

CITY OF SANTA FE



INVITATION TO BID

Nichols Dam Outlet Works Rehabilitation

BID# 23/40/B

BIDS DUE: May 30, 2023 @ 2:00 P.M. (MST)

**PURCHASING DIVISION
CITY OF SANTA FE**

By Electronic Submittal Only To:

<https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc>

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A. DEBARRED OR SUSPENDED CONTRACTORS

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

B. PROCUREMENT AND CONTRACTING REQUIREMENTS

1. Solicitation Information

1.1 Solicitation No.: **23/40/B**

1.2 Project Title: **Nichols Dam Outlet Works Rehabilitation**

1.3 Pre-Bid Conference (**Mandatory**):

May 2, 2023

9:30 a.m. MST/MDT

Location: **Canyon Road Water Treatment Plant**

1.4 Site Visit (**Mandatory**):

May 2, 2023

10:00 a.m. MST/MDT

Location: **Nichols Dam Reservoir**

1.5 Deadline for Pre-Bid Questions: **May 5, 2023**

1.6 Electronic Bid Submittal Deadline: **May 30, 2023 2:00 p.m. MST/MDT**

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

2 Bid Submission

2.1. **ALL** specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the bid documents must be attached to form a complete responsive bid. (NMSA 1978 §13-1-82-85; NMSA 1978 §13-1-133)

2.2. Bidders may contact ONLY the Department Project Manager and the Central Purchasing Office regarding this procurement at the following emails:

Project Manager: John Del Mar

Email: jpdelmar@santafenm.gov

Central Purchasing Office: purchasing_ITB@santafenm.gov

2.3. Other city employees do not have the authority to respond on behalf of the Project Manager.

2.4. Bidders shall promptly notify the Project Manager and the Central Purchasing Office 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 or amendment, no verbal responses shall be authoritative.

2.5. Bids must be submitted on the Bid Form provided herewith. Bidder shall bid all items on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders.

2.6. Bids shall be valid for ninety (90) days subject to action by the City.

2.7. Bids are to be submitted by uploading to the following link:
<https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc>

2.8. It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the email submission system by the deadline set forth in this ITB. Such electronic submissions will be considered sealed bids in accordance with Statute, §13-1-95.1.

Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. Bids must correspond with any amendments.

2.9. If an addendum or amendment is processed after the bid is submitted that effects the Scope of Work or other documentation or Specifications required in the bid, an email with the addendum or amendment will be sent to the Bidder and the Bidder must resubmit their bid acknowledging the addendum or amendment, prior to the deadline, in order for it to be considered fully submitted.

2.10. Please ensure, as the Bidder, to 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.

3. Bid Opening

3.1. Public bid openings, will be held Virtually at the following link:

Join Zoom Meeting @: <https://santafenm.gov.zoom.us/j/98692698721?pwd=ckJXcWtqMU9yMTQ4eWxDVkhV1hRdz09>

Meeting ID: 986 9269 8721

Passcode: 056801

Call-in Numbers (by location)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

3.2. The bid tabulations will be posted to the City of Santa Fe website at the following link:
https://www.santafenm.gov/bid_tabulations

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

3.4. CPO contact information is:
Travis Dutton-Leyda, Chief Procurement Officer
City of Santa Fe

- 3.5. The Department, along with the CPO, reserves the right to reject any and all Bids or to waive any and all non-substantial irregularity in bids received as long as it doesn't affect the price, quantity or quality of the bid, whenever such rejection or waiver is in the best interest of the Department.
- 3.6. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.
- 3.7. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions before responding to this bid.
- 3.8. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- 3.9. Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.
- 3.10. The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

C. INSTRUCTIONS TO BIDDERS

1. Examination of Bidding Documents and Site

- 1.1. Before submitting a bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents, (d) at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents. A mandatory site visit will be held following the mandatory Pre-bid conference to allow Bidders to become familiar with site conditions and/or to conduct any investigations and tests as a Bidder deems necessary for submission of a responsive bid.
- 1.2. The lands and properties upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe.
- 1.3. The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 1.4. It shall be the responsibility of the successful Bidder to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) and the City such permits or licenses required to carry out the construction. Construction Industries Division website is as follows:
<https://www.rld.nm.gov/construction-industries/>

2. Bidding Documents

2.1.1. Copies of Bidding Documents

2.1.2. The ITB will be available at the following locations

City of Santa Fe web site www.santafenm.gov/bids_rfps

Construction Reporter: www.constructionreporter.com

Dodge Reports: www.construction.com

ARI: www.arigraphix.com

2.1.3. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after the opening of bids.

2.1.4. Complete sets of Bidding Documents shall be used in preparing bids; the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.1.5. The Owner, in providing copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. Interpretations

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

- John Del Mar, jpdelmar@santafenm.gov
- City of Santa Fe, Purchasing, purchasing_ITB@santafenm.gov
- AECOM Design Engineer, John Sikora, john.sikora@aecom.com

3.2. Replies will be issued via Amendment or Addenda. Any Amendment or Addenda will be delivered via email to all parties recorded by the Owner as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the bid opening date will not be answered. Only questions answered by formal written Amendment or Addenda will be binding.

4. Substitute Material and Equipment

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

5. Amendment/Addenda

5.1. Oral and other interpretations or clarifications will be without legal effect. No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an amendment or addendum.

5.2. Any and all such interpretations and any supplemental instructions will be in the form of written amendments or addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such amendment or addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All amendments or addenda so issued shall become part of the contract documents.

5.3. The City reserves the right to not comply with these time frames if a critical change, which will be written in amendment or addendum, is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. Form and Style of Bids

6.1. Bids shall be submitted on forms identical to the form included with the Bidding Documents.

6.2. All blanks on the Bid Form shall be filled in by electronic means or legibly handwritten in ink.

6.3. Where indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

6.4. Any interlineation, alteration, or erasure must be initialed by the signatory of the bid.

6.5. Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, or corporation by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall bind the Bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The bid shall include the current Contractor's license number and type, and a copy of the State of New Mexico Preference, if applicable. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
(See Bid Form F. 1.)

6.6. The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

7. Bid Security

7.1. Bid security, made payable to the City of Santa Fe, in the amount of 5% of the total of all Item Prices shall be submitted with the bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by cashier's check.

7.2. The bid security shall pledge that the Bidder will enter into a Contract with the City in accordance with the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the City as liquidated damages, not as a penalty.

7.3. The City will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

7.4. When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

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

8. Pre-Bid Conference

8.1. The City shall conduct a mandatory virtual Pre-bid Conference prior to the Bid opening date stated in the Invitation for Bid.

8.2. The City and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in 8.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

8.3. Questions and requests for clarification are to be presented in written form with “Pre-Bid Questions” and “Bid Title” entered in the “Subject Line” and emailed to each of the following:

- John Del Mar, Water Division, jpdelmar@santafenm.gov
- City of Santa Fe, Central Purchasing Division @ purchasing_ITB@santafenm.gov
- AECOM Design Engineer, John Sikora, john.sikora@aecom.com

8.4. Responses to questions will be written and issued electronically as Amendment or Addenda. No verbal response shall be binding.

9. Resident Preference & Local Preference

9.1. The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and the City’s Procurement Manual, except for purchases using state and federal grant funds. Applicable state and federal law and regulations govern procurements using state or federal funds.

9.2. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If a bid is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the taxation and revenue department pursuant to NMSA 1978 §13-1-22. For the purpose of awarding a public works contract using a formal bid process, a public body shall deem a bid submitted by a:

(1) resident contractor or Native American resident contractor to be eight percent lower than the bid actually submitted; or

(2) resident veteran contractor or Native American resident veteran contractor with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

A public body shall not award a contractor both a resident contractor preference and a resident veteran contractor preference or a Native American resident contractor preference and a Native American resident veteran contractor preference.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s).

10. Subcontractors

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

10.2. The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.

10.3. The City shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the City.

10.4. The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.

10.5. Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.

10.6. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.

10.7. The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City:

- (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and

(B) A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.

10.8. The successful Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

10.9. Persons and organizations proposed by the Bidder and to whom the City has made no reasonable objection shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City.

10.10. No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

11. Correction or Withdrawal of Bids

11.1. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

11.2. Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.

11.3. After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:

(A) The mistake is clearly evident on the face of the Bid document; or

(B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

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

12. Bribes, Gratuities, and Kickbacks

12.1. It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2, NMSA 1978).

12.2. Pursuant to §13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including §30-24-1, §30-23-2, and §30-41-1 through §3-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (§13-1-28 through §13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation.

13. Notice of Contract Requirements Binding on Bidder

13.1. By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).

- (A) Definitions - Sections 1.0 to 1.1;
- (B) Contract Bond Requirements - Section 4.2;
- (C) Bribes, Gratuities, and Kickbacks - Section 4.8;
- (D) Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

14. Rejection or Cancellation of Bids

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

15. Protests

15.1. Any Bidder who is aggrieved in connection with this procurement (Bid) may protest in writing to the Central Purchasing Office. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

16. Competitive Sealed Bids

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

17. Consideration of Bids Receipt, Opening, and Tabulation

17.1. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code. In addition to the requirement for the prime contractor and subcontractors to be registered as provided in §[13-4-13.1](#) NMSA 1978, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by §[13-4-13.1](#) NMSA 1978 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with §[13-4-36](#) NMSA 1978.

17.2. Bid tabulations of the amounts of Item Prices for public information and inspection will be posted to the City of Santa Fe website at the following link no later than 5pm on the next business day after the bid is due: https://www.santafenm.gov/bid_tabulations

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

18. Bid Evaluation and Award

18.1. It is the intent of the City to award a Contract to the most responsive and responsible Bidder submitting the lowest bid on the base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available and is in the best interest of the City. The City reserves the right to award a contract to the lowest Bidder using the criteria within the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

18.2. The subsequent contract will be established as a source and convenience of the City. It is the responsibility of the Requesting Department to utilize this Contract to the best interests of the City.

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

19. Notice of Award

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

20. Identical Bids

20.1 When two or more of the Bids submitted are identical in price and are the low Bid, the Central Purchasing Office may:

- (A) Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
- (B) Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;
- (C) Award by lottery to one of the identical low Bidders;
- (D) Make multiple awards if it is in the best interest of the City, or
- (E) Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

21. Cancellation of Award

21.1. When in the best interest of the public, the City in its sole discretion, may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City.

22. Post-Bid Information

22.1. Return of Bid Security - All Bid security in the form of cashier's checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a cashier's check, will be returned within thirty (30) days following the award of contract. The retained Bid security of the successful Bidder, if in the form of a cashier's check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.

22.2. Notice of Award – The City will issue a written Notice of Award to the Contractor stipulating the scope of work, the contract sum, including taxes, and the required bonds. The Notice of Award will also include the contract for signature that will be sent back with the required executed bonds.

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

22.4. Contract Bond Requirements - The successful Bidder, where the Contract price exceeds twenty-five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms similar to the forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City.

22.5. Insurance Requirements - The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.

22.5.1. The insurance shall be in limits not less than those stated in the enclosed contract forms. The insurance limits may be greater if required by law.

22.5.2. The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability (Premises Operations, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), Comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk. For more specific insurance requirements refer to the enclosed Agreement Forms.

22.5.3. All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.

22.5.4. A valid certificate of insurance must be submitted to the City prior to routing the final Contract between the City and the Contractor for City approval.

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

22.7. Notice to Proceed - The City will issue a written Notice to Proceed to the Contractor stipulating the contract time start date substantial completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by Change Order.

23. Minimum Wage Rates

23.1. Pursuant to the requirements of any Contract entered into in excess of sixty thousand dollars (\$60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project. This project will be under the approved Wage Decision SF-23-0606-H.

23.2. The Bidder shall ensure that the minimum wage rate determination, included herein, has been utilized in preparation of the Bid.

23.3. The Bidder will be required to submit a bid that complies with the City of Santa Fe's Living Wage Ordinance to the extent applicable.

23.4. The awarded Contractor will be required to pay wages as per whichever wage decision is highest.

24. New Mexico Department of Workforce Solutions Contractor and Subcontractor Registration

24.1. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a City project that is subject to the Public Works Minimum Wage Act (§13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided (See Bid Form 00-5000 3.0) and for subcontractors on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors. It is the responsibility of the Bidder and the subcontractors to ensure the registration is completed prior to the bid opening.

D. PROCUREMENT SCOPE

1. Scope of Bids

1.1 The purpose of the project is to improve the safety of the dam and pressurize the conduit to deliver water to the Canyon Road Water Treatment Plant (CRWTP). Refer to the Scope of Work in the attached Contract for details.

The Scope of Work is comprised of, but not limited to the following and Bidder must review Construction Drawings and Specifications for more detail. Drawings and specifications are determined to be confidential will not be released, and a site visit will not be permitted, without an executed Non-disclosure Agreement (NDA). Those pre-bid conference attendees anticipating a bid submission must have a person authorized to sign on behalf of their firm present at the pre-bid conference to sign the NDA.

The Contractor will be required to meet the following Scope of Work requirements.

- Remove and stockpile downstream embankment rock facing
- Excavate and stockpile a portion of the downstream Nichols Dam embankment

- Demolish an approximately 120-linear foot section of the existing 5-foot diameter concrete conduit
- Install a sand filter, drain gravel, toe drain system and measurement weir structure
- Reconstruct the dam embankment
- Replace dam embankment rock facing
- Remove the piping, valves and exhaust system from the inside of the inclined intake
- Concrete core 2 openings in the inclined intake, install 2 long flange spools and grout in place
- Demolish existing Stop Log and Bulkhead Structure at the base of the inclined intake
- Abandon 2 existing openings in the inclined intake
- Install 1-24-in on the inside of the inclined intake and 2-30-in hydraulically controlled knife gates on the outside of the inclined intake
- Reline the existing 5-foot inside diameter outlet conduit with a 28-inch outside diameter Standard Dimension Ratio (SDR) 15.5 high density polyethylene (HDPE) pipe and grout in place
- Construct a new section of concrete encased 28-inch SDR 15.5 .HDPE pipe from the relined portion downstream to the new valve vault
- Construct a concrete bulkhead at the base of the inclined intake
- Construct a concrete cast-in-place valve vault near the toe of the dam
- Install piping, valves with measuring devices and energy dissipation downstream from the relined conduit for Living River Flows, acequias flow requirements and emergency releases
- Connect the 28-in HDPE pipe to the existing 24-in Ductile Iron Pipe (DIP) in the access road
- Construct a concrete cast-in-place vault at the Canyon Road Water Treatment Plant (CRWTP)
- At the CRWTP, connect a new 24-in DIP to the existing 24-in DIP in the access road near the fence line to the vault
- Install plug valve, measuring device and bypass valving in the vault
- Connect the vault to the CRWTP with a 24-in DIP
- Provide a VSA pre-cast concrete building near the downstream crest of the dam
- Install Vacuum Swing Adsorption (VSA) equipment in the VSA pre-cast building
- Design, furnish and install hydraulic power unit (HPU) to operate the 24-in and 30-in knife gates in the VSA pre-cast vault
- Procure and install intake screens on inclined intake
- Install air compressor and accumulator and piping in VSA building for aeration and air sparge system
- Installation of six open standpipe piezometers
- Coordinate with City of Santa Fe delegated contractor for SCADA system integration, programming and supplying panels
- Coordinate with City of Santa Fe delegated contractor for Dam Monitoring instrumentation and programming.
- Install 3 Phase Power from left abutment of the dam to Nichols Valve Vault and VSA Building

NOTE: Contractors are responsible accepting all work described in Construction Drawings and Specifications in Volumes 1, 2 and 3, to be provided.

1.2 The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents, Construction Drawings and Specifications.

Note: By submitting a bid for this project, the Bidder hereby acknowledges and assures the City that it has sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.

1.3 The Work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the Contract documents, Construction Drawings, Specifications and approved directives and change orders.
- Contractor shall be responsible for City and State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc., necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

1.4 The following Scope of Work Special Provisions are hereby made part of the Contract Documents.

- **SCOPE:** The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Construction Drawings and as specified in the Contract Documents and Specifications.
- **SCHEDULE:** The Contractor shall schedule his work in such a manner as to allow the Canyon Road Water Treatment Plant (CRWTP) to operate. A phased notice to proceed has been presented in the Procurement Term involving a phased construction plan and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.
- **LOCATION:** All of the proposed improvements are located at the Nichols Dam and CRWTP. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe or on land owned by the City. Portions of Upper Canyon Road are outside City limits and pass through private or Forest Service property, but access to the site will not be impacted.
- **REMOVAL AND DISPOSAL OF SURPLUS MATERIALS:**
 1. Surplus earth and organic matter shall be disposed of as indicated in the Construction Drawings and Specifications or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.
 2. Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.
 3. No separate payment will be made for the work required by this section of the Construction Drawings and Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered. All millings and other salvageable materials are the property of the City of Santa Fe and shall not be removed from City property without permission of the City Water Division.
- **ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS**
 1. Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when outside the immediate limits of construction. Heavy equipment shall not be permitted on the bridge over the Santa Fe River at East Alameda and Upper Canyon Road/Camino Cabra.

2. Contractor must coordinate activities with City of Santa Fe, the Consultant conducting work at the CRWTP, and possibly, Public Utilities of New Mexico (PNM) if their work within the access road is not completed prior to Notice to Proceed is issued.

Contractor communication and coordination with Contractors conducting work at the CRWTP and PNM must include equipment and material staging/stockpiling, scheduling of work and use of access routes. No additional compensation will be provided for delays or other impacts resulting from the work by others. More information related to CRWTP and PNM work will be provided to the awardee.

Additionally, Contractor shall notify the USFS of use of access route schedule and shall not block the route. Contractor is made aware that USFS can issue fire restrictions and the project could be temporarily halted due to fire restriction and the schedule extended.

3. Contractor is made aware that walking classroom groups from the National Audubon Society will be present on Upper Canyon Road typically up to approximately two (2) days per week during the school year. In addition, there are scheduled family hiking tours up to 8 times per year on the weekends. All tours are scheduled and the contractor will be made aware of the schedule tours. The tours are shuttled above the work areas. The contractor schedule of operations shall allow the use of the road during these times.

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

E. INFORMATION AVAILABLE TO BIDDERS

1.0 Existing Conditions

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

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

F. PROCUREMENT FORMS

1.0 Bid Form – Stipulated Sum (Single-Prime Contract)

Bid No:	23/40/B
Project:	Nichols Dam Outlet Works Rehabilitation Project
Date of Issuance of Invitation to Bid:	April 13, 2023
Bid Due Date:	May 25 th , 2023

Bid must be submitted **electronically** to:

<https://cityofsantafenm.sharefile.com/r-r2e1c990e0b104cada29f9959d0ebfbcc>

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

2. The Bidder accepts all the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security and other bidding documents. This Bid will remain subject to acceptance for 60 days after the day of bid opening. The Bidder shall sign and submit the Contract between City and Contractor with the bonds and other documents required by the bidding requirements within fifteen (15) calendar days after the date of the City’s Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the bidding documents and of the following amendment/addenda (receipt of all of which is hereby acknowledged):

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

B. The Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.

E. The Bidder has given the City’s representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City’s representative is acceptable to the Bidder. All of this must be accomplished prior to the bid date.

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

G. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.

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

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

- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

2.0 Bid Form – Unit Price(s):

Bidders shall provide the information indicated below in this format applying the information on the following Bid Tab for this project.

Bid Item #	Description	Qty	Units	Unit Cost	Item Total
1	Mobilization, Demobilization, and Preparatory Work	1	Lump Sum		
2	Clearing and Grubbing	1	Lump Sum		
3	Erosion and Sediment Control	1	Lump Sum		
4	Foundation Pothole Investigation	1	Lump Sum		
5	Dewatering	1	Lump Sum		
6	Cofferdam and Stream Diversion	1	Lump Sum		
7	Selective Demolition	1	Lump Sum		
8	Dam and Nichols Valve Vault Unclassified Excavation	2800	CY		
9	CRWTP Valve Vault Unclassified Excavation, Includes Shoring	2000	CY		
10	VSA Building Unclassified Excavation	350	CY		
11	Dam and Nichols Valve Vault Rock Excavation	202	CY		
12	Foundation Preparation	2433	SY		
13	Dam Shell	1414	CY		
14	Remove and Replace Rock Armament	1200	CY		
15	Drain Gravel	128	CY		

16	Filter Sand	657	CY		
17	Backfill Concrete	277	CY		
18	HDPE Slip Line and Grout	1	Lump Sum		
19	Outlet Conduit	1	Lump Sum		
20	HDPE Toe Drain Pipe	134	LF		
21	Inclined Intake Structure	1	Lump Sum		
22	Raw Waterline	1	Lump Sum		
23	Nichols Valve Vault	1	Lump Sum		
24	Nichols Valve Vault – Power Distribution and Telemetry	1	Lump Sum		
25	CRWTP Valve Vault	1	Lump Sum		
26	CRWTP Raw Water Pipeline	1	Lump Sum		
27	CRWTP Valve Vault – Power Distribution and Telemetry	1	Lump Sum		
28	VSA Building	1	Lump Sum		
29	Site Reclamation	1	Lump Sum		
30	SCADA System Coordination	1	Ea		
31	Dam Monitoring Instrumentation	1	Lump Sum		
32	Dam Monitoring Coordination	1	Ea		
Base Bid					\$
New Mexico Gross Receipts Tax @ 8.3125%					\$
Total Cost					\$

NICHOLS DAM OUTLET WORKS REHABILITATION PROJECT

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

_____ (\$ _____)

(use words)

1. The Bidder agrees that:
 - A. All the work to be performed shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed by the end of the written contract term.

Construction shall be completed five hundred and eighty-seven (587) calendar days following the notice to proceed. It is anticipated multiple notices to proceed will be issued such as for Procurement, Dam Safety and Non-Dam Safety aspects of the project. The contractor must demonstrate the Dam Safety portion of the project will be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without interfering with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the project. The work on Nichols Dam shall be scheduled to begin in the Spring of 2023 and be substantially completed in the Fall of 2024 such that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.
 - B. Upon execution of the contract, that if the Contractor neglects, refuses, or otherwise fails to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
 - C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the work called for.
 - D. The City reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.
2. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal with the bid is a condition of a responsible and responsive bid:
 - A. Bid Bond
 - B. Agent's Affidavit
 - C. Subcontractor Listing Form
 - D. Non-Collusion Affidavit of Prime Bidder
 - E. Certificate of Non-Segregated Facilities
 - F. Certificate of Bidder Regarding Equal Employment Opportunity
 - G. Certificate of current registration with the NMDWS
 - H. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID

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

3. The following sample forms are attached and their completion and submittal (as required) is a condition of award and/or performance of contract:
- A. Certificate of City of Santa Fe Business Registration (This form must be submitted upon Award of Contract.)
 - B. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
 - C. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
 - D. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
 - E. Weekly Payroll Form (This form must be provided during Construction.)
 - F. Payroll Statement of Compliance (This form must be provided during Construction.)
 - G. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - H. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - I. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
 - J. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

3.0 Signatures:

The individual(s) signing this Bid represents and warrants that he or she has the power and authority to bind the Company, and that no further action, resolution, or approval is necessary to enter into a binding Contract.

If the Bidder is:

- A. An Individual:

By: _____
(Individual's Name)

Business/Company Name:

Business address:

Telephone: _____

Email Address of contact person: _____

(SEAL)

B. A Partnership:

By: _____
(Firm Name)

(General Partner)

Business Address:

Telephone: _____

Email address of contact person: _____

(SEAL)

C. A Corporation:

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of person authorized to sign)

(Title)

If a New Mexico Corporation:

Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest: _____
(Secretary)

Business address: _____

Telephone: _____

Email address of contact person: _____

D. A Joint Venture:

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

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

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Santa Fe Business Registration No.: _____

New Mexico DWS Registration No.: _____

G. SUPPLEMENT TO BID FORMS

Bid Bond Form

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this _____ day of _____

(Contractor as Principal) *(Seal)*
(Witness) _____
(Title)

(Surety) *(Seal)*
(Witness) _____
(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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100107010-0

Bid Security Form

THIS FORM MUST BE ATTACHED TO BOND

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

Approved:

_____ **DATE:** _____

Owner’s Representative or Governing Authority

Agent's Affidavit

BID SECURITY FORM

(To be filled in by Agent)

STATE OF)
) ss.
COUNTY OF)

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

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

My Commission expires: _____

Agent's Address: _____

Telephone: _____

Non-Collusion Affidavit of Prime Bidder

STATE OF)
) ss.
COUNTY OF)

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

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

By: _____

Title: _____

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

Notary Public

My Commission expires: _____

Certification of Non Segregated Facilities

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

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

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission expires: _____

Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

1. Bidder has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

_____ Yes _____ No

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

Name and Title of Signer (please type)

Signature

Date

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act §13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

NMDWS Wage Decision, Public Works Project Requirements & Minimum Wage Rates Schedule(s)

WAGE RATES

This project will be subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, §13-14-11, NMSA 1978; unless a project will be put under Work Order for a value of \$59,999.99 or less. The Wage Rates will follow the current H Heavy Engineering schedule.

The Wage Rate Decision ID, SF-23-0606-H, has been issued for this project.

A copy of the **Nichols Dam Outlet Works Rehabilitation** decision is attached on the next page.

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

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



TYPE “H” – HEAVY ENGINEERING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	35.56	12.26	0.60
Asbestos workers/Heat & Frost Insulators: Los Alamos County	37.99	12.26	0.60
Boilermaker/blacksmith	35.88	32.28	0.60
Boilermaker/blacksmith: San Juan County	36.83	31.88	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	0.60
Carpenter/Lather	27.73	12.14	0.60
Carpenter: Los Alamos County	33.18	13.58	0.60
Millwright/pile driver	37.10	28.30	0.60
Cement Mason	22.30	7.41	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	26.15	11.78	0.60
Equipment Operator	37.54	16.13	0.60
Lineman or technician	47.29	18.82	0.60
Cable Splicer	51.93	19.98	0.60

Electricians-Inside Classifications: Zone 1			
Wireman/low voltage technician	36.75	12.40	0.60
Cable Splicer	40.43	12.51	0.60
Electricians-Inside Classifications: Zone 2			
Wireman/low voltage technician	40.06	12.50	0.60
Cable Splicer	43.74	12.61	0.60
Electricians-Inside Classifications: Zone 3			
Wireman/low voltage technician	42.26	12.57	0.60
Cable Splicer	45.94	12.68	0.60
Electricians-Inside Classifications: Zone 4			
Wireman/low voltage technician	46.31	12.69	0.60
Cable Splicer	49.99	12.80	0.60
Electricians – Inside Classifications: Dona Ana, Hidalgo, Luna and Otero Counties			
Wireman/low voltage technician	32.07	9.81	0.60
Cable Splicer	32.07	9.81	0.60
Electricians-Inside Classifications: Los Alamos			
Wireman/low voltage technician	42.26	14.68	0.60
Cable Splicer	45.94	14.98	0.60
Glazier			
Glazier/Fabricator	21.25	6.70	0.60
Delivery Driver	12.00	6.70	0.60
Ironworker	28.05	18.30	0.60
Painter- Industrial	22.25	10.77	0.60
Paperhanger	19.75	10.77	0.60
Drywall Finisher/Taper - Industrial			
Ames tool Operator	27.67	8.40	0.60
Hand finisher/machine texture	26.67	8.40	0.60
Plumber/Pipefitter	38.63	14.55	0.60
Rofer	26.94	9.36	0.60
Sheet metal Worker	35.44	19.00	0.60
Operators			
Group I	23.34	6.74	0.60
Group II	23.55	6.74	0.60

Group III	23.78	6.74	0.60
Group IV	23.93	6.74	0.60
Group V	24.04	6.74	0.60
Group VI	24.26	6.74	0.60
Group VII	24.28	6.74	0.60
Group VIII	26.44	6.74	0.60
Group IX	32.87	6.74	0.60
Group X	36.54	6.74	0.60
Laborers			
Group I-Unskilled	18.34	7.11	0.60
Group II-Semi-Skilled	19.09	7.11	0.60
Group III-Skilled	20.60	7.11	0.60
Group IV-Specialty	21.00	7.11	0.60
Laborers-Underground			
Group I	20.25	6.93	0.60
Group II	20.62	6.93	0.60
Group III	20.97	6.93	0.60
Soft Floor Layer	21.00	9.20	0.60
Truck Drivers			
Group I	19.00	9.10	0.60
Group II	19.00	9.10	0.60
Group III	19.00	9.10	0.60
Group IV	19.00	9.10	0.60
Group V	19.00	9.10	0.60
Group VI	19.00	9.10	0.60
Group VII	19.00	9.10	0.60
Group VIII	19.00	9.10	0.60
Group IX	25.00	9.10	0.60
Maintenance Sub Group IX			
Rate I	20.90	9.00	0.60
Rate II	21.77	9.00	0.60
Rate III	22.24	9.00	0.60

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

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

City Living Wage Ordinance

CITY OF SANTA FE

Living Wage Ordinance

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2023 PARA TODOS LOS TRABAJADORES QUE LABOREN DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER PAGADO ES DE

\$14.03 POR HORA

La ciudad de Santa Fe establece salario mínimo por hora. Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).

¿Quién está obligado a pagar el salario?

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



CITY OF SANTA FE
santafenm.gov



Más información, incluyendo la ordenanza del salario, está disponible en
www.santafenm.gov/living_wage_information

CONSTRUCTION CONTRACT

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

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 **July 12**, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor will be meet the following Scope of Work Requirements.

- Remove and stockpile downstream embankment rock facing
- Excavate and stockpile a portion of the downstream Nichols Dam embankment
- Demolish an approximately 120-linear foot section of the existing 5-foot diameter concrete conduit
- Install a sand filter, drain gravel, toe drain system and measurement weir structure
- Reconstruct the dam embankment
- Replace dam embankment rock facing
- Remove the piping, valves and exhaust system from the inside of the inclined intake
- Concrete core 2 openings in the inclined intake, install 2 long flange spools and grout in place
- Demolish existing Stop Log and Bulkhead Structure at the base of the inclined intake
- Abandon 2 existing openings in the inclined intake
- Install 1-24-in on the inside of the inclined intake and 2-30-in hydraulically controlled knife gates on the outside of the inclined intake
- Reline the existing 5-foot inside diameter outlet conduit with a 28-inch outside diameter Standard Dimension Ratio (SDR) 15.5 high density polyethylene (HDPE) pipe and grout in place
- Construct a new section of concrete encased 28-inch SDR 15.5 HDPE pipe from the relined portion downstream to the new valve vault
- Construct a concrete bulkhead at the base of the inclined intake
- Construct a concrete cast-in-place valve vault near the toe of the dam
- Install piping, valves with measuring devises and energy dissipation downstream from the relined conduit for Living River Flows, acequias flow requirements and emergency releases
- Connect the 28-in HDPE pipe to the existing 24-in Ductile Iron Pipe (DIP) in the access road
- Construct a concrete cast-in-place vault at the (CRWTP)

- At the CRWTP, connect a new 24-in DIP to the existing 24-in DIP in the access road near the fence line to the vault
- Install plug valve, measuring device and bypass valving in the vault
- Connect the vault to the CRWTP with a 24-in DIP
- Provide a VSA pre-cast concrete building near the downstream crest of the dam
- Install Vacuum Swing Adsorption (VSA) equipment in the VSA pre-cast building
- Design, furnish and install hydraulic power unit (HPU) to operate the 24-in and 30-in knife gates in the VSA pre-cast vault
- Procure and install intake screens on inclined intake
- Install air compressor and accumulator and piping in VSA building for aeration and air sparge system
- Installation of six open standpipe piezometers
- Subcontract with City of Santa Fe sole source contractor to install reservoir aeration system
- Subcontract with City of Santa Fe sole source contractor system integrator for system integration, programming and supplying panels only firms city allows to do this work
- Install 3 Phase Power from left abutment of the dam to Nichols Valve Vault and VSA Building

NOTE: Contractors are responsible accepting all work described in Construction Drawings and Specifications in Volumes 1, 2 and 3, to be provided.

B. SPECIAL PROVISIONS

- **SCOPE:** The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Construction Drawings and as specified in the Contract Documents and Technical Specifications.
- **SCHEDULE:** The Contractor shall schedule his work in such a manner as to allow the CRWTP to operate. A phased notice to proceed has been presented in the Procurement Term involving a phased construction plan and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.
- **LOCATION:** All of the proposed improvements are located at the Nichols Dam and CRWTP. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe or on land owned by the City. Portions of Upper Canyon Road are outside City limits and pass through private or Forest Service property, but access to the site will not be impacted.
- **REMOVAL AND DISPOSAL OF SURPLUS MATERIALS:**
 1. Surplus earth and organic matter shall be disposed of as indicated in the Drawings and Specifications or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.
 2. Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.
 3. No separate payment will be made for the work required by this section of the Drawings and Specifications. All costs in connection thereof shall be considered as included in other items of work

for which bids are entered. All millings and other salvageable materials are the property of the City of Santa Fe and shall not be removed from City property without permission of the City Water Division.

- **ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS**

Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when outside the immediate limits of construction. Heavy equipment shall not be permitted on the bridge over the Santa Fe River at East Alameda and Upper Canyon Road/Camino Cabra.

1. Contractor must coordinate activities with City of Santa Fe, the U.S. Forest Service (USFS), Contractor conducting work at the CRWTP, and possibly, Public Utilities of New Mexico (PNM) if their work within the access road is not completed prior to Notice to Proceed is issued.
2. Contractor shall notify the USFS of use of access route schedule. Contractor is made aware that USFS can issue fire restrictions and the project could be temporarily halted due to fire restriction and the schedule extended.

Contractor communication and coordination with Consultant conducting work at the CRWTP and PNM must include equipment and material staging/stockpiling, scheduling of work and use of access routes. No additional compensation will be provided for delays or other impacts resulting from the work by others. More information related to CRWTP and PNM work will be provided to the awardee.

3. Contractor is made aware that walking classroom groups from the National Audubon Society will be present on Upper Canyon Road typically up to approximately two (2) days per year and contractor's schedule of operations shall avoid any use of the road during these periods.
4. No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

The Contractor shall perform all the work required by the Contract Documents for ***Nichols Dam Outlet Works Rehabilitation Project*** – CIP# 33721 (Bid Number 23/40/B).

Construction shall be completed five hundred and eighty-seven (587) calendar days following the notice to proceed. It is anticipated multiple notices to proceed will be issued such as for Procurement, Dam Safety and Non-Dam Safety aspects of the project. The contractor must demonstrate the Dam Safety portion of the project must be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without interfering with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the project. The work on Nichols Dam shall be scheduled to begin in the Spring of 2023 and be substantially completed in the Winter of 2024 such that the dam is fully operational for the spring snow-melt runoff season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

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

Project: Nichols Dam Outlet Works Rehabilitation
City Department: Public Utilities Department, Water Division
City: SANTA FE
Contractor: NAME OF CONTRACTOR
Engineer: TBD

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of **Amount** dollars (**\$Amount**) per hour (**OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.**), such compensation not to exceed (**AMOUNT**), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	\$ TBD
Gross Receipts Tax (8.3125%)	\$ TBD

Base Bid (OR BID ALTERNATE A) plus NMGRT \$ TBD

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

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

Insurance coverage shall include employers liability, independent contractual liability, explosion and collapse hazard, underground hazard, personal injury), excess liability (umbrella form), and all-risk builder's risk.

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, §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: Jonna Leigh Stack
City of Santa Fe
Public Utilities Department, Water Division
801 W. San Mateo Rd.
Santa Fe, NM 87505

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 §13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including §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 (§13-1-28 through §13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to §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 MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#

H. Contract Supplements

Performance Bond – AIA A312

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.

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1

Payment Bond – AIA A312

AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.

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1

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (M/M/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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AFFIDAVIT OF WAGES PAID

To Be Completed After Construction Is Complete

**ALL FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY**

General Contractor Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Completion Date:	State Wage Decision Number:	
Project Title:	Project Physical Address:	
Print Name:	General Contractor Signature:	
Sub Contractor Information		Date you completed work on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
2nd, 3rd, etc. Tier Sub Contractor Information		Date you completed work on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

(Revised 08/23/13)

INSTRUCTIONS FOR COMPLETING AFFIDAVIT OF WAGES PAID

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE 13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter completion date of project.
6. All Affidavits' must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor completion date.

NOTE: A separate signed form is needed for each contractor.

2ND, 3RD, etc TIER SUB CONTRACTOR

1. Enter sub contractor information, subcontractor signature is not needed.
2. Enter 2nd tier sub contractor information and provide signature.
3. Enter 2nd tier contract completion date.

(Revised 8/23/13)

**STATEMENT OF INTENT TO PAY PREVAILING WAGES
To Be Completed Before Construction Starts
All Fields Are Required**

FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD

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

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

Contractor's Signature

Date

(Revised 11/21/2017)

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub-contractor information as indicated and provide signature.
3. Enter sub-contractor contract amount.

NOTE: A separate signed form is needed for each contractor.

2ND TIER SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub-contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

3RD TIER AND HIGHER CONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier

Payroll Statement of Compliance

Wage Decision No.: _____

I, _____, _____ do hereby state:

(Name of Signatory Party) (Title)

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

(Contractor or Subcontractor)

on the _____

(Name of Project)

that during the payroll period commencing on the ____ day of _____, 20__ and ending the ____ day of _____, 20__, all persons employed on said project have been paid the full weekly

wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any (Contractor or Subcontractor)

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.

(3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept.

of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

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

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

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

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

FRINGE BENEFITS :

Pension

Health/Welfare

Holiday/Vacation

Life Insurance

*Training (not Apprenticeship) **

FRINGE BREAKDOWN SAMPLE:

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

__ (b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/ or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

__ (c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

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

APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank)

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

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

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

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

Revised April/2006

Notice of Award



City of Santa Fe Official notice of Award

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

CIP Project # 33721 Nichols Dam Outlet Works Rehabilitation

Dear Mr./Mrs./Ms. Contract Signatory,

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

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

The "Contract" sum is determined as follows:

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

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

The required Bonds including:

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

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

NOA: CIP Project # 33721

Contractor Name,

Nichols Dam Outlet Works Rehabilitation

Month Day, Year

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A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work.

A list signed by all Subcontractors proposed for the principal portions of the work. (See NMDWS requirements.)

Completed NMDWS Statement of Intent to Pay Prevailing Wages form(s) (within 10 days after receiving the NMDWS NOA).

Comprehensive Project Schedule based on the TBD calendar day Substantial Completion deadline. This Schedule will subject to review and modification by the City dependent upon the contract administrative approvals and recording timeline and the Purchase Order approval timeline after City Council approval.

A list and justifications for any items that cannot be provided within the "Contract" time. If accepted by the City, these items will not be required to achieve substantial completion, but must be completed within an extended deadline established by the Contractor at this time.

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

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

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

Jonna Leigh Stack
City of Santa Fe, Public Utilities Department
(505) 955-4206
jlstack@santafenm.gov

cc: Public Utilities Department Director, John Dupuis
Water Division Director, Jessee Roach
Chief Procurement Officer, Travis Dutton-Leyda

Notice to Proceed



City of Santa Fe
OFFICIAL NOTICE-TO-PROCEED

Month Day, Year

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

CIP Project # 33721
Nichols Dam Outlet Works Rehabilitation

Dear Mr./Mrs./Ms. Name of Contract Signatory,

On ??/??/2023 the City Council approved the scope of services authorized under the Agreement Between City and **Contractor** for the above referenced project. This letter shall serve as official Notice-to-Proceed with the scope of services described in the contract. The contract sum of **TBD** dollars and **TBD** cents (**\$TBD**) inclusive of New Mexico Gross Receipts Tax is based on the Contractor's Bid dated ??/??/2023. A purchase order in that amount is attached along with the recorded contract.

Based on the date of issuance of this Notice, the services start date of ??/??/2023, and the (**TBD**) calendar day time limit, the entire work under this Contract shall be Substantially Completed by ??/??/2023, after which timeliquidated damages as outlined in the contract will apply, unless time extensions are approved by change order.

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

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

Sincerely,

Project Administrator

Facilities Division Director

NTP: CIP Project # 33721

Contractor Name

Nichols Dam Outlet Works Rehabilitation

Month, Day, Year

Page 2

Attachments: **Recorded ABOC, Purchase**

Order Receipt Acknowledged:

By:

Date

SAMPLE

xc: Public Utilities Department Director, John Dupuis
Water Division Director, Jessee Roach
Chief Procurement Officer, Travis Dutton-Leyda