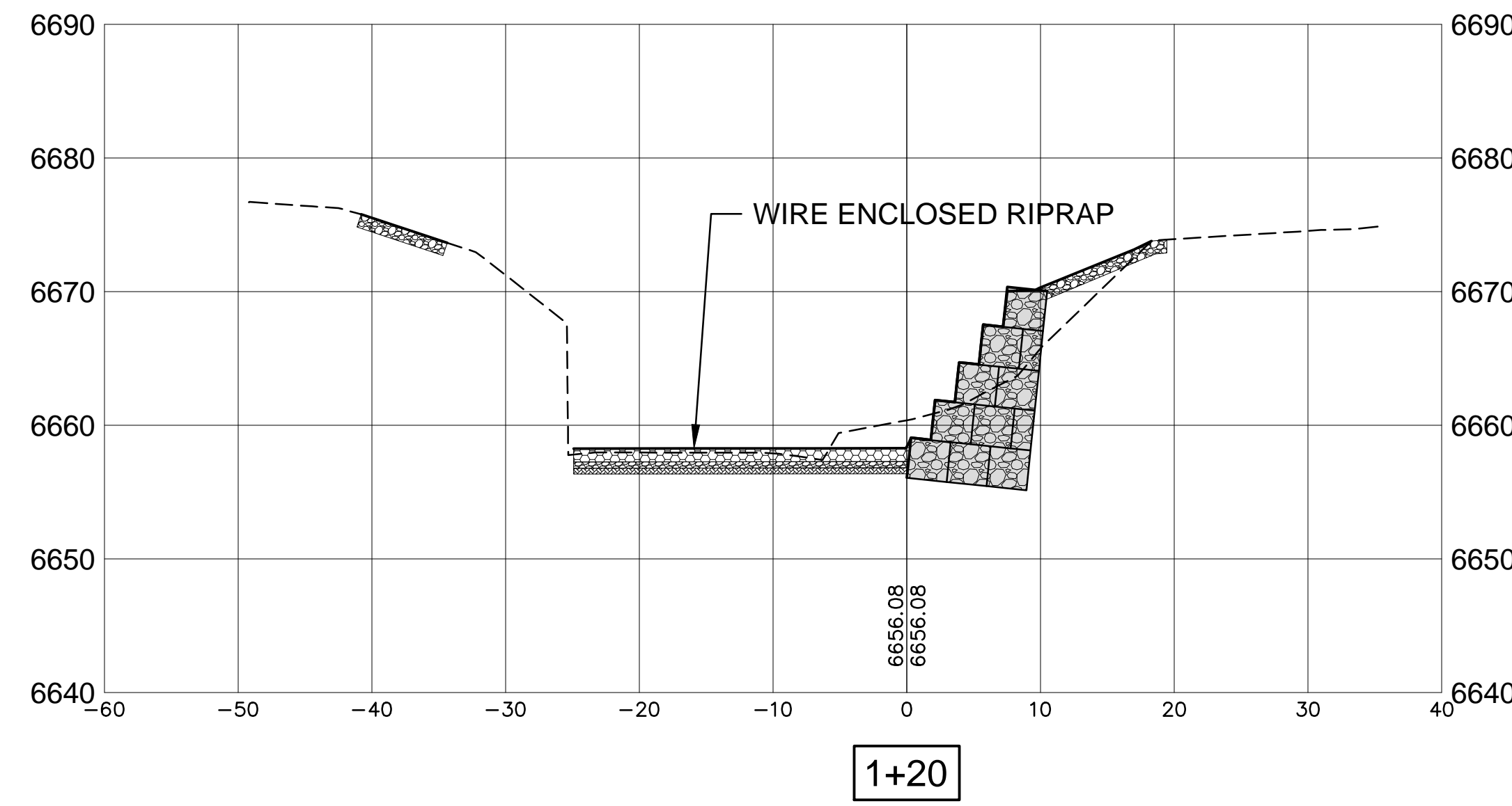
CHANNEL CROSS SECTIONS (CONT'D)
SCALE: 1" = 10'



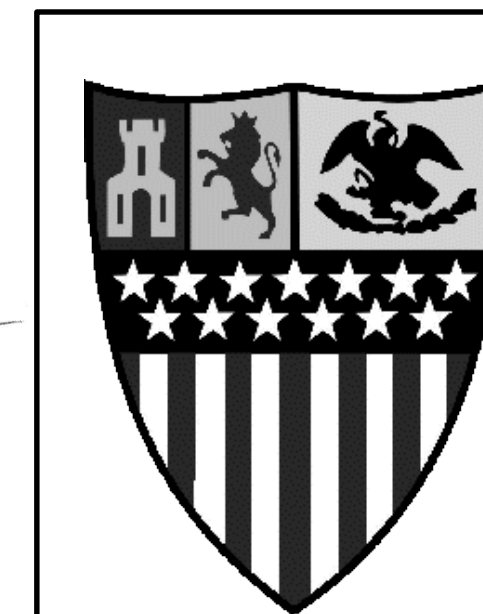
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

CHANNEL CROSS SECTIONS
(CONT'D)



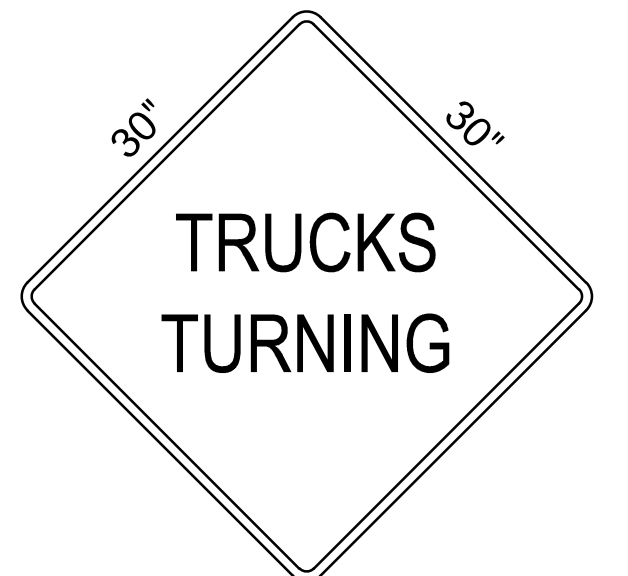
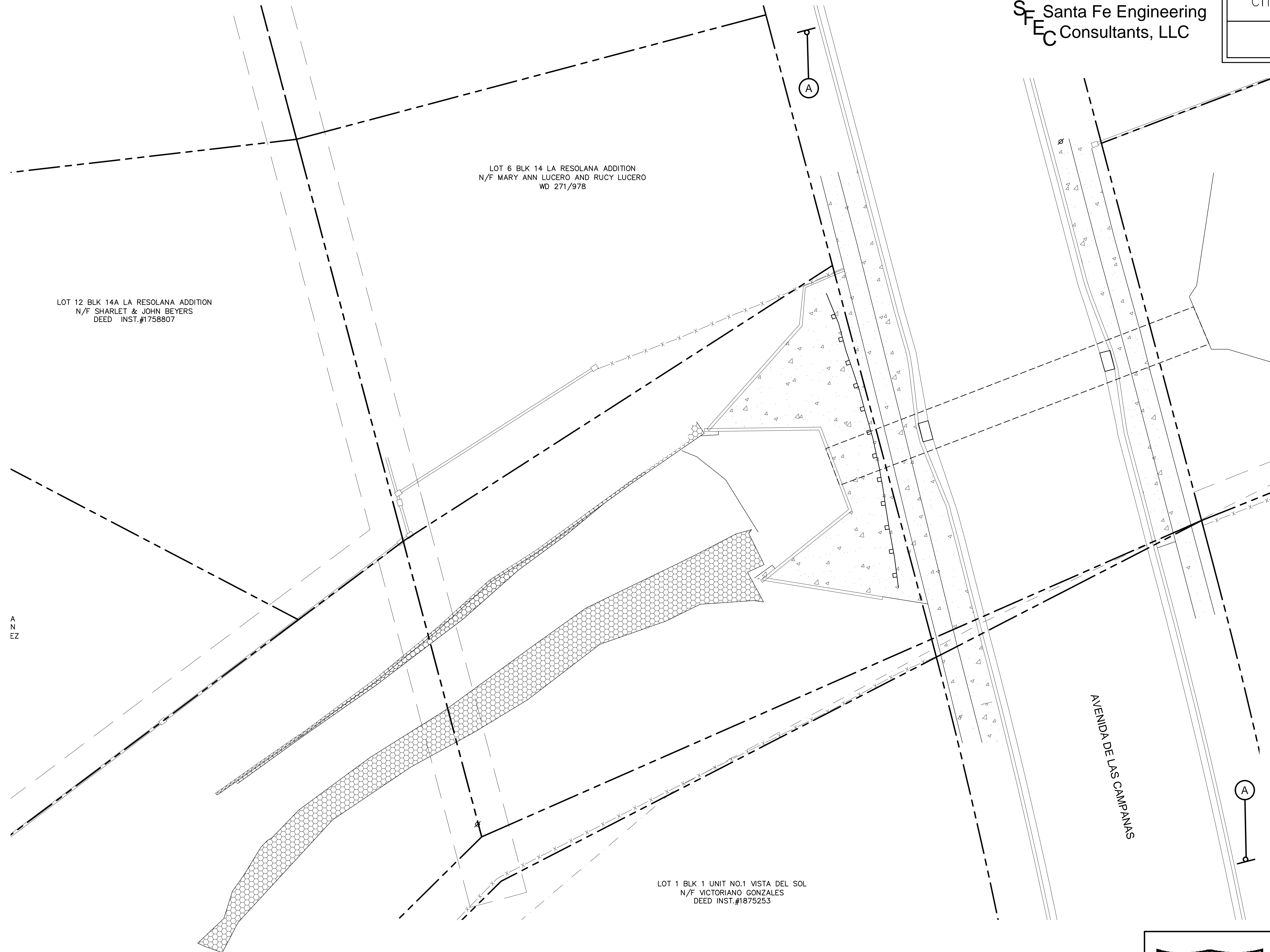
CHANNEL CROSS SECTIONS (CONT'D)
SCALE: 1" = 10'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

CHANNEL CROSS SECTIONS
(CONT'D)



SP-1
 30" X 30"
 B/O

(A) SIGN FACE DETAIL
 SCALE: N.T.S.

TRAFFIC CONTROL NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE LATEST MUTCD.
2. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF SANTA FE TRAFFIC ENGINEER.
3. CONTRACTOR SHALL ABIDE BY ALL CITY ORDINANCES REGARDING NOISE AND HOURS OF OPERATION.
4. SEE GENERAL NOTES, SHEETS 4-1 TO 4-3 FOR ADDITIONAL INFORMATION.

NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

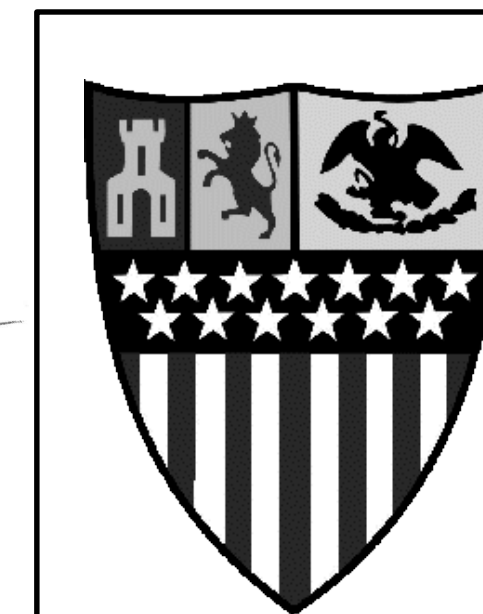
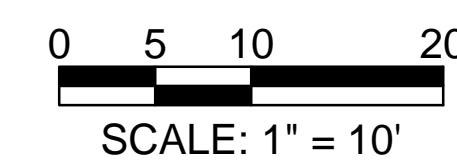
EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

CONSTRUCTION TRAFFIC
 CONTROL PLAN

A
N
E
Z



TRAFFIC CONTROL PLAN
 SCALE: 1" = 10'



NOTE:
 THE CONTRACTOR IS TO PLAN ON PERIODIC REPAIR AND/OR REPLACEMENT OF BMPs. ANY PLACEMENT OF TEMPORARY EROSION CONTROL BMPs DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FACILITATE CONSTRUCTION OPERATIONS AND PHASING AND TO ELIMINATE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE "CONSTRUCTION GENERAL PERMIT". PRIOR TO REMOVING ANY BMPs, THE CITY OF SANTA FE SHALL BE NOTIFIED FOR APPROVAL.

LOT 6 BLK 14 LA RESOLANA ADDITION
 N/F MARY ANN LUCERO AND RUCY LUCERO
 WD 271/978

LOT 12 BLK 14A LA RESOLANA ADDITION
 N/F SHARLET & JOHN BEYERS
 DEED INST.#1758807

A
 N
 E
 Z

901 AVENIDA DE LAS CAMPANAS
 CAMPANAS
 KEARNY ELEMENTARY SCHOOL

LEGEND

--- PROPERTY LINE

LEGEND

--- INSTALL BMP
 SEE SHEETS 8-1 TO 8-3

→ FLOW DIRECTION

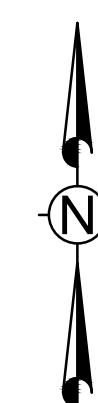
→ DISCHARGE POINT

- - - SLOPE LIMITS

INSTALL BMP
 SEE SHEETS 8-1 TO 8-3

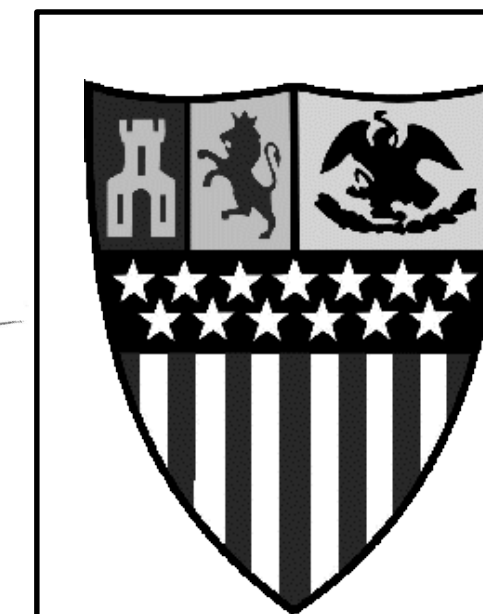
EXISTING CULVERT TO
 REMAIN UNDISTURBED

LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
 N/F VICTORIANO GONZALES
 DEED INST.#1875253



TESCM PLAN
 SCALE: 1" = 10'

0 5 10 20
 SCALE: 1" = 10'



NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTES)			

EROSION CONTROL AND BANK REPAIR
 AT ARROYO DE LOS CHAMISOS
 NORTH FORK - SITE 2

TEMPORARY EROSION AND
 SEDIMENT CONTROL
 MEASURES PLAN

DATE: JUNE 2022 SCALE: 1" = 10' SHEET: 7-1

SECTION TYPE I

SECTION TYPE II

QUANTITIES PER LINEAR FOOT	
SLOPE	RIPRAP (CU. YDS.)
1.5 : 1	$T(B + 1.803V + 0.303T)$
1.75 : 1	$T(B + 2.016V + 0.266T)$
2 : 1	$T(B + 2.236V + 0.236T)$
3 : 1	$T(B + 3.162V + 0.162T)$
4 : 1	$T(B + 4.123V + 0.123T)$

QUANTITIES PER LINEAR FOOT	
SLOPE	RIPRAP (CU. YDS.)
1 : 1	$T(A + B + 1.414V)$
1.5 : 1	$T(A + B + 1.803V)$
1.75 : 1	$T(A + B + 2.016V)$
2 : 1	$T(A + B + 2.236V)$
3 : 1	$T(A + B + 3.162V)$
4 : 1	$T(A + B + 4.123V)$

GENERAL NOTES

- WIRE FABRIC FOR RIP RAP SHALL BE "W" OR HEXAGONAL MESH AND MEET THE REQUIREMENTS LISTED IN SECTION 602 OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, CURRENT EDITION.
- STEEL STAKES MAY BE RAILROAD RAILS WEIGHING NOT LESS THAN 30 LBS. PER YARD, 4" NOMINAL DIAMETER STANDARD STRENGTH GALVANIZED STEEL PIPE, OR L 4" x 4" x 3/8" STEEL ANGLES. STEEL STAKES SHALL PROJECT 6" ABOVE TOP OF RIPRAP. STEEL STAKES ARE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE WORK AND NO DIRECT MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
- IF LENGTH OF SLOPE IS 15 FEET OR LESS, ONLY ONE ROW OF STEEL STAKES 2 FEET FROM THE TOP EDGE OF RIPRAP WILL BE REQUIRED UNLESS OTHERWISE NOTED ON PLANS.
- FOR DIMENSIONS A, B, V, & T. SEE BRIDGE OR ROADWAY PLANS.
- T=12" UNLESS OTHERWISE SHOWN ON PLANS; T=18" AT BRIDGES.
- FASTENERS FOR SPLICES AND/OR SELVEDGE END CONNECTORS MAY BE WIRE TIES, INTERLOCKING WIRE CLIPS, HOG RINGS, OR LACING WIRE. ONLY FASTENERS WHICH APPEAR ON THE DEPARTMENT'S "APPROVED PRODUCTS LIST" MAY BE USED.
- LACING SHALL BE CONTINUOUS AS FAR AS IS PRACTICAL AND SHALL PASS THROUGH EACH MESH OPENING.
- WHERE SPLICING IS NECESSARY, AN OVERLAP OF LACING OF AT LEAST 1 FOOT SHALL BE PROVIDED.

"W" MESH

HEXAGONAL MESH

TYPICAL SECTION

WIRE ENCLOSE RIPRAP CLASS "A"

DESIGNED BY: _____ DRAWN BY: SKL CHECKED BY: YML
602-01-1/1 1 of 1

GENERAL NOTES

- WORKMANSHIP AND MATERIALS SHALL CONFORM TO SECTION 602 OF THE NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION (NMDOT) STANDARD SPECIFICATIONS.
- QUANTITIES FOR GABION BASKETS SHALL BE SHOWN ON THE PLANS.
- RETAINING WALL FOUNDATION SHALL BE INSTALLED A MINIMUM OF 2 FEET BELOW THE GROUND LINE, WHEN GABION WALLS ARE TO BE INSTALLED IN STREAMBED MEASURES TO PROTECT THE WALL AGAINST UNDERMINING SHALL BE SHOWN ON THE PROJECT SPECIFIC DRAWINGS.
- ALL FOUNDATION SOILS SHALL BE ANALYZED TO ENSURE ADEQUATE BEARING PRESSURE. SOILS THAT DO NOT MEET THE DESIGN BEARING PRESSURE SHALL BE STABILIZED ACCORDING TO THE RECOMMENDATIONS OF THE NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION'S FOUNDATION ENGINEER PRIOR TO THE START OF CONSTRUCTION.
- INTERNAL FRICTION ANGLE REQUIREMENT OF THE BACKFILL MATERIAL SHALL BE VERIFIED BY PROCEDURES OUTLINED IN SECTION 506 - MECHANICALLY STABILIZED EARTH RETAINING STRUCTURES, OF THE NMDOT STANDARD SPECIFICATIONS EXCEPT THAT THE FRICTION ANGLE SHALL NOT BE LESS THAN THAT SHOWN IN THE TABLE ON THIS SHEET.

TYPE "A" GABION RETAINING WALL	
WALL HEIGHT "H"	NO. OF COURSES
6'-0"	2
9'-0"	3
12'-0"	4
15'-0"	5

TYPE "B" GABION RETAINING WALL	
WALL HEIGHT "H"	NO. OF COURSES
6'-0"	2
9'-0"	3
12'-0"	4
15'-0"	5

BACKFILL TABLE

BACKFILL SLOPE ANGLE	FRICTION ANGLE OF BACKFILL
0°	33°
9.5°	33°
18.4°	33°
26.6°	33°
33.7°	34°

DESIGN DATA

SOIL BEARING PRESSURE = 3000 PSF
 WALL FRICTION ANGLE = 0 DEGREES
 SOIL FRICTION ANGLE = SEE BACKFILL TABLE ABOVE
 WALL BATTER = NEGATIVE 6 DEGREES
 BACKFILL SLOPE ANGLE = SEE BACKFILL TABLE ABOVE
 SOIL DENSITY = 120 LBS./CU. FT.
 GABION FILL DENSITY = 80% OF SOIL DENSITY
 SAFETY FACTOR AGAINST OVERTURNING = 2.0
 SAFETY FACTOR AGAINST SLIDING = 1.5
 SURCHARGE PRESSURE (LEVEL BACKFILL) = 2 FT. x 120 LBS./CU. FT. x 1.25 = 300 LBS./SQ. FT.

DESIGNED BY: TM DRAWN BY: SKL CHECKED BY: YML
602-05-2/2 2 of 2

DETAILS OF 9 GAGE INTERNAL CONNECTING WIRES

GENERAL NOTES

- INTERNAL CONNECTING WIRES ARE TO BE INSTALLED ACROSS WIDTH OF INTERIOR GABIONS AND ACROSS WIDTH AND LENGTH OF END GABIONS.
- INTERNAL CONNECTING WIRE, CONTINUOUS TIE WIRE AND GABION MESH SHALL BE GALVANIZED.
- INTERNAL CONNECTING WIRES ARE REQUIRED ON ALL GABIONS 3'-0" HIGH AND ON ALL GABIONS 1'-6" HIGH WHEN USED TO BUILD VERTICAL STRUCTURES.
- PREFORMED STIFFENERS (11 GAGE OR 9 GAGE) ARE AN ACCEPTABLE ALTERNATIVE TO INTERNAL CONNECTING WIRES. INSTALL THEM AS RECOMMENDED BY THE MANUFACTURER OR AS DIRECTED BY THE PROJECT MANAGER AT ONE THIRD POINTS.
- PLACE ROCK IN THE END GABION CELL FIRST, AND CONTINUE BY FILLING INTERIOR GABION CELLS.
- FOR GABION DIMENSIONS, REFER TO THE TABLE "STANDARD GABION SIZES".
- A JOINT CONNECTION MUST BE MADE WHERE ANY PANEL EDGE MEETS ANOTHER PANEL. THIS INCLUDES ADJACENT GABION BASKETS, INDIVIDUAL PANELS WITHIN A BASKET, DIAPHRAGM EDGES ETC. ALL JOINT CONNECTIONS SHALL BE MADE USING 14 GAGE CONTINUOUS TIE WIRE.
- ALTERNATE JOINT CONNECTION PROCEDURES MAY BE USED PROVIDED THAT THE COMPLETED JOINT WILL DEVELOP A TENSILE STRENGTH OF NOT LESS THAN 1400 POUNDS PER FOOT. IF ALTERNATE JOINT CONNECTION PROCEDURES ARE USED, THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER CERTIFIED TEST REPORTS DEMONSTRATING THE ALTERNATE JOINT CONNECTIONS WILL MEET THE MINIMUM TENSILE STRENGTH REQUIREMENTS.

STANDARD REVETMENT MATTRESS SIZES			
LENGTH FEET	WIDTH FEET	HEIGHT FEET	VOLUME CUBIC YARDS
9'-0"	6'-0"	0'-6"	1.00
12'-0"	6'-0"	0'-6"	1.33
9'-0"	6'-0"	0'-9"	1.50
12'-0"	6'-0"	0'-9"	2.00

STANDARD GABION SIZES			
LENGTH FEET	WIDTH FEET	HEIGHT FEET	VOLUME CUBIC YARDS
6'-0"	3'-0"	3'-0"	2.00
9'-0"	3'-0"	3'-0"	3.00
12'-0"	3'-0"	3'-0"	4.00
6'-0"	3'-0"	1'-6"	1.00
9'-0"	3'-0"	1'-6"	1.50
12'-0"	3'-0"	1'-6"	2.00
6'-0"	3'-0"	1'-0"	0.66
9'-0"	3'-0"	1'-0"	1.00
12'-0"	3'-0"	1'-0"	1.33

TYPICAL FLAT LAYOUT OF GABION BASKET

TYPICAL ASSEMBLED GABION BASKET

TYPICAL ACCEPTABLE MESH STYLES

DESIGNED BY: TM DRAWN BY: SKL CHECKED BY: YML
602-05-1/2 1 of 2

Sheet 602-04

TYPICAL VIEW OF GABION RETAINING WALL

BACKFILL TABLE

BACKFILL SLOPE ANGLE	FRICTION ANGLE OF BACKFILL
0°	33°
9.5°	33°
18.4°	33°
26.6°	33°
33.7°	34°

DESIGN DATA

SOIL BEARING PRESSURE = 3000 PSF
 WALL FRICTION ANGLE = 0 DEGREES
 SOIL FRICTION ANGLE = SEE BACKFILL TABLE ABOVE
 WALL BATTER = NEGATIVE 6 DEGREES
 BACKFILL SLOPE ANGLE = SEE BACKFILL TABLE ABOVE
 SOIL DENSITY = 120 LBS./CU. FT.
 GABION FILL DENSITY = 80% OF SOIL DENSITY
 SAFETY FACTOR AGAINST OVERTURNING = 2.0
 SAFETY FACTOR AGAINST SLIDING = 1.5
 SURCHARGE PRESSURE (LEVEL BACKFILL) = 2 FT. x 120 LBS./CU. FT. x 1.25 = 300 LBS./SQ. FT.

DESIGNED BY: TM DRAWN BY: SKL CHECKED BY: YML
602-05-2/2 2 of 2

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES (T.E.S.C.M.)

TYPICAL USAGE OF SELECTED EROSION AND SEDIMENT CONTROL MEASURES

STANDARD SYMBOLS FOR EROSION AND SEDIMENT CONTROL MEASURES

SILT FENCE	PIPE SLOPE DRAIN	SEDIMENT TRAP, BERM
STRAW BALES	DROP INLET PROTECTION	SEDIMENT TRAP, EXCAVATED
EARTH DIKE	CULVERT PROTECTION	SEDIMENT BASIN
DIVERSION CHANNEL (SWALE)	CHECK DAM	TRIANGULAR SEDIMENT FILTER DIKE
		TSFD

GENERAL NOTES

- THE SOIL RETENTION BLANKET INSTALLATION DETAILS SHOWN FOR CULVERT PROTECTION SHALL BE USED FOR ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES UTILIZING SOIL RETENTION BLANKETS UNLESS OTHERWISE NOTED.
- ROCK PLATING USED IN THE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THESE SHEETS SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES UNLESS OTHERWISE INDICATED.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLACED WITHIN THE CONSTRUCTION CLEAR ZONE SHALL BE INSTALLED WITH 8:1 SLOPES PARALLEL TO TRAFFIC AND 4:1 SLOPES PERPENDICULAR TO TRAFFIC.
- SEDIMENT TRAPS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 50% FILLED.
- CHECK DAMS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE CHECK DAM.
- CULVERT PROTECTIONS SHALL BE INSTALLED UPON INITIATION OF EARTH WORK ACTIVITIES AND MAINTAINED AS MUCH AS PRACTICAL UNTIL STABILIZATION IS COMPLETED AND ACCEPTED. CULVERT PROTECTIONS MAY BE REMOVED FOR PERIODS OF TIME AS REQUIRED DURING CONSTRUCTION TO COMPLETE ADJACENT IMPROVEMENTS.
- THE CONTRACTOR MAY CONSTRUCT AN EARTH DIKE AS SHOWN, OR RELOCATE THE CHECK DAMS AS CONSTRUCTION PROGRESSES. NO DIRECT PAYMENT SHALL BE MADE FOR RELOCATION OF THE CHECK DAMS.
- STRAW BALES ARE NOT INTENDED FOR USE ON NEW MEXICO DEPARTMENT OF TRANSPORTATION PROJECTS.

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/09
DESIGN ENGINEER DATE

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-1/7 SERIAL 1 OF 7

TYPE III (STRAW BALE)

TYPE II STONE DAM

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

APPROVED: *Raymond Van Hoven* 11/29/09
DESIGN ENGINEER DATE

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-2/7 SHEET 2 OF 7

NOTES: SILT FENCE AND CHECK DAM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE POST SPACING FOR SILT FENCES TO MINIMIZE MAINTENANCE.

- POST SPACING SHALL BE 4 FT. MAXIMUM WITHOUT SUPPORTING FENCE, 10 FT. MAXIMUM WITH SUPPORTING FENCE.
- POSTS FOR 4 FT. MAXIMUM POST SPACING SHALL BE 2 INCH SQUARE NOMINAL SIZE OR HEAVIER WOOD POSTS, OR STANDARD "T" OR "U" SECTION STEEL POSTS WEIGHING NOT LESS THAN 2 LBS. PER LINEAR FOOT.
- POSTS FOR 10 FT. MAXIMUM POST SPACING SHALL BE 4 INCH SQUARE NOMINAL SIZE OR HEAVIER WOOD POSTS, OR STEEL POSTS AS SPECIFIED ABOVE.
- SUPPORTING FENCE SHALL BE WIRE MESH (14 GA. MIN., 1 INCH MAX. MESH OPENINGS), SNOW FENCE, PLASTIC FENCE OR APPROVED.
- SUPPORTING FENCE SHALL BE FASTENED SECURELY TO POSTS WITH STAPLES OR WIRE TIES. GEOTEXTILE FABRIC SHALL BE FASTENED SECURELY TO SUPPORTING FENCE WITH WIRE TIES SPACED AT 2 FT. CENTERS ALONG THE TOP AND MID-SECTION. WHEN A SUPPORTING FENCE IS NOT USED, GEOTEXTILE FABRIC SHALL BE SECURELY FASTENED TO POSTS WITH STAPLES OR WIRE TIES.
- WHEN SILT FENCE IS USED FOR CHECK DAMS INSTALLED IN DITCHES, A SUPPORTING FENCE SHALL BE PROVIDED, WITH MAXIMUM POST SPACING OF 10 FT.
- STANDARD "T" OR "U" SECTION STEEL POSTS SHALL NOT BE USED WITHIN THE CONSTRUCTION CLEAR ZONE RECOVERY AREA.
- STRAW BALES ARE NOT INTENDED FOR USE ON NEW MEXICO DEPARTMENT OF TRANSPORTATION PROJECTS.

TYPE II STRAW BALE OPTION

TYPE I SILT FENCE

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

SILT FENCE

APPROVED: *Raymond Van Hoven* 11/29/09
DESIGN ENGINEER DATE

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-3/7

SOIL RETENTION BLANKET STAPLE PATTERN

TYPE I CURB OPENING

TYPICAL DITCH LINER INSTALLATIONS AT CULVERTS

TYPE II CURB DROP INLET

NO.	DATE	REV. BY	DESCRIPTION

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

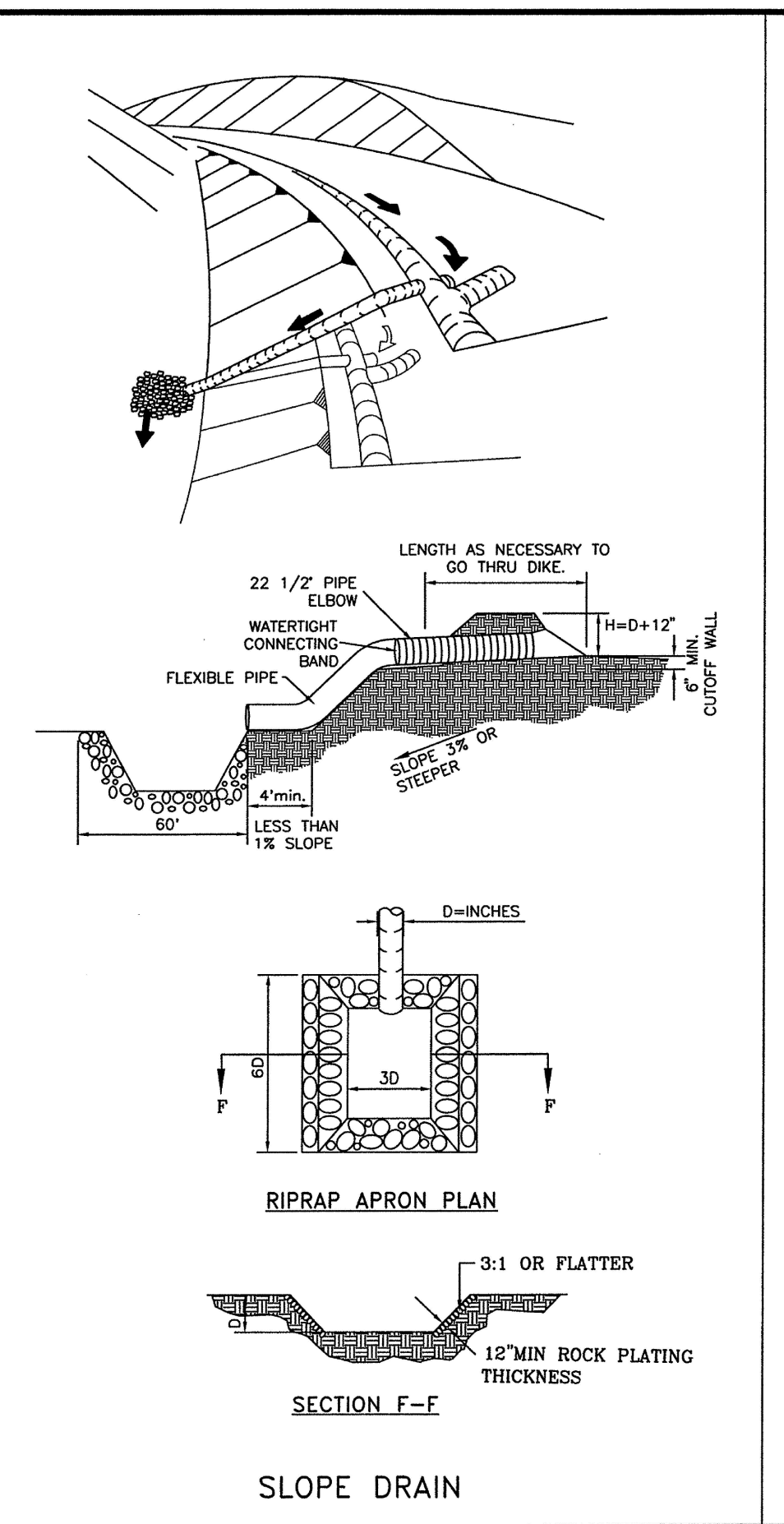
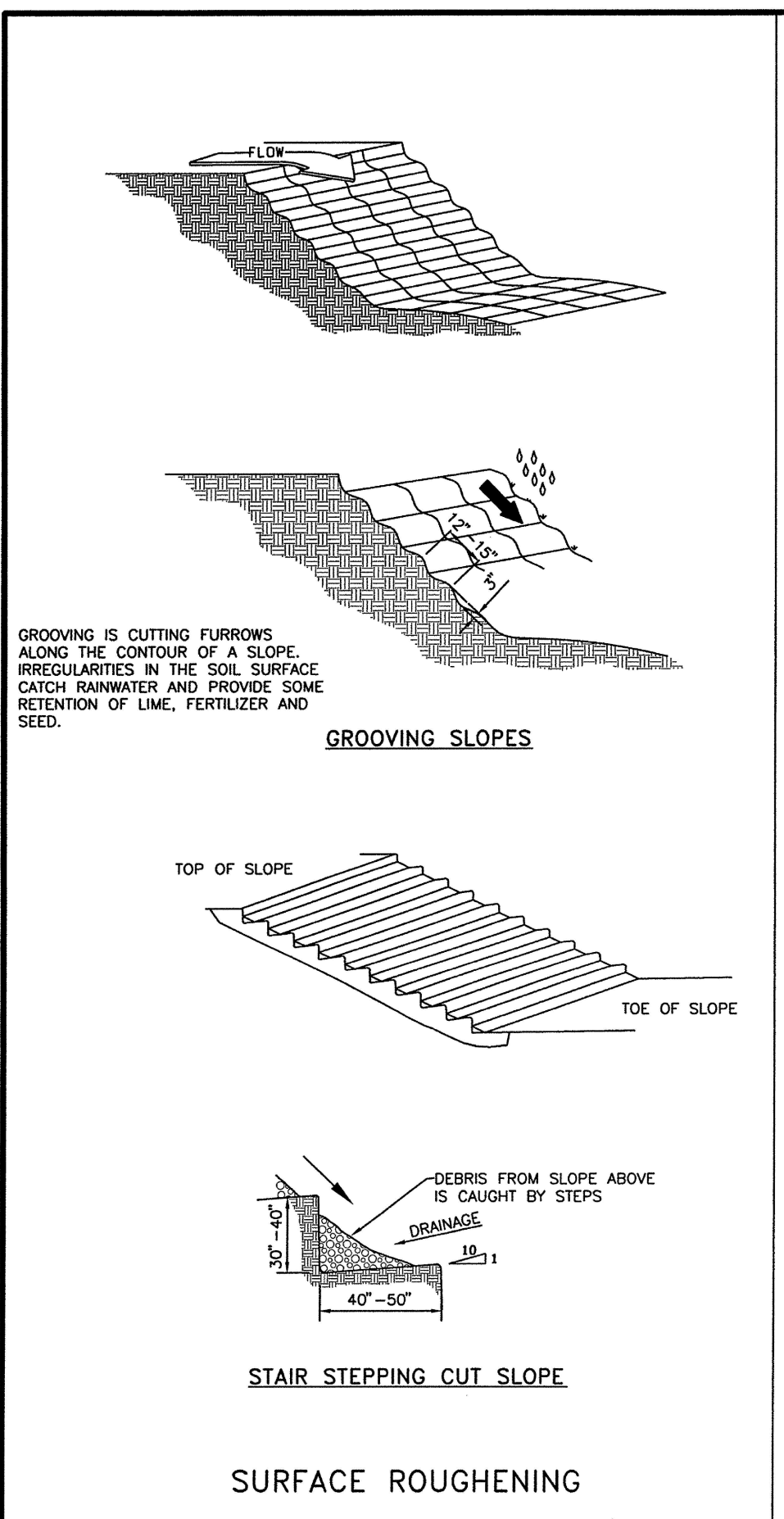
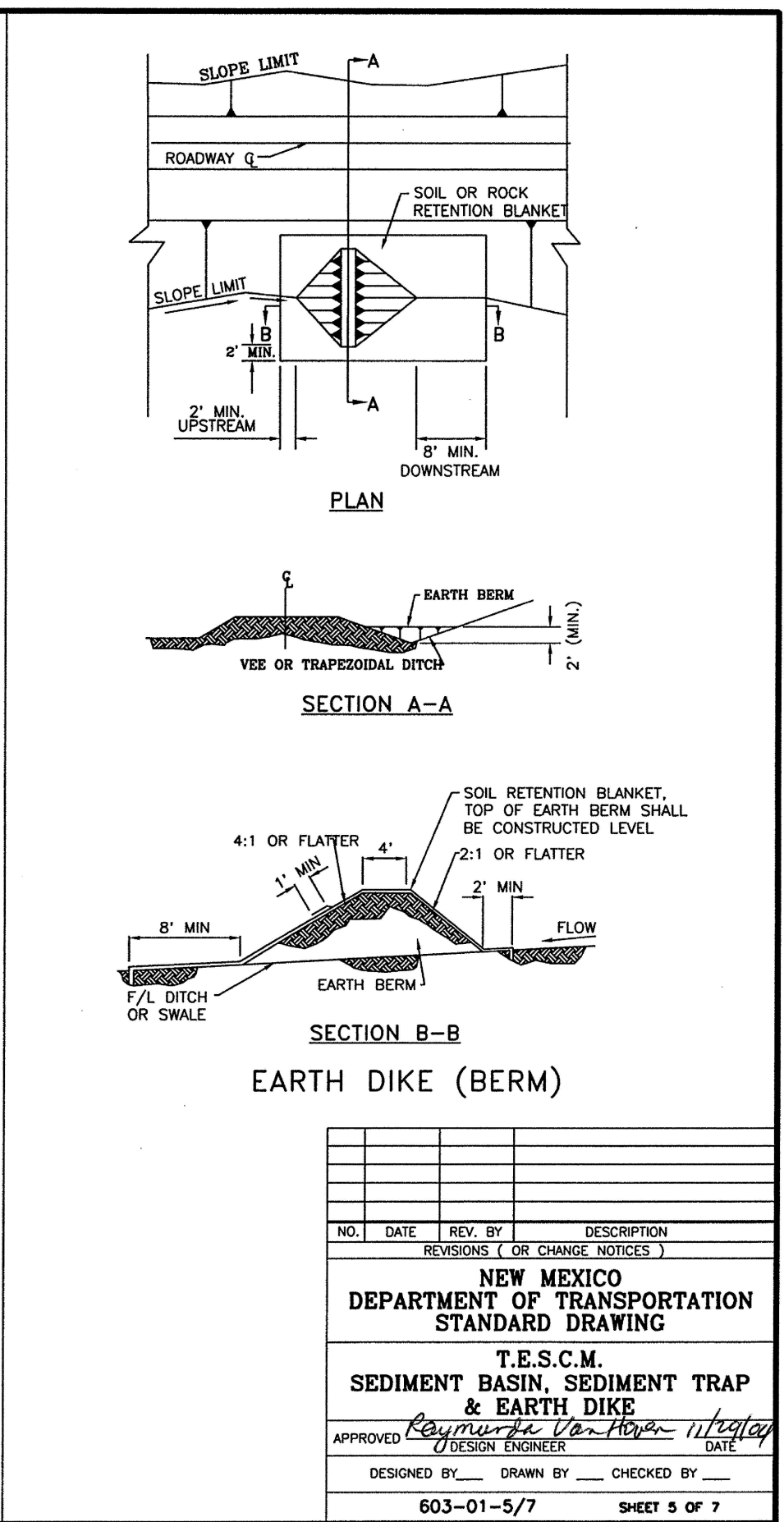
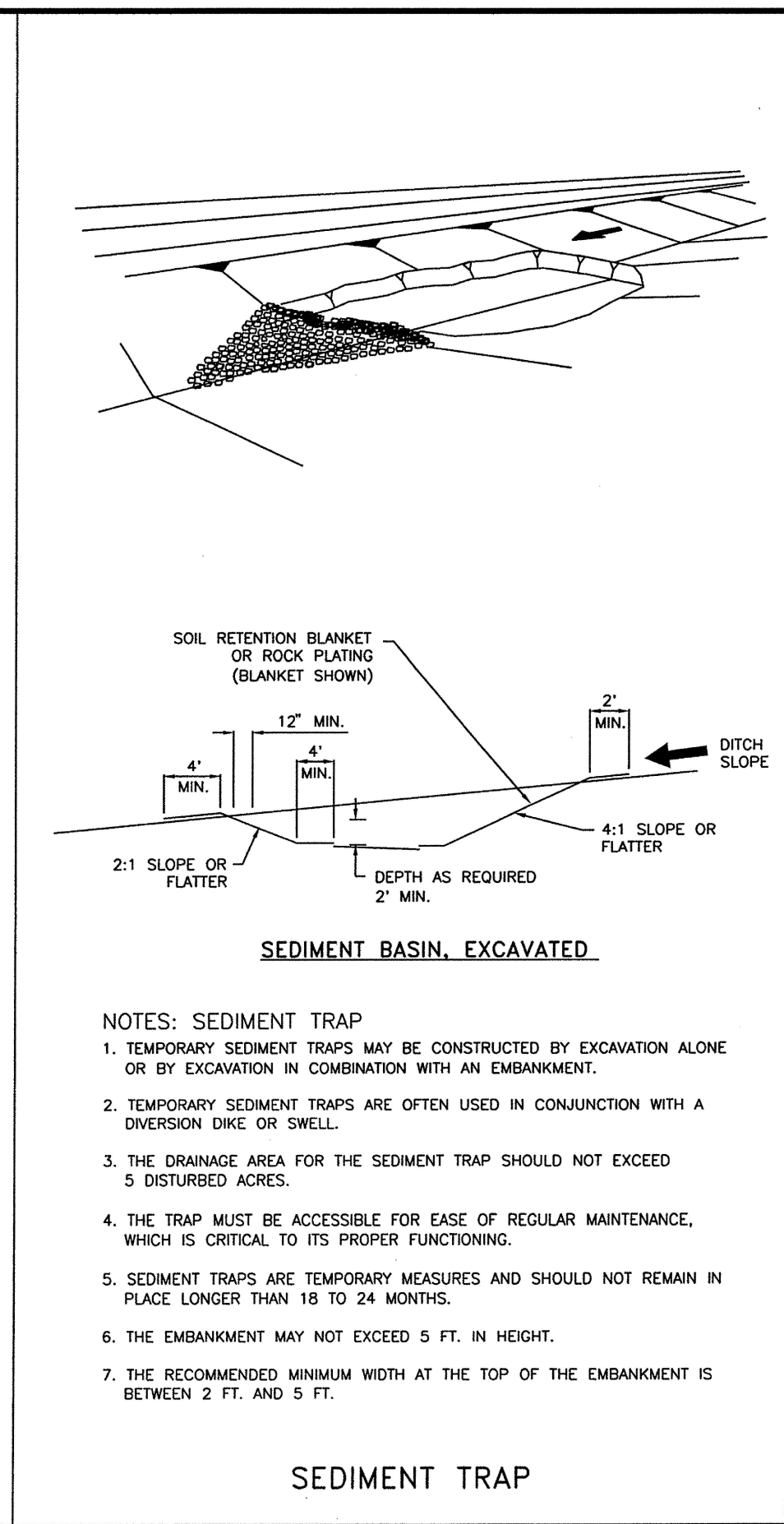
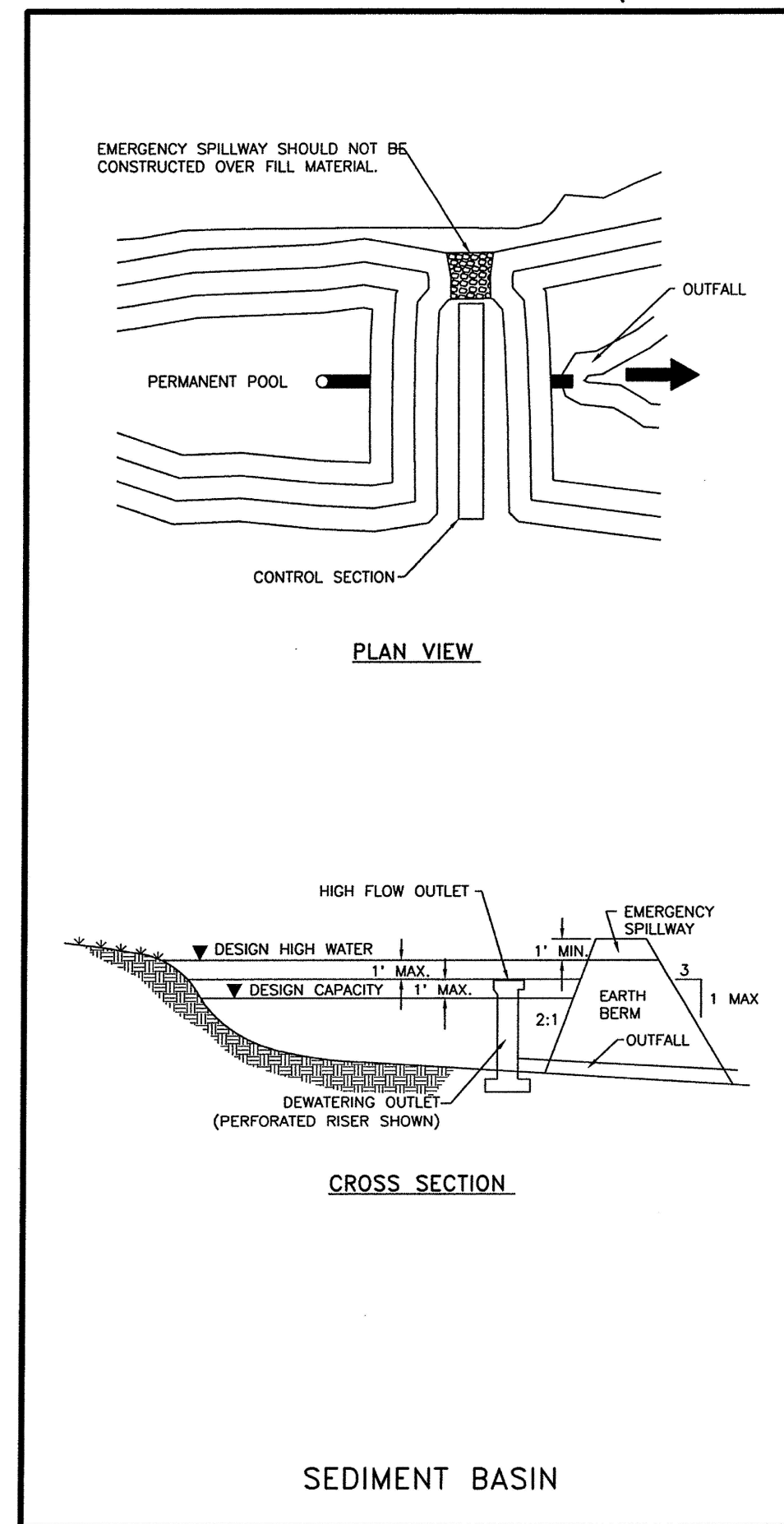
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

CULVERT & DROP INLET PROTECTION

APPROVED: *Raymond Van Hoven* 11/29/09
DESIGN ENGINEER DATE

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

603-01-4/7

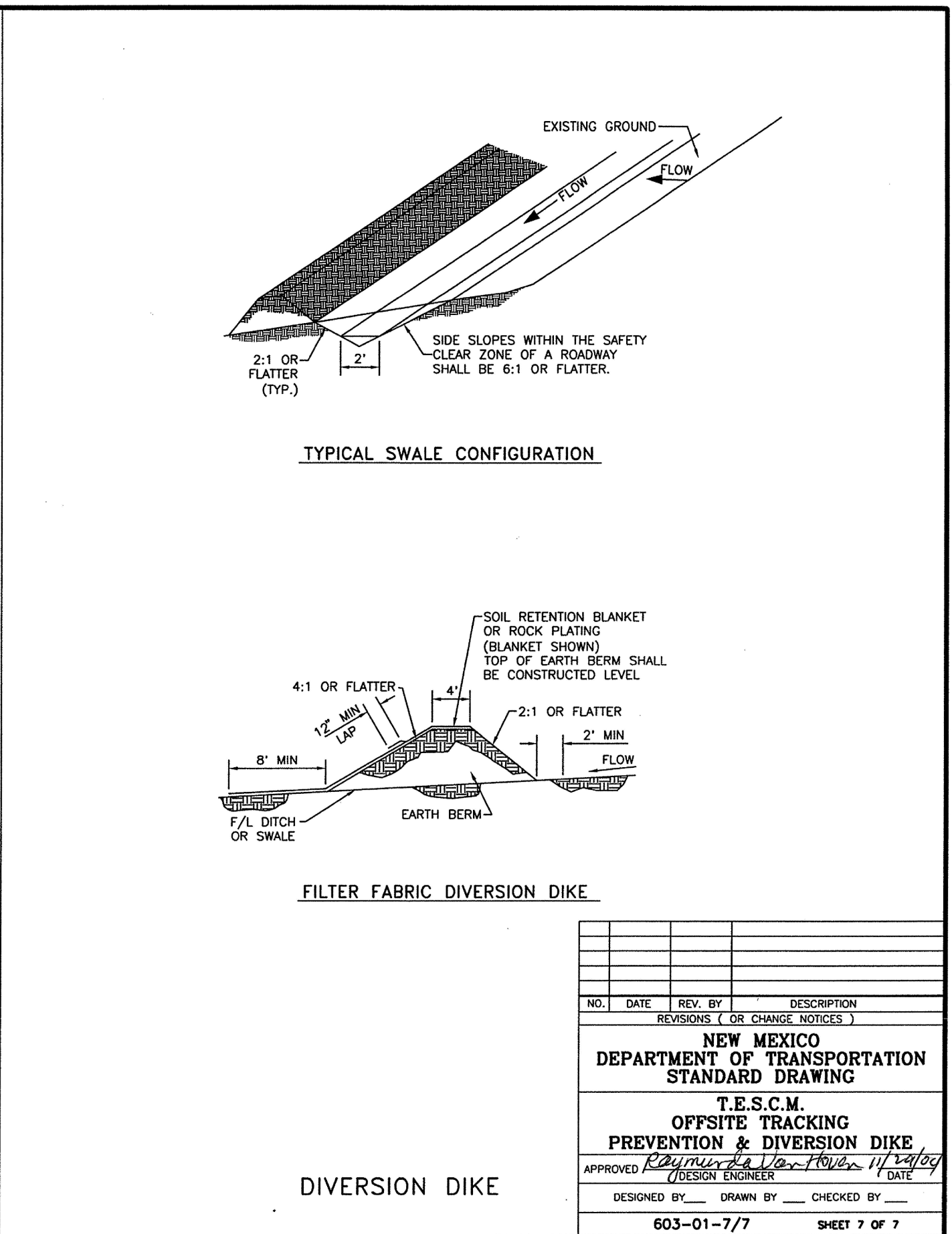
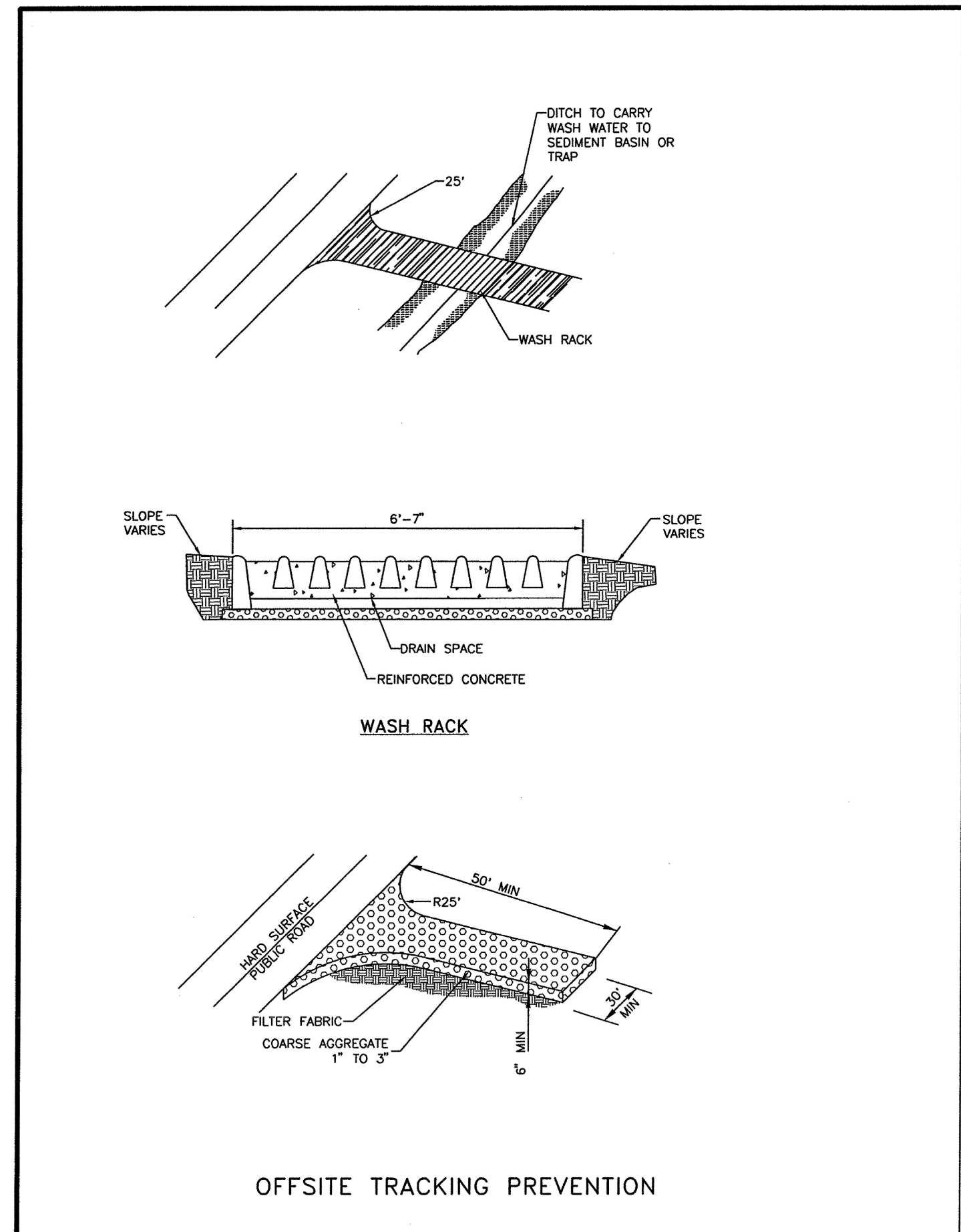


NOTES: PIPE SLOPE DRAIN

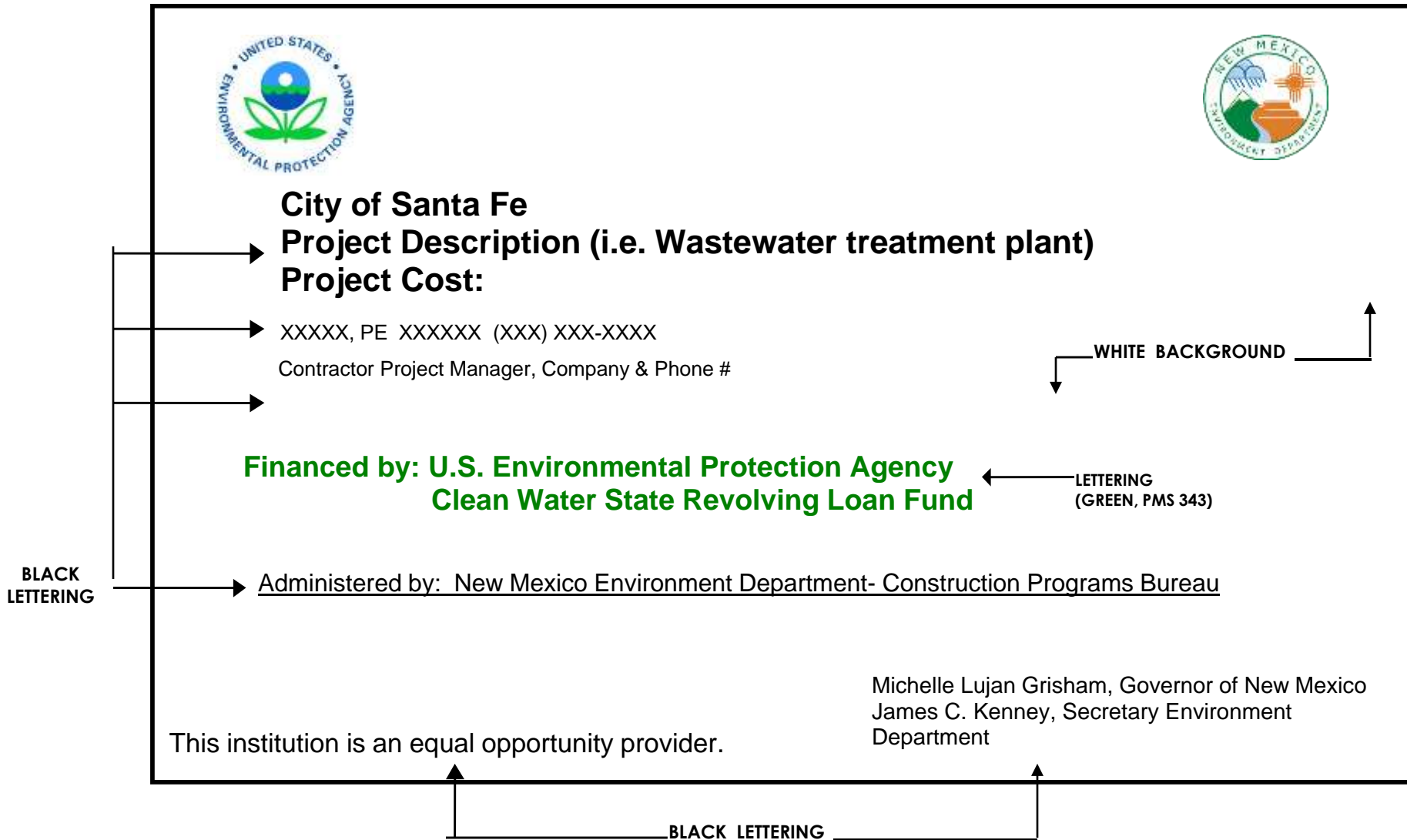
- THE FLEXIBLE PIPE SHALL BE THE SAME DIAMETER AS THE INLET PIPE AND SHALL BE CONSTRUCTED OF A DURABLE MATERIAL WITH HOLD-DOWN GROMMETS SPACED AT 10 FT. ON CENTER.
- THE FLEXIBLE PIPE SHALL BE SECURELY FASTENED TO THE CORRUGATED METAL OR HIGH DENSITY POLYETHYLENE PIPE WITH METAL STRAPPING OR WATER TIGHT CONNECTING COLLARS.
- THE FLEXIBLE PIPE SHALL BE STAKED AT 10 FT. CENTERS ALONG THE SLOPE USING MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO THE GROUND.
- RIGID PIPE SHALL BE ANCHORED AT BENDS. ANCHORAGE SHALL CONSIST OF A MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO GROUND, OR EARTHEN THRUST BLOCK.
- PAYMENT OF BASIN ITEMS ARE INCIDENTAL TO THE COST OF FLEXIBLE STORM DRAIN PIPE.
- FOR PIPE DIAMETER ON TEMPORARY SLOPE DRAIN SEE TABLE BELOW

TEMPORARY SLOPE DRAIN PIPES	
Runoff Flow Rate (cfs)	Pipe Diameter Required (inches)
0 - 6.0	18
6.0 - 9.0	21
9.0 - 12.0	24
12.0 - 20.0	30

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES PIPE SLOPE DRAIN & SURFACE ROUGHENING			
APPROVED <i>Raymond V. Hobson</i> 11/24/07 DESIGN ENGINEER			
DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____			
603-01-6/7 SHEET 6 OF 7			



APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6**

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU**

**Supplemental conditions
for
Federally Assisted Storm Water and/or Wastewater
Infrastructure under the
Clean Water State Revolving Loan Fund
Revised August 2021**

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification (does not apply to non-point source projects)
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. NMED FORM DBE-3
6. NMED FORM DBE-4
7. SRF Telecom Prohibition Certification
8. AIS CWSRF 314 (does not apply to non-point source projects)

Form to be provided with every construction pay application:

1. XP-214 Labor Standards Certification (does not apply to non-point source projects)
2. AIS Pay Application Certification (does not apply to non-point source projects)

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4>
- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
<https://ecfr.io/Title-02/pt2.1.1532>
- Disadvantaged Business Enterprise, 40 CFR Part 33
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl
- Equal Employment Opportunity, 41 CFR Part 60
https://www.ecfr.gov/cgi-bin/text-idx?SID=ec3611532eacd5ad65ef7df6f322a31f&mc=true&node=pt41.1.60_61&rgn=div5
- Labor Standards, 29 CFR Part 4 & 6
<https://ecfr.io/Title-29/pt29.1.4>
<https://ecfr.io/Title-29/pt29.1.6>
- Nondiscrimination, 40 CFR Part 7
<https://ecfr.io/Title-40/pt40.1.7>
- Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500
<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=84eca2b8c00b167d252c25ba6eab0eeb&mc=true&n=pt2.1.200&r=PART&ty=HTML>
<https://www.ecfr.gov/cgi-bin/text-idx?SID=9dad727f830d7c452669df30fc406fee&node=pt2.1.1500&rgn=div5>
- NPDES General Permits for Storm Water Discharge from Construction Sites in Region 6
<https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents>

Model Contract Clause – Attached

NPDES Bypass Policy – Attached

Federal Cross Cutters – https://ecfr.io/Title-40/se40.1.35_13575 see attached information also

Detailed Guidance on the American Iron and Steel Requirements can be found at:

<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

Enhancing Public Awareness of SRF Assistance Agreements – memo dated 6/3/18 - Attached

XP-211

BIDDER'S CERTIFICATION*
In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name _____ Project Number _____
Contract For _____

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.
- I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative _____

Signature of Bidder's Authorized Representative _____ Date _____

Name & Address of Bidder

NOTE: The bidder shall complete the following Minority/Women’s/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes ___ No ___

If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA’s? Yes ___ No ___

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes ___ No ___

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes ___ No ___

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA’s including the bonding range? Yes ___ No ___

If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes ___ No ___

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes ___ No ___

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes ___ No ___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes ___ No ___

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

WBE Subcontractor:

Address:

Phone:

Contact Person:

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

Date

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner _____ ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

(Contractor Signature & Date)

(Owner Signature & Date)

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative, **DUNS Number, and SAM's Registration Number**

Signature of Bidder's Authorized Representative

Date



I am unable to certify to the above statements. My explanation is attached.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___YES	___NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);” that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by **recipients and subrecipients** to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management \(Sam.gov\)](http://System for Award Management (Sam.gov)) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

Date

American Iron And Steel Certification - Pay Application #

The Contractor acknowledges that it understands the goods and services being paid for under this Pay Application are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of th, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

Date

Sample Certifications for AIS compliance

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List Items, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Name and Title

The following information is provided as a **sample letter of certification for AIS compliance**.
Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Name and Title

Wage Rate Requirements

(DOES NOT APPLY TO NON-POINT SOURCE PROJECTS)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method or manner of performance of the work;
 - iii. In the recipient-furnished facilities, equipment, materials, services or site, or
 - iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.

5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

- i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
- ii. Method of shipment or packing; and
- iii. Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

- a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:
 1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.
- b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
- c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
- d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

- a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
- b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such

suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over \$10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over \$25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of \$100,000; (2) negotiated contract amendments or change orders in excess of \$100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of \$100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

- a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
- b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT; ACCESS TO RECORDS

- a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.
4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.
2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.
3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

15. 40 CFR part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**United States Environmental Protection Agency
Region 6**

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

- I. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage; or
2. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The Permittee submits prior notice of an anticipated bypass, if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions.

-) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or
- 2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.
- 3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- National Environmental Policy Act, Pub. L. No. 91-190 (1970), 42 U.S.C. § 4321 *et. seq.*
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Wilderness Act, Pub. L. 88-577, as amended

- **Historic Resources**
 - National Historic Preservation Act, Pub L. 89-665, as amended, 80 Stat. 917 (1966), 16 U.S.C. § 470 *et. seq.*
 - Archeological and Historic Preservation Act, Pub. L. 93-291 (1974), 16 U.S.C. § 469a-1

- **Environmentally Sensitive Lands**
 - Protection of Wetlands, Executive Order 11990 (1977), as amended by Executive Order 12608 (1997)
 - Floodplain Management, Executive Order 11988 (1977), as amended by Executive Order 12148 (1979)
 - Farmland Protection Policy Act, Pub. L. 97-98 (1981), 7 U.S.C. § 4201 *et. seq.*

- **Coastal Area Protection**
 - Coastal Zone Management Act, Pub. L. 92-583 (1972), as amended, 16 U.S.C. § 1451 *et. seq.*
 - Coastal Barriers Resources Act, Pub. L. 97-348, 96 Stat. 1653 (1982), 16 U.S.C. § 3501 *et. seq.*

- Wild and Scenic Rivers Act, Pub. L. 90-542, 82 Stat. 913 (1968), 16 U.S.C. § 1271 *et. seq.*
- Endangered Species Act, Pub. L. 93-205 (1973), as amended, 16 U.S.C. § 1531 *et. seq.*
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265 (1976), as amended, 16 U.S.C. § 1801 *et. seq.*
- Clean Air Act Conformity, Pub. L. 95-95 (1977), as amended, 42 U.S.C. § 7401 *et. seq.*
- Safe Drinking Water Act, Pub. L. 93-523 (1974), as amended, 42 U.S.C. 300f *et. seq.*

Social Policy Authorities

Civil Rights Laws (i.e., Super Cross-Cutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

- Equal Employment Opportunity, Executive Order 11246 (1965)

Disadvantage Business Enterprise Provisions

- Promoting the use of Small, Minority, and Women-Owned Businesses, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 Pub. L. 102-389

Economic and Miscellaneous Authorities

Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans

- Executive Order No. 11738 (1973)
- Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and
- Section 508 of the Clean Water Act, 33 U.S.C. § 1368
- Debarment and Suspension, Executive Order 12549 (1986)
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754 (1966), as amended, 42 U.S.C. § 3331 *et. seq.*
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646 (1971), as amended, 42 U.S.C. §§ 4601-4655
- Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects Executive Order 13202 (2001), as amended by Executive Order 13208 (2001)

Revised 02/18/2014



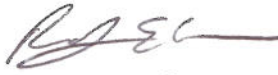
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460


MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> – Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products – Relevant excerpts from the bid documents used by the contractors to complete the comparison – A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
Availability Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> – Supplier information or other documentation indicating availability/delivery date for materials – Project schedule – Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: <ul style="list-style-type: none"> – Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State – Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States – Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the “American Iron and Steel (AIS)” requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that— (1) applying subsection (a) would be inconsistent with the public interest” 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

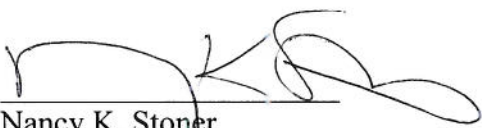
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator



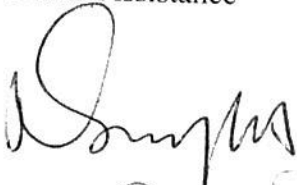
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

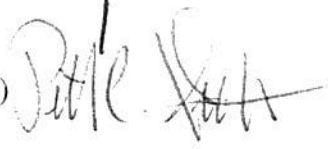
JUN - 3 2015

OFFICE OF WATER

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRF Assistance Agreements

FROM: Andrew D. Sawyers, Ph.D., Director
Office of Wastewater Management (4201M) 

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M) 

TO: Water Management Division Directors
Regions I-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness of EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they fund are different and that one implementation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staff provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-2051).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of State Revolving Fund (SRF) assistance. Projects implemented with Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) monies are included in this initiative, as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore, providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA's role in funding assistance agreements that achieve positive benefit. Second, the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below, provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore, it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of specific projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signage requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. Borrowers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signage requirement does not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategies as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers, particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support, EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter, periodical or press release should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community or facility website if available. In some cases, communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community’s website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization’s website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, or online materials. States may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name]. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide. “

For projects in certain areas, states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria, States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

OFFICE OF WATER

MEMORANDUM

SUBJECT: Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs

FROM: Kiri Anderer, P.E., Acting Associate Branch Chief
Infrastructure Branch, OGWDW

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Date: 2020.12.11 07:55:52
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Michael Deane, Branch Chief
State Revolving Fund Branch, OWM

MICHAEL DEANE

Digitally signed by MICHAEL
DEANE
Date: 2020.12.11 17:56:38 -05'00'

TO: SRF Branch Chiefs
Regions 1-10

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at [2 CFR 200.216](#), *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of [Public Law 115-232](#). The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Applicability in the State Revolving Fund (SRF) Programs

Clean Water and Drinking Water SRF (CWSRF and DWSRF) programs may not expend equivalency funds for these products on or after August 13, 2020. States must ensure that equivalency assistance agreements include the telecommunications prohibition condition [provided by EPA's Office of Grants and Debarment](#) (OGD) in OGD's most recent EPA General Terms and Conditions. The condition must also be in construction contracts associated with equivalency assistance agreements.

There is no exhaustive list of components and services that fall under the prohibition. State SRF managers and local assistance recipients should exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

The prohibition also applies to the CWSRF administrative funds (if states are billing those costs to the federal CWSRF capitalization grant) and the four DWSRF set-asides. States should be mindful of items such as cell phones, computers, and mobile WiFi routers or hotspots funded by those accounts.

If you have questions on the implementation of this grant condition, please contact Michael Deane at Deane.Michael@epa.gov or Kiri Anderer at Anderer.Kirsten@epa.gov.

Information on Requirements that Pass-Through Entities must “Flow Down” to Subrecipients

EPA is providing the following list of statutory, regulatory, and Executive Order requirements to assist recipients or “pass-through entities” who make subawards under the Uniform Grant Guidance (UGG) to identify potential Federal requirements that may apply to subrecipients on EPA funded projects per [2 CFR 200.331\(a\)\(2\)](#). The list is for informational purposes only and is not intended to be a comprehensive description of all requirements applicable to each EPA financial assistance award. How a specific requirement applies depends on the nature of the project and may require coordination between EPA and other Federal agencies. Pass-through entities should consult their EPA Project Officer for further advice if they believe any of these requirements impact a subaward.

Note that major EPA assistance programs involving construction such as the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs have their own regulations and guidance documents for complying with “Flow Down” requirements. Loans and similar transactions that CWSRF and DWSRF recipients enter into are not subawards for the purposes of the [2 CFR Part 200](#) UGG. The information below, therefore, does not apply to loans and similar transactions entered into by recipients of CWSRF and DWSRF capitalization grants.

1. Nondiscrimination Laws and Social Policies

These requirements, if applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients are subject to the laws and policies described below. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance. Pursuant to EPA’s regulations on “*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*,” in [40 CFR Part 5](#) and [40 CFR Part 7](#) the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as “any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.” Contracts less than \$10,000 are exempt from the requirements of the Order.

c. **Disadvantaged Business Enterprises**

EPA regulations at [40 CFR Part 33, “Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs”](#) set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of “Recipient” in [40 CFR 33.103](#).

d. **Consultation with State and Local Officials**

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in [40 CFR Part 29](#).

The [Catalogue of Federal Domestic Assistance](#) entry for the pass-through entity’s agreement with EPA will specify whether intergovernmental review requirements are applicable. If intergovernmental review is required, and neither EPA nor the pass-through entity complied with [40 CFR Part 29](#) prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at [40 CFR 29.9\(d\)](#) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient’s proposed project.

e. **Clean Air Act and Clean Water Act**

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the [System for Award Management](#). Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the [General Terms and Conditions](#) (T&C) of the pass-through entity’s agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. **Federal Funding Accountability and Transparency Act**

As set forth in the General Condition of the pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation” the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. **Suspension and Debarment**

The pass-through entities responsibilities are described at [2 CFR Part 180, Subpart C](#) and the “Debarment and Suspension” T&C of the pass-through entity’s agreement with EPA. These requirements, which

include checking [SAM](#) to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with [2 CFR 180.220](#) under [2 CFR 1532.220](#) suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at [2 CFR 1532.995](#) EPA has identified activities that suspended or debarred parties may not perform as a “Principal” in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA’s Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at [2 CFR 1500.9\(a\)](#) and the “Consultant Cap” T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available at 69 Fed. Reg. 18380 (April 7, 2004).

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restriction on Lobbying, 40 CFR Part 34

Pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by [40 CFR 34.110](#) and the “Lobbying and Litigation” T&C.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with [2 CFR Part 200](#) requirements when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA’s NEPA regulations are at [40 CFR Part 6](#), and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. Executive Order No. 12898 (1994)

This Executive Order (E.O.) directs federal agencies to “make achieving environmental justice part of its mission.” Each covered agency is required to identify and address, as appropriate, any “disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.” One vehicle for EPA’s efforts to address environmental justice concerns is a NEPA analysis. Considering environmental justice generally involves identifying potential adverse effects on minority populations and low-income populations, as well as encouraging early public participation and the development of alternative or mitigating options as appropriate. The terms and conditions of the EPA award may require pass-through entities and subrecipients to assist EPA in ensuring the requirements of the Executive Order are met.

c. National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP’s regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

d. Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

e. Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

f. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

g. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is

compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

h. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

i. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

j. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

k. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in [50 CFR Part 402](#). The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

l. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

m. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at [40 CFR 93.153\(c\)](#) exempt a number of activities including

planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

n. **Safe Drinking Water Act**

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.