BIDDING REQUIREMENTS, SPECIFICATIONS and CONTRACT DOCUMENTS to

2013 Annual Municipal Utilities Improvements



PROJECT NO. 13-01 CONTRACT CONTROL NO. 13-98680

CITY OF FARMINGTON NEW MEXICO

TOMMY ROBERTS, MAYOR

CITY COUNCIL MEMBERS: Dan Darnell (District 1)

Mary M. Fischer (District 2) Gayla McCulloch (District 3) Jason Sandel (District 4)

CITY MANAGER: Robert Mayes

CITY CLERK: Dianne Fuhrman

CITY ATTORNEY: Jay B. Burnham

ADMINISTRATIVE SERVICES DIRECTOR: H. Andrew Mason, CPFO

PUBLIC WORKS DIRECTOR: Jeff Smaka, P.E.

CITY ENGINEER: Nica J. Westerling, P.E.

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BIDDING FORMS & REQUIREMENTS

TAB I

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BIDDING FORMS

ACKNOWLEDGMENT OF RECEIPT FORM	
INVITATION TO BID	FORM AF-1(a)
CONTRACTOR'S CHECKLIST	FORM AF-1(b)
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BID PROPOSAL	FORM AF-3
BIDDER'S ESTIMATE OF TAXES	FORM AF-4
CONTRACTOR'S LIST OF SUBCONTRACTORS	FORM AF-5
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2013 Annual Municipal Utilities Improvements PROJECT #13-01 BID #13-98680 July 17, 2013 2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the distribution packet #13-98680, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Contractor Safety Certification, Form AF-26, reference Form AF-1 (b), Contractor's Checklist, for a detailed list of documents.

The acknowledgment of the receipt form should be signed and returned to the Buyer after Bidder has obtained, from the Central Purchasing office, or downloaded, from the City's website, the documents referenced above. Only potential Bidders who elect to return this form will be added to the Plan Holder's list and receive copies of all future communications, relating to, and including amendments to #13-98680, if issued.

FIRM:	
PRIME CONTRACTOR:	
REPRESENTED BY:	
TITLE:	PHONE NO.:
EMAIL:	
ADDRESS:	
	E: ZIP CODE:
SIGNATURE:	DATE:
This name and address will be used for all correspond	ondence related to document #13-98680
Firm does/does not (circle one) intend to respond t	to 2013 Annual Municipal Utilities Improvements, #13-98680
If firm does not intend to reply responding.	v, please give a brief reason for not
Return To:	
	salyn Potter Buyer II
	f Campia atau

City of Farmington Central Purchasing 800 Municipal Drive Farmington, NM 87401 rpotter@fmtn.org

Telephone Number: 505-599-1365
Fax Number: 505-599-1377
Faxed copies of this form will be accepted.
Faxed Bid responses will not be accepted.

INVITATION TO BID CONSTRUCTION CONTRACT

PROJECT TITLE: 2013 Annual Municipal Utilities Improvements

PROJECT NO.: 13-01

CONTRACT CONTROL NO.: 13-98680

PROJECT DESCRIPTION: The work to be performed under this contract shall consist of furnishing all labor, equipment, and materials necessary to perform various construction, alterations, repairs and replacement of municipal potable water lines and appurtenances, municipal sanitary sewer lines and appurtenances, construction of storm sewer lines and other incidental work.

Sealed bid opening

CITY OF FARMINGTON CENTRAL PURCHASING DEPARTMENT.

805 MUNICIPAL DRIVE, FARMINGTON, NM 87401

DATE: July 17, 2013 2:00 P.M.

PURCHASING OFFICER:

Isl Edward Smylie

Edward Smylie, CPPO

If you have any questions regarding this Invitation to Bid please contact:

CONTRACTS ADMINISTRATOR: 15/ Rosalyn Potter

Rosalyn Potter

Telephone Number: (505) 599-1365

DOCUMENT ASSISTANCE: Contact for assistance during bidding phase: Drawings

& specifications: Rosalyn Potter

Telephone Number: (505) 599-1365

For assistance during construction phase:

Manuel Tso Telephone Number: (505) 599-1315

PRE-BID CONFERENCE DATE: July 9, 2013 TIME: 10:30 A.M.

PLACE: Executive Conference Room, 800 Municipal Drive, Farmington, NM

<u>IMPORTANT</u> - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE CONTRACT CONTROL NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

Sealed bids will be received until the above specified date and local time, then publicly opened at the City of Farmington Central Purchasing Department and read aloud.

This bid is subject to the Purchase Order "Terms and Conditions", Bidding Requirements, Conditions of the Contract, Special Conditions, and Technical Specifications.

	BIDDER MUST COMPLETE	THE FOLLOWING
OMPANY NAME/MAILING ADDRESS/CITY/	/STATE/ZIP CODE	
ONTACT PERSON		TELEPHONE NUMBER
o be a valid bid, Bidder must Sign Here	Title	Email Address
a corporation, state of incorporation:		
id opening to be eligible for in-state preference tesident Veterans Preference will be applied eterans Preference Certification form included has received certification from the State Bidder must in ertification approval is required at the time of the important Discount (Discount Included Discount I	ce. ed only to those bidders who have uded in this bid: e of New Mexico for Resident Vete notude their State of New Mexico or the bid opening to be eligible for rescount will not be considered in cornington Purchasing Agent and/or eligible.	mputing the low bid.) F.O.B. Point Must be Destination, nclosed Contract Documents.
		_TAX I.D. NO
		KS REGISTRATION NO

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM/ADDENDA:					
Addendum No Dated	Addendum No Dated				
Addendum No Dated	Addendum No Dated				
CITY OF FARMINGTON FORM AF-10	a)				

The undersigned bidder, having familiarized himself with the conditions affecting the performance of the work and with the Contract Documents, including the Advertisement for Bids, Instruction to Bidders, Bid Proposal, Bid Bond, Agreement, Performance Bond, Labor, Material, and Tax Payment Bond, Notice of Award, Notice to Proceed, Conditions of Contract, Special Conditions, Drawings, Specifications and all Addenda thereto, as prepared by the City of Farmington, all of which are made a part hereof, hereby proposes, in accordance with said Contract Documents, to furnish all plans, equipment, labor, materials and supervision to perform the work summarized hereafter on each Bid Schedule upon which a proposal amount is inserted.

The total bid for each Bid Schedule includes all work necessary to complete that portion of the project described in each Bid Schedule, and the total of all Bid Schedules represents the entire scope of work covered by the Contract Documents. If a particular item of work is not specifically separated as a bid item, the cost therefore shall be included in the bid item most nearly related.

The total bid for each Bid Schedule is based on the quantities shown in this Bid Proposal and on the dimensions shown on the plans where specific quantities are not itemized. When Bid Schedules are based upon unit prices, the Contract Amount will be adjusted by change order at the corresponding unit prices according to the actual quantities and measurement of the finished construction as determined by the Field Engineer upon completion of construction.

Supplemental unit prices may, when included in this Bid Proposal, be used as a basis to adjust the Contract Amount by change order should it become necessary, in the opinion of the Owner or Engineer, to add or deduct work not otherwise subject to adjustment by stipulated unit prices.

If awarded a contract, the undersigned Bidder agrees to complete the work for final acceptance within the following number of calendar days after issuance of the Notice to Proceed.

365

Bidder further agrees to pay as liquidated damages, the following sums for each consecutive calendar day thereafter that the work remains uncompleted:

Minimum \$50 - Maximum \$300

Attached hereto is the required proposal guarantee described as follows:

The proposal guarantee shall be 5% of the total amount bid.

The Engineers Estimate is \$2,500,000

Subcontractor's listing threshold \$12,500

The bidder certifies that this bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm, or corporation, and that this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other Bidder or competitor.

The entire Invitation to Bid includes the following. Please verify that all the documents listed below are included in your Bid Packet. If your bid contains less, please advise immediately the City of Farmington, Central Purchasing Department, Attention Contracts Administrator, 800 Municipal Drive, Farmington, New Mexico, 87401, (505) 599-1365. Bidders will be responsible to complete and return the Acknowledgment of Receipt Form when downloading the documents or receive the CD in order to be added to the Plan Holders List and to receive any future communications regarding this Bid.

CONTRACTOR'S CHECKLIST

TAB I: BIDDING FORMS & BIDDING REQUIREN	<u>IENTS</u>					
ACKNOWLEDGMENT OF RECEIPT FORM						
INVITATION TO BID - CONSTRUCTION CONTR	ACT	FORM AF-1(a)			_	
CONTRACTOR'S CHECKLIST		FORM AF-1(b)			_	
ADVERTISEMENT FOR BIDS		FORM AF-2				
BID PROPOSAL		FORM AF-3			_	
BIDDER'S ESTIMATE OF TAXES		FORM AF-4				
CONTRACTOR'S LIST OF SUBCONTRACTORS		FORM AF-5				
BID BOND		FORM AF-6				
BIDDER'S QUALIFICATIONS		FORM AF-8			<u>_</u>	
STATE OF NEW MEXICO MINIMUM WAGE RAT	ES				<u>_</u>	
BIDDING REQUIREMENTS		BR-1 thru BR-5			<u>_</u>	
TAB II: SPECIAL CONDITIONS		SC-1 thru SC-8			<u>_</u>	
TAB III: TECHNICAL SPECIFICATIONS		TS-1				
TAB IV: CONDITIONS OF CONTRACT		CC-1 thru CC-2	2		_	
TAB V: CONTRACT FORMS						
NOTICE OF AWARD		FORM AF-9			<u>_</u>	
AGREEMENT		FORM AF-10			<u>_</u>	
PERFORMANCE BOND		FORM AF-11			<u>_</u>	
LABOR, MATERIAL AND TAX PAYMENT BOND		FORM AF-12			<u>_</u>	
CERTIFICATE OF INSURANCE		ACORD 25			<u>_</u>	
NOTICE TO PROCEED		FORM AF-14			<u>_</u>	
CHANGE ORDER		FORM AF-15			=	
CERTIFICATE OF SUBSTANTIAL COMPLETION		FORM AF-16			<u>_</u>	
RESIDENT CONTRACTOR/VETERANS PREFER	RENCE	FORM AF-17			=	
RELEASE AND WAIVER OF LIENS		FORM AF-18			_	
SUBCONTRACTOR'S RELEASE AND						
WAIVER OF LIENS		FORM AF-19			_	
CONTRACTOR'S STATEMENT CONCERNING O	CLAIMS	FORM AF-20			=	
WAIVER FOR PARTIAL PAYMENTS		FORM AF-21			<u>_</u>	
DRUG-FREE WORKPLACE CERTIFICATION		FORM AF-25			<u>_</u>	
CONTRACTOR SAFETY CERTIFICATION		FORM AF-26			<u>_</u>	
DRAWINGS – REFERENCE WEB SITE OR CD						
BID RESPONSES MUST INCLUDE THE FORM	IS LIST	ED BELOW PRO	OPERI Y	COMPLETED.	AND EXECUTE	:D
FAILURE TO RETURN THESE DOCUMENTS I						
TAILURE TO RETURN THESE DOCUMENTS I	VIA I DL	CAUSETOR		ACTOR'S	CITY'S)INOIVE
			CHECKL		CHECKLIST	
INVITATION TO BID CONSTRUCTION			CHLCKL	_101	CHLCKLIST	
CONTRACT	FORM A	ΔF-1(a)				
Contractor's License & Classifications	I OKW	Al -1(a)				
CONTRACTOR'S CHECKLIST	FORM	ΔΕ-1/b)	-			
BID PROPOSAL	FORM					
BIDDER'S ESTIMATE OF TAXES	FORM A					
CONTRACTOR'S LIST OF SUBCONTRACTORS						
CONTINACTOR 3 LIST OF SUBCONTRACTORS		r\i -J				

FORM AF-6

FORM AF-8

FORM AF-25

FORM AF-26

BID BOND & POWER OF ATTORNEY

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR SAFETY CERTIFICATION

BIDDER'S QUALIFICATIONS

CITY OF FARMINGTON, NEW MEXICO NOTICE TO CONTRACTORS

2013 Annual Municipal Utilities Improvements, Project Number 13-01 Contract Control Number 13-98680 July 17, 2013, @ 2:00 P.M.

A plan holders list, drawings, specifications and other contract documents may be retrieved by accessing the Purchasing page of the City of Farmington website, www.fmtn.org, by calling (505) 599-1373 or visiting the Central Purchasing Office at 805 Municipal Drive, Farmington, New Mexico.

A pre-bid conference will be held at the Executive Conference Room, 800 Municipal Drive, Farmington, NM, at 10:30 AM on July 9, 2013.

The above document has been issued by the City of Farmington for a competitive solicitation. Interested parties may obtain documents as described above.

June 23, 2013
Publication date



ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	4" PVC SEWER SDR-35*	LF	100		-
2	4" PVC SCHEDULE 40*	LF	50		
3	6" PVC SEWER SDR-35*	LF	50		
4	6" C900 SDR 18 SEWER PIPE (PURPLE PIPE)*	LF	20		
	8" PVC SEWER SDR-35*	LF	1500		
	8" PVC C900 SDR 18 SEWER (PURPLE PIPE)*	LF	40		
7	10" PVC SEWER SDR-35*	LF	20		
8	10" PVC C900 SDR 18 SEWER (PURPLE PIPE)*	LF	100		
9	12" PVC SEWER SDR-35*	LF	1500		
10	12" PVC C900 SDR 18 SEWER (PURPLE PIPE)*	LF	250		
11	15" PVC SEWER SDR-35*	LF	20		
12	18" PVC SEWER SDR-35*	LF	500		
	21" PVC SEWER SDR-35*	LF	500		
——	24" PVC SEWER SDR-35*	LF	20		
	36" SEWER PIPE *	LF	20		
16	TRANSPORT & INSTALL CITY FURNISHED 8" PVC SEWER*	LF	250		
	8" PVC SEWER SDR-35 (MATERIAL ONLY)	LF	500		
18	TRENCH & BACKFILL 0'- 6' DEEP	LF	2500		
19	TRENCH & BACKFILL 6'-8' DEEP	1			
20	TRENCH & BACKFILL 6-8 DEEP TRENCH & BACKFILL 8-10' DEEP	LF LF	1000		
		1	750		
21	TRENCH & BACKFILL 10'-12' DEEP	LF	100		
22	TRENCH & BACKFILL 12'-14' DEEP	LF	100		
23	TRENCH & BACKFILL 14'-16' DEEP	LF ·-	100		
24	TRENCH & BACKFILL 16'-18' DEEP	LF . –	50		
25	TRENCH & BACKFILL 18'- 20' DEEP	LF	50		
26	TRENCH & BACKFILL OVER 20' DEEP	LF	50		
	4" PVC SEWER SERVICE, 0'- 25' PVC	EA	40		
	4" SEWER SERVICE TAPPING SADDLE	EA	40		
	SEWER SERVICE CLEANOUT 3" OR 4" CIP/PVC SINGLE	EA	5		
30	SEWER SERVICE CLEANOUT 3" OR 4" CIP/PVC DOUBLE	EA	5		
	SEWER SERVICE REPAIRS SLIPPED TAPS 0'- 6'	EA	15		
	SEWER SERVICE RPRS SLIPPED TAPS 6'- 8'	EA	10		
33	SEWER SERVICE RPRS SLIPPED TAPS 8'-10'	EA	1		
34	SEWER SERVICE RPRS SLIPPED TAPS 10'-12'	EA	1		
	SEWER SERVICE RPRS SLIPPED TAPS OVER 12' DEEP	EA	1		
36	SEWER MAINLINE REPAIR LENGTH UP TO 20LF - DEPTH 0'- 6'	EA	10		
37	SEWER MAINLINE REPAIR LENGTH UP TO 20LF - DEPTH 6.1'- 8'	EA	10		
38	SEWER MAINLINE REPAIR LENGTH UP TO 20LF - DEPTH 8.1'- 10'	EA	5		
39	SEWER MAINLINE REPAIR LENGTH UP TO 20LF - DEPTH 10.1'- 12'	EA	5		
40	SEWER MAINLINE REPAIR LENGTH UP TO 20LF - DEPTH OVER 12.1'	EA	5		
41	1 1/4" HDPE - SDR-7*	LF	100		
42	2" HDPE - SDR-7*	LF	500		
43	3" HDPE - SDR-7*	LF	500		
44	4" HDPE - SDR-7*	LF	500		
45	6" HDPE - SDR-7*	LF	100		
46	8" HDPE - SDR-11*	LF	250		
47	FITTINGS FOR HDPE - SIZE 1 1/4" THRU 3" - ALL TYPES	EA	5		
48	VALVE FOR HDPE - SIZE 1 1/4" THRU 3" - ALL TYPES	EA	5		
49	FITTINGS FOR HDPE - SIZE 4" - ALL TYPES	EA	5		
50	VALVE FOR HDPE - SIZE 4" - ALL TYPES	EA	5		
51	FITTINGS FOR HDPE - SIZE 6" - ALL TYPES	EA	5		
	VALVE FOR HDPE - SIZE 6" - ALL TYPES	EA	5		
——	FITTINGS FOR HDPE - SIZE 8" - ALL TYPES	EA	5		
	VALVE FOR HDPE - SIZE 8" - ALL TYPES	EA	5		
——	TYPE-A M.H. 4' DIAMETER 0'- 3'	EA	2		
	TYPE-B M.H. 4' DIAMETER 3'- 6'	EA	5		
57	TYPE-E M.H. 4' DIAMETER 6'- 8'	EA	10		
5,	= = Drawelero o		10		



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58	ADDITIONAL DEPTH PER FOOT, TYPE E M.H.	VF	10	
59	FURNISH & INSTALL RELINER BRAND DROP BOWL COMP IN PLACE NEW OR			
	REHAB - ALL TYPE MANHOLES	EA	3	
60	TYPE-B M.H. 6' DIAMETER 3'- 6'	EA	1	
61	TYPE-E M.H. 6' DIAMETER 6'- 8'	EA	1	
62	ADDITIONAL DEPTH PER FOOT, TYPE E M.H.	VF	5	
63	RESHAPE MANHOLE INVERTS	EA	5	
64	PUMP SEWAGE BETWEEN M.H.	HR	50	
65	REMOVE & REPLACE EXISTING M.H. RING & COVER	EA	1	
66	REPLACE M.H. CONES/FLATTOP W/ RING & COVER 4' DIA .	EA	1	
	REPLACE M.H. CONES/FLATTOPS W/O RING & COVER	 		
67		EA	1	
68	RECONSTRUCT M.HLESS BASE "A" 4' DIA. 0'-3'	EA	1	
69	RECONSTRUCT M.HLESS BASE "A" 6' DIA. 0'-3'	EA	1	
70	RECONSTRUCT M.HLESS BASE "B" 4' DIA. 3'-6'	EA	1	
71	RECONSTRUCT M.HLESS BASE "B" 6' DIA. 3'-6'	EA	1	
72	RECONSTRUCT M.HLESS BASE "E" 4' DIA. 6'-8'	EA	1	
73	RECONSTRUCT M.HLESS BASE "E" 6' DIA. 6'-8'	EA	1	
74	REMOVE OR ABANDON M.H.	EA	5	
75	8" THRU 15" WET OR DRY CONN. NEW SEWER TO EXISTING M.H .	EA	15	
76	18" THRU 24" WET OR DRY CONN. NEW SEWER TO EXISTING M.H.	EA	5	
		+		
77	8"PVC PERFORATED SDR-35*	LF ·-	50	
78	12" RCP*	LF	20	
79	12" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	20	
80	15" RCP*	LF	20	
81	15" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	20	
82	18" RCP*	LF	20	
83	18" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	100	
84	24" RCP*	LF	20	
85	24" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	200	
86	30" RCP*			
		LF	20	
87	30" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	20	
88	36" RCP*	LF	20	
89	36" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	20	
90	48" RCP*	LF	20	
91	48" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	200	
92	54" RCP *	LF	20	
93	60" SMOOTH INTERIOR POLYETHYLENE, ADS N-12*	LF	100	
94	INSTALL CITY FURNISHED PIPE ALL TYPES <40" INSIDE DIA.*	LF	50	
95	INSTALL CITY FURNISHED PIPE ALL TYPES >40" INSIDE DIA.*	LF	50	
		1		
96	CURB INLET-SINGLE OR SINGLE SURF. INLET	EA	3	
97	CURB INLET-DOUBLE OR DBL SURF. INLET	EA	3	
98	FURNISH & INSTALL NEW DROP INLET FRAME & GRATE REMOVE EXISTING FRAME & GRATE	EA	2	
-	REM., SEP. & DISP. PIPE 8" OR SMALLER PIPE, FITTINGS, VALVES, ALL TYPES &	LA		1
99	DEPTHS (EXCLUDES A.C. PIPE)	LF	3000	
100	REM., SEP. & DISP. PIPE 10" OR LARGER PIPE, FITTINGS, VALVES, ALL TYPES &			
100	DEPTHS (EXCLUDES A.C. PIPE)	LF	500	
101	PUMP WATER FROM EXCAVATION	HR	25	
102	SEWER/WATER ENCASEMENT, 4" THRU 18" PIPE	LF	20	
103	SEWER/WATER ENCASEMENT, 20" THRU 36"	LF	10	
104	CONCRETE PIPE COLLAR 16" DIA. OR SMALLER	EA	2	
105	CONCRETE PIPE COLLAR OVER 16" DIA.	EA	2	
106	4" WATER MAIN DR-18	LF	100	
		1		
	6" PVC WATER MAIN DR-18	LF	250	
108	6" DIP WATER MAIN CLASS 350	LF	50	
109	8" PVC WATER MAIN DR-18	LF	1000	
110	8" DIP WATER MAIN CLASS 350	LF	50	
111	10" PVC WATER MAIN DR-18	LF	100	
112	10" DIP WATER MAIN CLASS 350	LF	50	
113	12" PVC WATER MAIN DR-18	LF	3000	
114	12" DIP WATER MAIN CLASS 350	LF	20	
	1.2 2		20	



				1
115	16" DIP WATER MAIN CLASS 300	LF	20	
116	16" PVC WATER MAIN C-905 DR-18	LF	750	
117	18" PVC WATER MAIN C-905 DR-18	LF	500	
118	18" DIP WATER MAIN CLASS 300	LF	20	
119	24" PVC WATER MAIN C-905 DR-18	LF	1000	
120	24" DIP WATER MAIN CLASS 300	LF	100	
121	30" PVC WATER MAIN C-905 DR-18	LF	100	
122	TRANSPORT & INSTALL CITY FURNISHED 6" PVC WATER	LF	200	
123	TRANSPORT & INSTALL CITY FURNISHED 8" PVC WATER	LF	200	
124	TRANSPORT & INSTALL CITY FURNISHED 12" PVC WATER	LF	200	
125	TRANSPORT & INSTALL CITY FURNISHED 24" PVC WATER	LF	200	
	6" PVC WATER DR-18 (MATERIAL ONLY)	LF	500	
	8" PVC WATER DR-18 (MATERIAL ONLY)	LF	500	
	12" PVC WATER DR-18 (MATERIAL ONLY)	LF	500	
	6" WET TAP (SADDLE SIZE)	EA	5	
	8" WET TAP (SADDLE SIZE)	EA	5	
	10" WET TAP (SADDLE SIZE)	EA	5	
	12" WET TAP (SADDLE SIZE)	EA	2	
	16" WET TAP (SADDLE SIZE)	EA	1	
	18" WET TAP (SADDLE SIZE)	EA	1	
	24" WET TAP (SADDLE SIZE)	EA	2	
136	30" WET TAP (SADDLE SIZE)	EA	1	
137	4" GATE VALVE W/ BOX	EA	2	
138	6" GATE VALVE W/ BOX	EA	10	
139	8" GATE VALVE W/ BOX	EA	20	
140	10" GATE VALVE W/ BOX	EA	1	
141	12" GATE VALVE W/ BOX	EA	2	
142	12" BUTTERFLY W/ BOX	EA	5	
143	16" BUTTERFLY W/ BOX	EA	2	
144	18" BUTTERFLY W/BOX	EA	2	
145	24" BUTTERFLY W/ BOX	EA	3	
	30" BUTTERFLY W/ BOX	EA	1	
	REMOVE & REPLACE VALVE BOX W/ COVER	EA	5	
	INSTALL CITY FURNISHED VALVE ALL SIZES & TYPES	EA	1	
	IRON FITTINGS, 12" DIA. & UNDER	LB	10000	
	IRON FITTINGS, 12 DIA. & UP			
		LB	10000	
	4" DRESSER COUPLING	EA	5	
	4" MEGALUG (DUCTILE OR PVC)	EA	15	
	6" MEGALUG (DUCTILE OR PVC)	EA	100	
	8" MEGALUG (DUCTILE OR PVC)	EA	200	
	10" MEGALUG (DUCTILE OR PVC)	EA	10	
	12" MEGALUG (DUCTILE OR PVC)	EA	50	
157	16" MEGALUG (DUCTILE OR PVC)	EA	15	
158	18" MEGALUG (DUCTILE OR PVC)	EA	5	
159	24" MEGALUG (DUCTILE OR PVC)	EA	5	
160	30" MEGALUG (DUCTILE OR PVC)	EA	5	
161	WATER SERVICE CONNECTION 5/8" D-220, INCLUDES TRENCH AND BACKFILL, TAP SADDLE, CORP STOP AND UP TO 25' PIPE, CURB STOP, METER CAN AND COPPER METER YOKE, TRACE WIRE	EA	10	
162	WATER SERVICE CONNECTION 5/8" D-220, INCLUDES TRENCH AND BACKFILL,TAP SADDLE, CORP STOP AND UP TO 25' AQUAPEX "A" PIPE, CURB			
-	STOP AND TRACE WIRE	EA	25	
163	WATER SERVICE CONNECTION 1" D-221, INCLUDES TRENCH AND BACKFILL, TAP SADDLE, CORP STOP AND UP TO 25' PIPE, CURB STOP, METER CAN AND COPPER METER YOKE, TRACE WIRE	EA	10	
	WATER SERVICE CONNECTION 1" D-221, INCLUDES TRENCH AND BACKFILL, TAP			
164	SADDLE, CORP STOP AND UP TO 25' AQUAPEX "A" PIPE, CURB STOP AND TRACE WIRE	EA	25	
	I			I



165	ADD'L LENGTH OF SERVICE PIPE FOR 5/8" & 1" SERVICES	LF	150	
	WATER SERVICE CONNECTION 1 1/2" D-222, INCLUDES TRENCH AND			
166	BACKFILL, TAP SADDLE, CORP STOP AND UP TO 25' PIPE, CURB STOP, METER CAN AND COPPER METER YOKE, TRACE WIRE	EA	2	
	WATER SERVICE CONNECTION 1 1/2" D-222, INCLUDES TRENCH AND	LA		
167	BACKFILL, TAP SADDLE, CORP STOP AND UP TO 25' AQUAPEX "A" PIPE, CURB			
	STOP AND TRACE WIRE	EA	10	
400	WATER SERVICE CONNECTION 2" D-223, INCLUDES TRENCH AND BACKFILL, TAP			
168	SADDLE, CORP STOP AND UP TO 25' PIPE, CURB STOP, METER CAN AND COPPER METER YOKE, TRACE WIRE	EA	2	
	WATER SERVICE CONNECTION 2" D-223, INCLUDES TRENCH AND BACKFILL, TAP			
169	SADDLE, CORP STOP AND UP TO 25' AQUAPEX "A" PIPE, CURB STOP AND TRACE			
	WIRE	EA	5	
170	ADD'L LENGTH OF SERVICE PIPE FOR 1-1/2" & 2" SERVICE	LF	150	
171	1" CORPORATION STOP WITH SADDLE	EA	5	
172	1.5" CORPORATION STOP WITH SADDLE	EA	2	
173	2" CORPORATION STOP WITH SADDLE	EA	2	
174	PHYS. SEPARATE EXISTING WATERLINE TO CUT IN VALVE OR FITTING	EA	10	
175	CONNECT NEW MAIN TO EXISTING WATERLINE STUBOUT	EA	10	
176	RECONNECT EXISTING WATER SERVICE TO NEW MAIN LINE 0-10'	EA	25	
177	REMOVE/DISPOSE/REPLACE METER CAN	EA	20	
178	RECONNECT WATER SERVICE TO EXISTING SERVICE (ALL SIZES & MATL TYPES)	- A	4.5	
		EA	15	
	FIRE HYDRANT (4', 5' OR 6')	EA	10	
	FIRE HYDRANT - 8" BARREL W/ 2 - 4" STEAMER	EA	10	
181	REMOVE & REPLACE EXISTING FIRE HYDRANT	EA	10	
182	AIR RELIEF VALVE ASSEMBLY INC. VAULT PER D-208	EA	1	
183	AIR RELIEF VALVE ASSEMBLY INC. VAULT PER D-209	EA	1	
184	BLOW OFF VALVE ASSEMBLY, INC VALVE , FITTINGS , MEG-A-LUGS, STEEL PIPE, SPLASH PAD, TRENCH AND BACKFILL AND TRACE WIRE PER D-206	EA	1	
185	6" P. R. V. WITH 6" PIPE & APPURTENANCES W/8' MANHOLE **	EA	1	
186	8" P. R. V. WITH 8" PIPE & APPURTENANCES W/ 8' MANHOLE **	EA	1	
187	10" P. R. V. WITH 10" PIPE & APPURTENANCES W/ 8' MANHOLE**	EA	1	
188	12" P. R. V. WITH 12" PIPE & APPURTENANCES W/ 8' MANHOLE**	EA	2	
189	6' X 6' X 8' PRE-CAST BOX HS-20 LOADING ALT. TO 8' MANHOLE**	EA	1	
190	ROCK EXCAVATION, PNEUMATIC EQUIPMENT	CY	100	
191	ROCK EXCAVATION, HYDRAULIC EQUIPMENT	CY	100	
192	LOAD, HAUL & DISPOSE UNSUITABLE MATERIAL 10 MILE FREE HAUL	CY	3000	
193	PIPE BEDDING MATERIAL OR SELECT BACKFILL FOR PIPE TRENCH	TON	2500	
194	TRENCH STABILIZATION 3/4" to 1" AGGREGATE	_		
195	TRENCH DEWATERING	TON	1000 40	
		HR		
196	2' STANDARD CURB & GUTTER; REM., DISP. & RPLCE	LF ·-	500	
197	CURB & GUTTER WITH REBAR	LF	50	
198	4" CONC. SIDEWALK OR SLOPE PAVEMENT REM., DISP. & RPLCE	SY	2000	
199	4" CONC. SIDWALK OR SLOPE PAVEMENT-COLRD & STMPD-REM., DISP. & RPLCE	SY	50	
200	6" DRIVEPAD OR VALLEY GUTTER REM., DISP. & RPLCE	SY	50	
	4" CONCRETE HANDICAP RAMP	SY	50	
202	DETECTABLE WARNING DEVICE	EA	10	
203	SUBGRADE PREP	SY	2000	
204	BASE COURSE - IN PLACE	TON	2500	
205	ADJUST MANHOLE TO GRADE	EA	40	
206	ADJUST VALVE BOX TO GRADE	EA	40	
207	ASPHALT REMOVAL & DISPOSAL, 10 MILE FREE HAUL	SY	2500	
208	PULVERIZE EXISTING PAVEMENT 0" TO 6"	SY	1000	
209	PULVERIZE EXISTING PAVEMENT 6.1" TO 12"	SY	500	
210	ASPHALT SURFACE COURSE RPLMT. 3" NOM.	SY	2000	
211	ADDITIONAL ASPHALT SURFACE COURSE RPLMT. 1" INC.	SY	500	
	HOT MIX TYPE B, PG (58-28) IN PLACE	TON	1500	
	HOT MIX TYPE B, PG (30-20) IN PLACE			
_	POLYMER COLD MIX IN PLACE	TON	100	
		SY	50	
215	REMOVE COLD MIX, REPLACE W/ HOT MIX	SY	50	



1				Г	T
	ASPHALT UNDER 400 TONS WITH LAYDOWN	TON	50		
	ASPHALT UNDER 400 TONS <u>WITHOUT</u> LAYDOWN	TON	50		
218	ASPHALT PLANT NIGHT OPENING 5 P.M. TO 8 A.M.	EA	5		
219	TEST PITS ON NON-ARTERIAL OR COLLECTOR STREETS	CY	50		
220	TEST PITS WITH TRAFFIC CONTROL - ARTERIAL STREETS	CY	25		
221	TEST PITS WITH TRAFFIC CONTROL - COLLECTOR STREETS	CY	25		
222	VACUUM EXTRACTION TEST PITS (0' TO 6') WITH TRAFFIC CONTROL - ARTERIAL S	EA	5		
223	VACUUM EXTRACTION TEST PITS (0' TO 6') WITH TRAFFIC CONTROL - COLLECTOR	EA	5		
224	FURNISH & INSTALL FILTER CLOTH	SY	250		
225	FLOWABLE FILL	CY	20		
226	STRUCTURAL CONCRETE 3 C.Y. OR LESS PER WORK ORDER	CY	15		
227	STRUCTURAL CONCRETE GREATER THAN 3 C.Y. PER WORK ORDER	CY	15		
228	CONCRETE FOR FOOTERS AND FOUNDATION	CY	5		
229	STEEL CASING, BORED & JACKED PER LINEAR FOOT	DIA-IN	1000		
230	LOOSE RIPRAP IN PLACE INCLUDING EXCAVATION	TON	5		
231	WIRE ENCLOSED RIPRAP INCLUDING EXCAVATION	CY	10		
232	GABION BASKET (3' X 3' X 6') (GALV.) FILLED W/ 6" TO 9" (NOM. DIA.) ROCK	EA	10		
233	INSTALL CITY FURNISHED CONDUIT, SINGLE IN TRENCH ALL TYPES & SIZES	LF	100		
234	INSTALL CITY FURNISHED CONDUIT, 4 OR LESS, ALL TYPES & SIZES	LF	150		
235	INSTALL CITY FURNISHED PULL BOXES ALL SIZES & TYPES	EA	5		
236	PROJECT SIGN (4FT BY 4FT)	EA	4		
237	TRAFFIC CONTROL COLLECTOR STREETS	DAY	100		
238	TRAFFIC CONTROL ARTERIAL STREETS (MAJOR & MINOR)	DAY	100		
239	FLAGMAN	HR	40		
240	DOZER RENTAL D-8 OR EQUAL W/ OP. FUEL & OIL	HR	40		
241	LOADER CAT 950 OR EQUAL W/ OP. FUEL & OIL	HR	40		
242	TRACK HOE RENTAL JD690 OR EQUAL W/ OP. FUEL & OIL	HR	40		
243	WELDER AND HELPER WITH EQUIPMENT	HR	40		
244	NIGHT WORK ADD'L COMP. PER NIGHT 8PM TO 6AM	EA	20		
245	MOB FOR JOBS COSTING < \$400, > 1/2 MILE FROM JOB	EA	5		
246	SILT FENCE	LF	50		
247	STRAW BALES	EA	25		
248	STRAW WATTLES (9" DIA.)	LF	500		
249	TESTING ALLOWANCE	LS	1	\$ 20,000.00	\$20,000.00
250	NATIVE GRASS SEEDING	ACRE	5	, 11 11	. ,
251	PORTABLE TOILET	DAY	200		
		TO	TAL OF	BASE BID ITEMS 1-251:	

TOTAL OF ITEMS 1 THROUGH 251 INCLUSIVE IN WORDS:		
THE SUM OF	DOLLARS AND	CENTS.

NOTE: UNLESS OTHERWISE INDICATED, ALL ITEMS INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO PROPERLY FURNISH, INSTALL AND/OR COMPLETE THE WORK.

ASTERISK (*) ITEMS THUS INDICATED DO NOT INCLUDE TRENCHING AND BACKFILL . SEE TECHNICAL SPECIFICATIONS FOR FURTHER INFORMATION

DOUBLE ASTERISK (**) ITEMS REFER TO STD DET. D-204 OF THE 2007 TECHNICAL SPECIFICATIONS. PRESSURE REDUCING VALVE (PRV) SIZES REFER TO CLA-VALVE STANDARD SIZES. PIPE SIZES REFER TO STANDARD PIPE DIAMETERS FOR DUCTILE IRON PIPE. THE AIR RELIEF VALVE AND 4 " PRESSURE RELIEF VALVE SHALL NOT CHANGE REGARDLESS OF PRV AND PIPE SIZES. ITEM NO. 134, 6'X6'X8' CONCRETE BOX, SHALL BE PAID IN ADDITION TO, AND SHALL BE USED IN SUBSTITUTION OF, THE 8 FOOT DIAMETER MANHOLE SPECIFIED IN ITEMS 131,132, 133 IF SPECIFIED BY THE ENGINEER.

BIDDER'S ESTIMATE OF TAXES, FORM AF-4

The City of Farmington issues **Type 9 Non-Taxable Transaction Certificates** (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive an NTTC please contact Accounts Payable at 505-599-1213. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

I, the official signature on the Bid Submittal Form (AF-1a), hereby swear that I am duly authorized to legally bind the prospective contractor to this estimate of taxes certification. Hereby as Bidder, I certify that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the City against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the Bid Proposal Form AF-3. I affirm Bidder will submit payment on the State of New Mexico periodic CRS-1 report for actual taxes due, as estimated below, to the State of New Mexico Taxation and Revenue Department, accurately identifying the appropriate governmental entity to receive credit for taxes paid.

I am fully aware that this certification is made under penalty of perjury under the laws of the State of New Mexico.

New Mexico Gross Receipts Tax	%	\$ Bidder's Initial Below to Certify
Compensating Tax	%	\$ Compliance
Other	%	\$

CONTRACTOR'S LIST OF SUBCONTRACTORS, FORM AF-5

Subcontractor's listing threshold \$12,500

As required in the Bid Documents, Tab I titled "Bidding Requirements," page BR-2, paragraph 8 titled "Subcontractors and Manufacturers." Bidder shall submit the following information pursuant to Section 13-4-31 through 13-4-43 NMSA 1978, with emphasis added for completion of this form.

The shaded areas below are required to be completed at time of bid opening. If not completed, the bid will be considered non-responsive and rejected. Information in the non-shaded areas may be requested from the bidder after the bid opening if not provided.

Category of Work	Subcontractor's Name	City or County of Subcontractor	Amount	Public Works Registration # (if over \$60,000)	Subcontractor's License #

In compliance with Public Works Section 13-4-36 C & D NMSA 1978, Substitution of Subcontractor.

- C. No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.
- D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:
 - (1) the contractor fails to receive a bid from a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that **no bid was received** or;
 - (2) the contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that **only one subcontractor's bid was received**, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

In compliance with Public Works Section 13-4-13.1 NMSA 1978, Public Works Contracts, Registration of Contractors and Subcontractors. Contractors submitting bid pricing more than \$60,000 shall be registered with the New Mexico Department of Workforce Solutions prior to submitting a bid to the City of Farmington. If a Contractor is not registered at the time of Bid opening, their Bid shall be considered non-responsive and will be rejected. Contractor's subcontractors shall also be registered. If a Contractor's Bid includes any subcontractor that is not registered, their Bid may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. Bidders may find additional information on the registration requirements and forms at the following website: http://www.dws.state.nm.us/dws-pubwage.html

In compliance with Public Works Section 13-4-37 A NMSA 1978, it is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

In compliance with Procurement Section 13-1-148.1 NMSA 1978, 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.

BID BOND, FORM AF-6

Project: 2013 Annual Municipal Utilities In	mprovements	Project No.: 13	3-01
		Contract Contro	l No.: 13-98680
KNOW ALL MEN BY THESE PRESENTS	S:		
That we of, a control of	ety, are held ar the said Suret	einafter called the Principal, as Principal organized under the laws of the State of firmly bound unto the City of Farming dollars, for the payment of white y, bind ourselves, our heirs, executors, these presents.	ton, hereinafter
WHEREAS, the Principal has sub	mitted a bid for		
The work to be performed under t materials necessary to perform various c water lines and appurtenances, municipa sewer lines and other incidental work.	onstruction, alte		nicipal potable
NOW, THEREFORE, if the Obligee sha Agreement with the Obligee in accordance specified in the bidding or Contract Docume. Agreement and for the prompt payment of that either the Obligee shall be unable to principal or the failure of the Principal to e pay to the Obligee the difference, not to essuch larger amount for which the Obligee is by said bid, then this obligation shall be resident as a supplied to the Signed AND SEALED this	nents with good of labor and mate accept the bic nter such Agree xceed the amounay in good fait and void, ot	ns of such bid, and give such bond or bot and sufficient surety for the faithful performerial furnished in the prosecution thereof of the Principal as a result of acts or other and give such bond or bonds, if the unt hereof, between the amount specified h contract with another party to perform the herwise to remain in full force and effective.	onds as may be ormance of such f or in the event missions of the e Principal shall d in said bid and ne work covered
WITNESS		 Principal	-
		Ву:	_
		Title:	_
		Street Address	-
		Mailing Address	-
		City, State and Zip Code	-
		Phone Number	_

SURETY	
BY	STREET ADDRESS
	MAILING ADDRESS
WITNESS	CITY/STATE AND ZIP CODE
	PHONE NUMBER
CERTIFICATE OF	SURETY ON BID BOND
	, Surety on the Bid Bond dated the day of
, 2013, wherein	is Principal and the City of Farmington as Obligee
does hereby rectify that Surety is duly authorize Mexico, that as Surety it has complied with all a	ed to transact business as a corporate surety in New applicable laws of the State of New Mexico.
Witness, my hand and seal this	day of, 2013.
Surety	
Ву	
Title	

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

STATEMENT OF BIDDER'S QUALIFICATIONS, FORM AF-8

PART I - This section of the statement of bidder's qualifications <u>must</u> be submitted to the Owner with the Bidder's bid documents. Bidder shall submit answers to questions 1 through 8 and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive and not responsible with respect to this statement of qualification at the sole discretion of the Owner.

All questions must be answered. A response of "Not Applicable (N/A)", or the equivalent, is not acceptable. Answers must be typewritten or printed in ink. The data given must be clear and comprehensive. This statement must be notarized. If necessary, questions are to be answered on separate attached sheets and identify the corresponding question number(s) the answers apply to. The Bidder may submit any additional information he desires.

PART I CERTIFICATION				
The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this statement of Bidder's Qualifications.				
BEING DULY SWORN AND DEPOSED, I HEREBY CERTIFY UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE, TRUE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE.				
Print Name:	Title:			
Signature:	Date://			
Notary Seal				
Notary Public:	My commission expires:			
Name of Bidder				
Permanent main office address				
When organized If a corporation, where incorporate	ted			
If a corporation, can you obtain a certification of Good Standing and Comparison from the State Corporation Commission? Yes No				
How many years have you been engaged in the contracting business und	ler your present firm or trade name:			
Does the submitting bidder now use, or has it in the past <u>five</u> years used, name listed on this questionnaire? Yes No I If Yes, provide the ot	another business name or abbreviation other than the submitting bidden business name(s) or abbreviation(s).	der's		
License				
1. Does your firm hold the appropriate N.M. Contractors License Number for this contract? Yes No Is the license current and in good standing with the State of New Mexico Construction Industries Division (CID)? Yes No I fyes, provide the following information. a. Name of license holder exactly as on file with the State of New Mexico CID:				
b. License classification(s): c. License number:				
c. Issue date:	c. Issue date: d. Expiration date:			
d. List Qualified Party(s):				

2. Is your firm's contractor's license **free** of being, or ever having been, suspended or revoked by the CID or by the appropriate licensing agency in any other state? **Yes** Î **No** Î If No, list the date and reason(s) for the suspension(s) or revocation(s).

STATEMENT OF BIDDER'S QUALIFICATIONS, FORM AF-8

3.	Does you	ur firm hold a current N.M. Dept of Labor Registration Number? Yes No If Yes, provide this number			
	Construction and Past Contracting Experience - Complete or provide information related to the following:				
	4.	List the background and experience of the principal members of your organization, including the officers.			
	5.	Identify your firm's current contracts. (Schedule these, showing the anticipated dates of completion.)			
	6.	Summarize the general character of work performed by your company.			
	7.	List the projects recently completed by your company during the past <u>five</u> years, stating the approximate cost of each, the month and year commenced and the month and year completed.			
	8.	List your experience in construction work similar to this project.			

PART II - Questions 9 through 31 will only be required to be submitted by the apparent low bidder and only upon specific request by the Owner in writing. Questions in this section requiring further explanation shall be answered on a separate attached sheet and the explanation identifying the corresponding question number. Answers to the questions below marked by the Bidder as confidential will be handled as confidential information only to the extent allowed by law.

Claims History

- 9. Has your firm, during the past <u>five</u> years, been a judgment debtor on any garnishment suits filed by any Supplier or Subcontractor? Yes No If yes the following information must be provided: (a) Identify any suits filed for debt or money due that remains outstanding; (b) Name of Supplier or Subcontractor issuing garnishment; (d) Amount of garnishment; (e) Date garnishment filed; (f) Has garnishment been satisfied or remains open.
- 10. Has your firm, during the past <u>five</u> years, been subject to of any tax levy claim(s) filed by any Federal, State, County or local government entity? **Yes** No level If yes the following information must be provided: (a) Agency filing tax levy claim; (b) Date of claim; (c) Summary of Claim; (d) Status of Claim (e) Amount of Levy.
- 11. Has your firm, during the past <u>five</u> years, been formally debarred from performing public works projects in the State of New Mexico *or* any other jurisdiction? Yes No I fyes list the date and reason(s) for the debarment and State issuing the debarment.
- 12. Has your firm, during the past <u>five</u> years, been determined by a court or an administrative agency to have repeatedly or willfully violated laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects in the State of New Mexico or any other jurisdiction? Yes No I lf yes the following information must be provided: (a) Violation of law or regulation; (b) Issuing jurisdiction; (c) Date of action.
- 13. Has your firm, during the past <u>five</u> years, <u>ever failed</u> to complete any work awarded to you? **Yes** No I If yes the following information must be provided: (a) Project Name; (b) Project location; (c) Owner/Corporate name, contact name and phone number.
- 14. Has your firm, during the past <u>five</u> years, <u>ever</u> defaulted on a contract? **Yes** ¹ **No** ¹ If yes the same information required in above question 13 must be provided.
- 15. In the past <u>five</u> years has your firm been assessed liquidated damages on a contract? Yes No I If yes the following information must be provided: (a) Number of days liquidated damages were assessed; (b) Amount of liquidated damages assessed; (c) Project name; (d) Project location; (e) Owner/Corporate name, contact name and phone number.

STATEMENT OF BIDDER'S QUALIFICATIONS, FORM AF-8

Fina	ancial Data:
16.	Credit available: \$
17.	Give bank reference:
18	Provide financial statements for the past <u>three</u> years that have been independently audited or reviewed by a certified public accountant or accounting firm. Is net profit positive for the previous two years? Yes \(\bar{1} \) No \(\bar{1} \) Do the financial statements represent Bidder is financially solvent, able to pay debt and have sufficient working capital to complete the Work? Yes \(\bar{1} \) No \(\bar{1} \) Bidder may be required to furnish other financial information that may be requested by the Owner.
Sur	
19.	Provide the following information on all surety companies utilized during the past <u>five</u> years.
20.	Surety name: Surety telephone number:
21.	Period covered by surety:
22.	Maximum amount of bonding capacity provided by surety: \$
23.	In the past <u>five</u> years has your firm ever defaulted on a contract resulting in take over by a surety for completion? Yes No 1 If yes provide the (a) Project Name; (b) Project location; (c) Owner/Corporate name, contact name and phone number; and (d) the Surety name.
Saf	<u>ety</u>
24.	Is your workers' compensation Experience Modification Rate (EMR) less than 1.0 for each of the past <u>five</u> years?
	Yes No If yes, provide verification from your worker's compensation carrier.
25.	Does your firm have a written safety program compliant with the Owner's contract requirements? Yes \(\bar{I} \) No \(\bar{I} \) If yes, is one copy available upon request in electronic format? Yes \(\bar{I} \) No \(\bar{I} \)
26.	In the past <u>five</u> years has your firm been issued any safety citations against any major equipment performing work on a jobsite? Yes No 1 yes list the date, reason for the citation, and government agency issuing the citation.
27.	Provide your firm's New Mexico Department of Transportation number:
Key	y Personnel Personnel
28.	Attach a resume for each of the following persons identified. The resume shall identify other similar project(s) over the past <u>five</u> years in which this person had a similar role.
29.	Does your Project Manager have at least <u>five</u> years experience in the construction industry? Yes ÎNo
	Name: Years employed by your firm:
30.	Does the lead Superintendent have at least <u>five</u> years experience as a Superintendent in the construction industry?
	Yes No Name: Years employed by your firm:
31.	Does the designated lead safety program manager have at least <u>five</u> years experience in the construction safety profession?
	Yes No Name: Years employed by your firm:
Use	ntractor's Comments e an attached sheet to provide further explanation any of the answers to questions asked in this Qualification Statement. Each explanation or nment must identify the corresponding question number.
	PART II CERTIFICATION
	e undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals apprising this statement of Bidder's Qualifications.
	NG DULY SWORN AND DEPOSED, I HEREBY CERTIFY UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS CURATE, TRUE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE.
Prin	nt Name: Title:
Sigr	nature: Date:/
Not	ary Seal
Not	ary Public: My commission expires:

NEW MEXICO STATE WAGE RATES

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU QUESTIONS?? Call OR E-mail:

Otis Caddy @ (505) 841-4406 OR Lynno.caddy@state.nm.us or

Kim Kew @ (505) 841-4405 OR kim.kew@state.nm.us

fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
City of Farmington	San Juan	05/22/13	SJ-13-0716 A
		Expires for Bids	
Type of Construction: A		09/19/13	

Description of Work: 2013 Annual Municipal Utilities Improvements

Furnishing all labor, equipment, and material necessary to perform various construction, alterations, repairs and replacement of municipal potable water lines and appurtenances, municipal sanitary sewer lines and appurtenances, construction of storm sewer lines and other incidental work.

REMINDER to those preparing BID documents: If bids are not opened by the above "Expires for Bids" date, a **NEW** wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-4405 to check status of new wage rates.

NOTICES

ALL contractors MUST have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered INVALID.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent MUST fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor MUST post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

SUSANA MARTINEZ GOVERNOR



CELINA BUSSEY SECRETARY

JOHN SANCHEZ LT. GOVERNOR

STATE OF NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS

625 Silver Ave SW Suite 410 Albuquerque, NM 87102 Telephone (505) 841-4405 Fax (505) 841-4420

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) to Labor Relations Division within 3 (Three) days of this project being awarded.

General Contractor

- Provide to Labor Relations Division within 3 (Three) days a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages.
- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the owner/contracting agency.
- NM Apprenticeship and Training Fund payments are to be paid to either an approved Apprenticeship program or to the Labor Relations Division.
- The Wage Rate poster must be displayed at the job site in an easily accessible place.
- When a project has been completed, Affidavits of Wages Paid (AWP) need to be sent to the Labor Relations Division.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the General Contractors.
- NM Apprenticeship and Training Fund payments must be paid to either an approved Apprenticeship program or the Labor Relations Division.

Additional Information.

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link. www.dws.state.nm.us/new, Labor Relations, Public works

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at <u>kim.kew@state.nm.us</u> or 505-841-4405 Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2013

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

Type A construction: Laborers, Operators, and Truck Drivers

Laborer classification groups and wage spreads for type "A" construction:

(1) Group I (unskilled): -\$0.30: building and common laborer; carpenter tender chainman; rodman; stakedriver; concrete buggy operator

(hand); concrete workers; flagman; soil sample tester;

(2) Group II (semiskilled): (base): wagon, air tract, drill and diamond drillers' tender (outside); air and power tool man (not a carpenter's tool); asphalt heaterman; asphalt jointman; asphalt raker; batching plant scaleman; tenderers (to cement mason and plasterer); chain sawman; concrete power buggyman; concrete touch-up man; concrete sawman - coring mach.; curbing machine, asphalt or cement; cutting torchman; metal form setterroad; grade setter; hod carrier; mortar mixer and mason tender; powderman or blaster helper; sandblaster; scaler; vibratorman (hand type); vibratory compactor (hand type); window washer; nurseryman-gardener; wagon, air tract, drill and diamond driller (outside); roadway hardware worker;

(3) Group III (miscellaneous): +\$0.40: gunite pumpcreteman and nozzleman; multi-plate setter; manhole builder; pipielayer; powderman-blaster-makeup; landscaper; traffic control technician; laboratory technician.

Equipment operator classification groups and wage spreads for type "A" construction:

(1) Group I: -\$0.80: concr. paving curing machine;

(2) Group II: -\$0.60: belt type conveyors (material and concrete); broom (self prop.); fork lift; grease truck oper.; head oiler; hydro lift; tractor (under 50 drawbar HP with or without attach.); indus. loco. brakeman; front end loader (2CY or less): fireman; oiler; screedman; roller (pull type); mulching machine, roller (self propelled);

(3) Group III: -\$0.02: concr. paving form grader; concr. paving gang vibrator; concr. paving joint or saw mach.; concr. paving sub grader; tractor with backhoe attachment; subgrade or base finisher; power plant (elec.

gen. or welding mach.);

(4) Group IV: (base): bulldozer (including self-propelled roller with dozer attachment); batch or continuous mix plant (concr., soil cement, or asph.); roller (steel wheel); front end loader (2 through 10CY); scraper oper.,

motor grader;

(5) Group V: +\$0.00: asph. distr.; asph. paving or laydown mach.; asph. retort heater; mixer, heavy duty, asph. or soil cement; trenching mach.; clam type shaftmucker; backhoe, clamshell, dragline, gradall, shovel (under 3/4 CY); elevating grader or belt loader; cranes (crawler or mobile) under 20 ton; air compressor (300 CFM and over); crushing screening and washing plants; drlg. mach. (cable core or rotary); mixer, concr. (1 CY and

less); pump (6 in. intake or over); winch truck; hoist (1 drum); indus. loco. motorman; lumber stacker; tractor (50 drawbar HP or over);

- (6) Group VI: +\$0.15: concr. paver mixer; hoist (2 drums and over); side boom; traveling crane; piledriver; backhoe, clamshell, dragline, gradall, shovel (3/4 CY to 3 CY); cranes (crawler or mobile) 20 ton to 40 ton; front end loader (over 10 CY); mixer., concr. (over 1 CY); mechanic and/or welder;
- (7) Group VII: +\$0.20: concr. slip-form paving mach.; concr. paving finishing mach.; concr. paving longitudinal float; gunite mach.; refrig.; jumbo form or drlg.; stage; slusher; concr. paving spreader; pumpcrete mach.; grout pump oper.;
- (8) Group VIII: +\$0.35: mine hoist; bulldozer (multiple units); scraper (multiple units); mucking mach.; backhoe, clamshell, dragline, gradall, shovel (over 3 CY); cranes (crawler or mobile) over 40 tons;
- (9) Group IX: +\$0.85: belt loader (CMI type) oper.; pipemobile oper. assistant; derrick, cableway;
 - (10) Group X: +\$1.65: pipemobile operator; mole operator.

Truck driver classification groups and wage spreads for type "A" construction:

- (1) Group I: -\$0.20: pick-up truck 3/4 ton or under; warehouseman; dump truck, under 8 cubic yards; flatbed, 1 1/2 ton or under;
- (2) Group II: (BASE): dump truck, 8 to 16 cubic yards; tank truck, under 6,000 gallons; flatbed, over 1 1/2 ton;
- (3) Group III: +\$0.20: spreader box (self-propelled); distributor (asphalt) transit mix; lowboy, light equipment; off-highway hauler; tank truck, over 6,000 gallons; dump truck, over 16 cubic yards; trailer semi-trailer dump;
- (4) Group IV: +\$0.40: diesel-powered transport; lowboy, heavy equipment.

TAB I

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1. INSTRUCTIONS TO BIDDERS

1.1 The City of Farmington, New Mexico, ("OWNER") is requesting Bids for the construction as announced in the Invitation to Bid (Form AF-1(a)). Unless otherwise stated in the Contract Documents, Engineering for this project along with Contract Documents were completed by the City of Farmington, Municipal Annex Building, 805 Municipal Drive, Farmington, New Mexico.

2. DOCUMENTS

- **2.1** The Contract Documents may be examined and obtained as announced in the Advertisement for Bids (Form AF-2).
- **2.2** The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.
- **2.3** Documents shall include the following standard specifications unless otherwise stated:
 - 2.3.1 New Mexico Standard Specifications for Public Works Construction, latest edition;

and

2.3.2 City of Farmington Technical Specifications and Construction Standards, latest revision.

3. QUESTIONS

3.1 Submit all questions about the drawings or specifications to the OWNER in writing no later than five (5) working days prior to the time set for receipt of bids. Corrections or clarifications shall be made by addendum. Oral clarifications will not be binding.

4. PREPARATION OF BIDS

- **4.1** Bids shall be submitted on the forms provided.
- **4.2** Bid forms must be completed in ink. The grand total of the Contract must be stated on the Bid Proposal Form (Form AF-3) in both writing and numerals; in case of an error, the price in words, unless obviously incorrect, shall govern. The completed forms shall be without interlineations, alteration or erasure.
- **4.3** Bids shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for.
- **4.4** Bids by a corporation must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of incorporation

shall be shown on the Invitation to Bid.

- **4.5** Bids by partnership must be executed in the partnership name and signed by a general partner. The partner's title must appear next to the signature and the official address of the partnership must be shown on the Invitation to Bid.
- **4.6** All names must be printed above the signature on the Invitation to Bid.
- 4.7 The CONTRACTOR shall be licensed under the proper classification(s) as outlined under the State of New Mexico's Construction Industries Division Rules and Regulations (latest edition). A CONTRACTOR not having the minimum license at the time of Bid opening shall be considered a non-responsive Bidder and their Bid will be rejected.
- **4.8** Each addendum shall be made a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. Each Bidder shall acknowledge receipt of each addendum in the space provided on the Invitation to Bid.
- 4.9 Pursuant to Section 13-1-108 NMSA 1978, the total amount Bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The OWNER will pay for any taxes due on the Contract and will pay any increase in applicable taxes which become effective after the date the Contract is entered into in addition to the Bid total based upon separate billings which the successful Bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.
- **4.10** To assist the OWNER with budget preparation, the Bidder shall complete Bidder's Estimate of Taxes (Form AF-4), and shall identify by name each tax Bidder believed to be applicable to this Contract and shall estimate the amount of each tax which will be charged on the entire Contract.

5. SUBMISSION OF BIDS

5.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid. Bids shall be submitted in a sealed opaque envelope, addressed to the OWNER, and plainly marked on the outside with the project title, contract control number, and opening. If forwarded by mail, the sealed envelope containing the Bid may be enclosed in another envelope addressed to the OWNER at the address stated in the Advertisement for Bids. The City of Farmington reserves the right to accept or reject any or all Bids.

6. RESIDENT CONTRACTOR PREFERENCE

6.1 Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to obtain in-state preference, are required to obtain a preference

number with the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the bid opening date.

- 6.2 In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.
- **6.3** Attached (Form AF-17) is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD **and** the attached Resident Veterans Preference Certification.
- **6.4** This preference is separate from the in-state preference and is not cumulative with that preference.

7. BID SECURITY

7.1 Each Bid must be accompanied by a Proposal Guarantee (Form AF-6) payable to the OWNER for the amount stipulated in the Invitation to Bid which shall be certified check, cashier's check, money order, or Bidders' Surety Bond executed by a bona fide Surety Company authorized to transact business in the State of New Mexico on the form provided in the Bid documents. When the Agreement is executed, the guarantees of the unsuccessful Bidders may be returned upon Bidder's request. The Proposal Guarantee of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it may be returned upon the successful Bidder's request. Attorneysin-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney.

8. SUBCONTRACTORS AND MANUFACTURERS

- **8.1** Pursuant to Section 13-4-31 through 13-4-43 NMSA 1978, the Bidder shall submit the following information for each Subcontractor (Form AF-5) who will perform work or labor or render service to the CONTRACTOR in or about the construction Project in an amount in excess of the listing threshold specified in the Invitation to Bid:
- (a) name of the Subcontractor;
- (b) City or County of the Subcontractor;
- (c) nature of the work which will be done by the Subcontractor (Category of Work).
- **8.2** This listing threshold is five thousand dollars (\$5,000) or one-half of one percent of the architect's, engineer's, or OWNER's estimate of the total Project cost, whichever is greater. There shall be only one name CITY OF FARMINGTON BIDDING REQUIREMENTS BR-2

submitted for each classification as defined by the CONTRACTOR in his Bid.

8.3 The Bidder may be required to establish the reliability and responsibility of the proposed Subcontractors or of any manufacturer to furnish and perform the work in accordance with the Contract Documents and completion schedule, and may also be required to require performance and payment bonds of some or all Subcontractors in conformance with Sec. 13-4-37 NMSA 1978.

9. WITHDRAWAL OF BIDS

9.1 Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid after the Bid opening until the time for award stipulated below has expired. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the Bidder.

10. OWNER'S INVESTIGATIONS

10.1 The OWNER may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work. The Bidder may be requested to complete and submit a Statement of Bidder's Qualifications (Form AF-8) and shall furnish to the OWNER all such requests. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated by it; and such rejection shall not give rise to a cause of action against the OWNER or Engineer, or impose a requirement upon the OWNER or Engineer to divulge the information upon which such rejection is based.

11. NOTICE OF AWARD

- 11.1 Within sixty (60) days after the time announced for opening Bids, the OWNER may act either to accept a Bid or to reject all Bids. A conditional, qualified or unbalanced Bid may, at the discretion of the OWNER, be rejected. Failure to the OWNER to accept a Bid within the said time, or such additional time as the apparent lowest responsive Bidder shall agree to extend his Bid, shall constitute rejection of all Bids. The OWNER may waive any informalities or minor defects or reject any and all Bids.
- **11.2** The OWNER may, unless otherwise noted on the Bid Proposal, award separate Contracts for the work contained in each Bid Proposal, or, in the interest of continuity, to one CONTRACTOR for two or more Bid Proposals.

11.3 The acceptance of a Bid will be evidenced by a Notice of Award (Form AF-9) in writing signed by a duly authorized representative of the OWNER and delivered to the Bidder whose Bid is accepted, in the manner provided for giving written notices. (reference paragraph 17.1 of the Conditions of Contract) No other act of the OWNER shall constitute acceptance of a Bid. The acceptance of a Bid shall obligate the Bidder whose Bid is accepted to acknowledge acceptance of the Notice of Award, furnish a performance bond and a labor, material and tax payment bond, if required, and execute the Contract (reference paragraphs 14 of the Bidding Requirements, and Section 1 of the Conditions of Contract, definition for "Contract Documents") and any or all other documents.

12. PERFORMANCE AND PAYMENT BONDS

- **12.1** A performance bond and a labor, material and tax payment bond (Forms AF-11, AF-12), each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract on the forms provided by the OWNER.
- **12.2** Attorneys-in-fact who sign the payment bond and performance bond must file with each bond a dated, certified and effective copy of their power of attorney.

13. AUTHORIZATION TO DO BUSINESS

13.1 The successful Bidder(s) will be required, prior to execution of the Contract, to carry out all procedures required by anyone having jurisdiction over the site of the Work to gain authorization to do business in that jurisdiction.

14. EXECUTION OF CONTRACT

- 14.1 The party to whom the Contract is awarded will be required to execute the Agreement (Form AF-10) and obtain the performance bond and labor, material and tax payment bond and other required Contract Documents within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, bond forms and other required Contract Documents. In case of failure of the Bidder to execute the Agreement, the OWNER may, at his option, consider the Bidder in default, in which case the Proposal Guarantee accompanying the proposal shall become the property of the OWNER.
- 14.2 The OWNER, within ten (10) days of receipt of acceptable performance bond and labor, material and tax payment bond, Agreement, and other required Contract documents, shall sign the Agreement and return to such party a certified copy of the Contract. Should the OWNER not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

14.3 The Contract Documents shall be executed with one (1) original, and five (5) certified copies, distributed as follows:

CONTRACTOR

1 certified copy

City of Farmington City Clerk
1 original

City of Farmington

3 certified copies

Bonding Company

1 certified copy

15. PRE-BID CONFERENCE

15.1 The purpose of this conference is to answer any questions, as might arise, with respect to the Bidding requirements and execution of this Contract. Questions resolved at this meeting will be included in the "Minutes" and will be kept in the Bid file. Bidders interested in receiving the "Minutes" may obtain them by accessing the Purchasing page of the City of Farmington website, www.fmtn.org or by calling (505) 599-1373.

16. CONTRACT TIME - LIQUIDATED DAMAGES

16.1 The number of days for completion of the Work and provisions for liquidated damages, if any, are set forth in the Invitation to Bid and are incorporated by reference into the Contract Documents.

17. QUANTITIES

17.1 The quantities set forth in the Bid Proposal are estimated quantities on which Bids will be compared and which will be the basis for award of Contract. Payment will be made for the Work actually performed. The OWNER reserves the right to increase or decrease quantities by any reasonable amount to suit the best interest of the OWNER.

18. COLLUSION-GENUINE BID

18.1 The Bidder, by submitting a Bid, certifies that the Bid is genuine and is not sham or collusive, or made in the interest, or in the behalf of any person not named as Bidder, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure himself an advantage over any other Bidder.

19. LICENSE OR ROYALTY FEES

19.1 Both license and royalty fees for products or for a process must be paid directly by the CONTRACTOR.

20. PREFERENCES AND STANDARDS FOR PROCESSES, MATERIALS AND EQUIPMENT

20.1 Unless specified in the Contract Documents, the OWNER has no preference for any process, type of equipment or kinds of material but will consider all processes, types of equipment or kinds of material offered which meet specifications on an equal competitive basis if they are in fact equal to those specified and will accomplish the purpose intended. The OWNER reserves the right to be the sole judge as to whether or not a different process type of equipment or kind of material offered is in fact the equal to that specified.

21. PROJECT FINANCE

21.1 Any Contract awarded under this Invitation for Bid shall be subject to the appropriation of funds by the OWNER's City Council.

22. WAGE RATES AND NON-DISCRIMINATION IN EMPLOYMENT

22.1 The Bidder's attention is directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the New Mexico Labor and Industrial Division and (where applicable) the prevailing Federal Wage Rate Decision listed by the U.S. Department of Labor and in effect at the time of this Contract. It shall be the Bidders's responsibility to inform himself thoroughly of all state, federal, and local laws and statutes pertaining to the employment of labor, the freedom of organization, and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin, sex or legal political affiliation in the employment of persons qualified by training and experience for work under this Contract.

23. <u>FEDERAL ASSISTED CONSTRUCTION</u> CONTRACTS

- **23.1** NOTICE OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES
 - 23.1.1. Bidders are cautioned as follows: By signing the Contract for which this Bid is solicited, the Bidder will be deemed to have signed and agreed to the provisions of the "Certification to Non-segregated Facilities" as contained in the Specifications for this Project.

23.2 NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- 23.2.1. A certification of Non-segregated Facilities, as required by the May 28, 1968 order (33 F.R. 7808, May 28, 1968; 41 CFR Part 60-1, et seq) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a federally assisted construction contract exceeding Ten Thousand Dollars (\$10,000.00) which is not exempt from the provisions of the Equal Opportunity clause.
- 23.2.2. CONTRACTORS receiving federally assisted construction contract awards exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed Ten Thousand Dollars (\$10,000.00) and are not exempt from the provisions of the Equal Opportunity clause.
- 23.2.3. Certification by Bidder regarding Equal Employment Opportunity must be submitted with each Bid.

24. EQUAL EMPLOYMENT OPPORTUNITY

- **24.1** During the performance of this Contract, the CONTRACTOR agrees as follows:
 - 24.1.1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.
 - 24.1.2. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices as provided setting forth the provisions of this nondiscrimination clause.
 - 24.1.3. The CONTRACTOR will, in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

- 24.1.4. The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreements or other contracts or understandings, a notice advising the labor union or worker's representative of the CONTRACTORS' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 24.1.5. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 24.1.6. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 24.1.7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon Subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. COMPLIANCE WITH FEDERAL REGULATIONS

- **25.1** The CONTRACTOR agrees to comply with any Federal Statutes or Regulations which are applicable to this Project including, but not limited to, the following:
 - 25.1.1. All labor standards including those relating to the payment of wages, working conditions, anti-kickback prohibitions and equal employment, and in particular:

- 25.1.1.1. The provisions of Title 29 of the Office of the Secretary of Labor of the United States Government, Part 3, entitled "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by loans or grants from the United States" (29 CFR Part 3);
- 25.1.1.2. The provisions of 29 CFR Part 5 entitled "Labor Standard Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" as well as the "Labor Standard Provisions Applicable to Nonconstruction Contracts Subject to Contract Work Hours and Safety Standards Act".
- 25.1.2. Those concerning relocation and related payments to in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq;
- 25.1.3. The National Environmental Policy Act of 1969, as amended (42 USC 4321 et seq);
- 25.1.4. The Clean Air Act, as amended (42 USC 1857-1858 a);
- 25.1.5. The Federal Water Pollution Control Act, as amended (33 USC 1251-1376);
- 25.1.6. The National Historic Preservation Act of 1966, as amended (16 USC 470 et seq);
- 25.1.7. The Wild and Scenic Rivers Act (16 USC 1271-1281);
- 25.1.8. The Endangered Species Act of 1973, as amended (16 USC 1531 et seq);
- 25.1.9. The Historic Sites, Buildings and Antiquities Act, as amended (16 USC 461 et seq);
- 25.1.10. The Americans with Disabilities Act of 1990 (P.L.101-336, July 26, 1990), and any regulations adopted pursuant thereto;
- 25.1.11.The National Flood Insurance Act of 1968, as amended.
- 25.1.12.The National Pollutant Discharge Elimination System Regulations for Storm Water Discharges, 40 CFR Parts 122,123 and 124.

26. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

26.1 In order to protect the lives and health of his employees, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the Construction Safety Act and also known as the Williams-Steiger Occupational Safety and Health Act of 1970, together with the regulations promulgated in 29 CFR, Parts 1901 through Parts 1919.

27. BID OPENING PROCEDURE

- **27.1** The person or persons opening the Bids will do the following for each Bid submitted:
 - 27.1.1. Announce the name of the Bidder and the number of the Bidder's New Mexico Contractors license.
 - 27.1.2. Check for acknowledgment of addenda.
 - 27.1.3. Check for proper signature on Invitation to Bid.
 - 27.1.4. Check for Proposal Guarantee.
 - 27.1.5. Check other requirements on Invitation to Bid and Contractor's Checklist (Form AF-1(b)).
 - 27.1.6. Read Bid aloud.
- 27.2 If any of the foregoing requirements have not been met, the Bid shall be read after the deficiency or deficiencies have been announced and noted. The OWNER reserves the right to waive any condition, requirements, or technicality in the deficient Bid, this being entirely at the discretion of the OWNER.

28. PROTEST DEADLINE

28.1 Any protest by a Bidder must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the City's written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Purchasing Officer Central Purchasing Division City of Farmington 800 Municipal Drive (Mailing Address) OR 805 Municipal Drive (Physical Location) Farmington, NM 87401-2663

29. DEFINITIONS

29.1 The definitions, as described in the Conditions of Contract, included in these bidding documents, shall also be applied and used for bidding purposes.

II SPECIAL CONDITIONS

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SPECIAL CONDITIONS

The following revisions, additions and deletions modify referenced sections of the General Conditions of the Bidding Requirements and Contract Documents for the City of Farmington for Construction Contracts, latest edition, or New Mexico Standard Specifications for the Public Works Construction, the latest edition, and are hereby made part of the Contract Documents.

1. **COMMENCING WORK:**

Add the following to Conditions of Contract:

2.6.1 CONTRACTOR shall commence work within a period of ten (10) calendar days from the date of receiving work orders from the CITY authorizing the work, and shall diligently carry each and every work order through to satisfactory completion.

When more than one work order is issued or is in effect at the same time, the CITY will issue priorities in which the work that is to be accomplished. On certain work, which may arise of an emergency nature, the ten-day start-up period will not be in effect, and the CITY will require the work to start immediately and proceed to conclusion.

The following priorities will be established for all work orders issued under this contract:

Work to commence within specified time/days:

Priority Designation time from notification

Emergency <24 hours

No. 1 <2 calendar days

No. 2 3 calendar days

No. 3 15 calendar days

No. 4 30 calendar days

In the event the contractor does not supply the materials and/or commence the work under the priority system above, the affected Superintendent or Construction Inspector will inform the CITY Engineer in writing of the act of noncompliance. At that time, the CITY Engineer will determine what action is to be taken and inform the CONTRACTOR, Superintendent and/or Inspector of his findings. In the event the contractor has not performed and/or supplied materials as outlined above in Section 2.6.1, the owner has the option to charge the contractor liquidated damages for non-performance in the amount of \$300.00 per calendar day. This amount is for each work order and is additive for a total amount. The cumulative amount will be deducted from the following months voucher, or if it exceeds the amount of that voucher, shall be payable by Contractor to Owner.

2. MATERIALS AVAILABLE:

Add the following to Conditions of Contract:

6.5.1 CONTRACTOR shall maintain a supply of materials which is commonly used, in the following amounts:

8" PVC SDR-35	400 LF
12" PVC SDR-35	100 LF
6" PVC C900	100 LF
8" PVC C900	600 LF
12" PVC C905	100 LF
Fire Hydrant (4', 5' & 6')	2 EA
Fire Hydrant – Double Steamer	1 EA
6" Gate Valve w/ box	2 EA
8" Gate Valve w/ box	2 EA
12" Butterfly Valve w/box	1 EA

In addition the CONTRACTOR shall maintain a supply of fittings, valves, ring and covers, and other necessary appurtenances for emergency purposes.

3. CLEANUP AND DUST CONTROL

Add the following to the Conditions of Contract Section 6.28.1:

All costs of "cleanup", including all charges for water used in connection therewith, are to be absorbed in the contract prices for the various bid items. On most streets used during construction or as detours during work, sprinkling no less than four (4) times daily shall be required. Streets that have not been provided with detours or alternative routes will be open to residential traffic daily.

4. VERMIN CONTROL

Add the following to the Conditions of Contract section 6.28.2:

At the time of occupancy by the Contracting Agency, the structure or structures entirely constructed under the contract shall be free of rodents, insects, vermin or pests. Extermination work as may be necessary shall be arranged and paid within the contract time and shall be performed by a licensed agency and in accordance with the requirements of governing authorities. The CONTRACTOR shall be responsible for any injury to persons or property damage resulting from extermination work and for the elimination of any offensive odors resulting from extermination operations.

5. PROJECT BIDDING

Add the following to the Conditions of Contract section 7.1.1:

The CITY reserves the right at any and all times to ask for bids and let separate contracts on each project under this contract for which the total estimate of the CITY's Engineer exceeds \$50,000.00. The CITY reserves the right at any and all times to ask for bids and let separate contracts on each project under this contract of which 15% or more of the cost estimate of the job involves items of construction not covered by the bid items contained in the Bid Proposal of this document.

Should the CITY exercise its option of asking for bids on any such job, any contract with other than CONTRACTOR shall be a separate Contract and foreign to any commitments to this contract as herein specified. It will not relate in any way to the contractual agreements, time, estimated quantities, or money contained in this document.

This contract shall further be considered to be divisible and separate insofar as work orders which involve CITY funds and insofar as work orders which involve any combination of CITY, State or Federal funds are concerned.

6. INCREASE IN MATERIALS CLASSIFICATION:

Add the following to the Conditions of Contract section 11.4.6:

Various classes of pipe and other materials are shown in the bid proposal and specified in the technical specifications. These classes represent minimum strengths and requirements for typical installations throughout the CITY under this contract. However, in certain instances under this contract, the CITY may specify materials of a higher class or that must meet more rigid criteria than the typical specified. In such instances, the contract unit price shall be increased with a change order by the difference in the price of the materials supplied. Such increase shall be based on certified invoices from the contractor's regular supplier indicating the current difference in material unit price in effect for the contractor.

The CITY may require the contractor to furnish copies of previous invoices or other instruments to firmly establish the amount of the incremental increase.

No additional compensation for furnishing or installing such materials shall be considered other than as specified above.

7. COMMON EXCAVATION

Bid Items noted as trench and backfill shall refer to common excavation with a backhoe with flat teeth and a bucket digging force of 25,000 pounds (John Deere 690 or equal).

8. ROCK EXCAVATION, PNEUMATIC EQUIPMENT AND ROCK EXCAVATION HYDRAULIC EQUIPMENT

These bid items shall refer to the excavation of shale, hardpan, sandstone, cemented gravel or caliche which normally cannot be removed as discussed in Special Conditions item 11, but can be removed with a backhoe with rock teeth and a bucket digging force of 25,000 pounds or larger (John Deere 690 or larger).

9. WORK HOURS:

- A. All work is to be performed between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- B. All pipeline excavation and/or trench excavation is to be completed by 4:00 p.m. to ensure time for backfilling and compacting procedures and clean-up, except in case of emergencies.
- C. Work outside of the days and hours noted above shall require a 96 hour advance notice and approval of the City Engineer, however, all overtime work costs involving the call-out of the CITY Utility Department crews to repair damaged utility lines or services shall be charged to the CONTRACTOR.
- D. No pay item work after 5:00 p.m. without prior approval.
- E. The City Engineer shall have the option to require night work hours to meet the needs of the City. The Contractor shall comply with these requirements. Additional compensation associated with night work is reflected in the Bid Items. No work shall be performed during morning or evening rush hours. This means that the contractor shall not restrict traffic lanes prior to the morning rush hour, and the contractor shall have all the traffic lanes of the street reopened before the evening rush hour. All associated costs for nighttime work, without the prior, written approval of the City Engineer, shall be borne by the Contractor with no additional compensation from the City.

10. TEST PITS FOR LOCATING EXISTING UTILITIES

This bid item shall consist of locating existing underground utilities as requested by the City Engineer or his designee for design purposes. This work shall consist of excavation, backfill and compaction. Compaction testing, asphalt removal and replacement shall be paid for separately under the appropriate bid item. Removal of excess material shall be incidental to the test pit bid item. When the excavated material is deemed unsuitable by the City Engineer or his designee the material shall be considered excess material. The excavation shall than be backfilled with base course, which will be paid for separately under the appropriate bid item. Vacuum extraction Test Pits may be used upon City Engineer's approval and if subcontractor can demonstrate utilization of proper equipment.

11. LOCATING EXISTING UNDERGROUND UTILITIES

The contractor will be due no additional compensation for locating existing underground utilities to facilitate his construction. This work shall be incidental to the appropriate bid item.

12. VALLEY GUTTERS

All concrete for valley gutters will achieve a minimum compressive strength of 3500 psi in 24 hours.

13. **RECONSTRUCT INLET BOX**

This work shall consist of removing the existing drainage frame and grate and any concrete demolition/reconstruction necessary to properly align and support the new frame and grate to the line and grade as determined in the field by the ENGINEER or his designee.

14. FLOWABLE FILL: Flowable fill shall be composed of the following materials by weight:

SAND - 2350 LB CEMENT - 100 LB FLYASH - 300 LB WATER - 600 LB

15. STRUCTURAL CONCRETE

A. STRUCTURAL CONCRETE 3 CY OR LESS

This bid item shall apply when the total amount of concrete in the work order is three cubic yards or less and shall include excavation, backfill and compaction of the footing wall and slab, furnish all required form work, furnish concrete for footing, wall and slab as required, F & I the rebar, surface finish per APWA 510.15, F & I base course material, compact base course material to 90% standard proctor, F & I construction joint, furnishing insulated blankets when directed by the City ENGINEER, F & I sufficient 4,000 psi concrete for the structure desired.

B. STRUCTURAL CONCRETE GREATER THAN 3 C.Y.

This bid item shall apply when the total amount of concrete in the work order is greater than three cubic yards and shall include excavation, backfill and compaction of the footing, wall and slab, furnish all required form work, furnish concrete for footing, wall and slab as required, F & I the rebar, surface finish per APWA 510.15, F & I base course material, compact base course material to 90% standard proctor, F & I construction joint, furnishing insulated blankets when directed by the City ENGINEER, F & I sufficient **4,000 psi concrete** for the structure desired.

C. CONCRETE FOR FOOTERS AND FOUNDATIONS

This bid item shall apply to situations involving footers and foundations and shall include excavation, backfill and compaction of the footing, stemwall and slab, furnish all required form work, furnish concrete for footing, stemwall and slab as required, F & I visqueen, F & I perimeter bead board insulation, F & I the rebar, surface finish per APWA 510.15, F & I base course material, compact base course material to 90% standard proctor, F & I construction joint, furnishing insulated blankets when directed by the City ENGINEER, F & I sufficient 4,000 psi concrete for the structure desired. See attached CONCRETE DETAIL FOR FOOTERS AND FOUNDATIONS.

16. TESTING ALLOWANCE

The bid item for testing allowance is for budget purposes only. This bid item is to cover the cost of the OWNER requested testing as outlined in the contract documents. Testing costs will be paid for by the CITY based on the actual cost incurred by the CONTRACTOR. The CONTRACTOR shall furnish to the CITY a copy of the actual invoices from a certified testing lab with each monthly pay request for payment of this bid item. The CONTRACTOR shall not markup the testing Lab's invoice. Copies of the test reports shall be furnished to the CITY before payment of invoices.

17. SMOOTH INTERIOR POLYETHYLENE PIPE

Polyethylene pipe shall be ADS N-12 Prolink Ultra Pipe with smooth interior or pre-approved equal by the City Engineer. All pipe quoted shall meet AASHTO: M294 latest revision, with "o" ring gaskets. Gaskets shall meet the requirements of ASTM F-477.

18. PROJECT SIGNS

This bid item shall consist of, but not limited to, providing two (2) project signs as directed by the City Engineer or his designee. The project sign shall be installed either on a permanent post or on a removable sign stand as directed by the City Engineer. The CONTRACTOR will be responsible to maintain, or replace all damaged or stolen project signs as directed by the City Engineer. This bid item will pay the initial cost for furnishing two project signs required by the City Engineer. All other costs associated with the project signs are incidental to section 6.16.3.4 of the Conditions of Contract. Project signs shall be 4' x 4' and the only information to be included on the project sign is shown in the drawing below. Signs will be new. Signs will be kept clean throughout the project. The signs shall have an orange background with black lettering.

CITY OF FARMINGTON PUBLIC WORKS

2013 Annual Municipal Utilities Improvements Project No. 13-01 Control No. 13-98680

> Contractor: XYZ Constructors, Inc. Phone: (555) 555-5555

19. INSTALL CITY FURNISHED CONDUIT

Bid Items INSTALL CITY FURNISHED CONDUIT, or INSTALL CITY FURNISHED MULTIPLE CONDUIT shall be defined as the installation of either conduit or multiple conduit runs from material supplied by City. This work shall include the proper installation of conduits in a workman like manner for their intended use. Trench, backfill and compaction will be paid under the "Trench and Backfill 0'-6' depth," bid item, for multiple conduit installations in a single trench, the trench and backfill bid item will be paid for only once. Removal and replacement of asphalt or concrete shall be paid for under the appropriate bid item. All conduits installed under this bid item shall be installed with a pull string (material will be supplied by City).

20. INSTALL CITY FURNISHED PULL BOXES

Bid Item <u>INSTALL CITY FURNISHED PULL BOXES</u> shall be defined as the installation of pull boxes from material supplied by City. This work shall include the proper installation of pull boxes in a workman like manner for their intended use. This item shall include placing three inches (3") of crushed rock 1" minus material inside of the pull box.

Trench, backfill and compaction are incidental to pull box in place and no separate measurement and payment will be made. Removal and replacement of asphalt or concrete shall be paid for under the appropriate bid item.

21. CONSTRUCTION WATER:

Construction water is available from the City at no cost to the Contractor. However, all water use in association with this contract must be metered and reported monthly, with the monthly billing to the City, for internal audit purposes.

22. TRANSPORT & INSTALL CITY FURNISHED WATER OR SEWER PIPE

Bid Items TRANSPORT & INSTALL CITY FURNISHED 6" OR 8" PVC WATER, TRANSPORT & INSTALL CITY FURNISHED 12" PVC WATER, TRANSPORT & INTSALL CITY FURNISHED 24" PVC WATER, AND TRANSPORT & INSTALL CITY FURNISHED 8" PVC SEWER, shall be defined as the installation of pipe material supplied by City. The contractor shall furnish and install all labor, equipment, and misc. materials necessary to properly install the waterline or sewer lines according to City Standards.

All items incidental to **water line** construction shall be included in the per linear foot cost. No separate payment will be made for the following: 1) Trench & Backfill, 2) Pressure testing & testing equipment - pump, fittings, special piping, gauges, etc. 3) Disinfecting and testing, 4) Flushing & Dechlorination 5) Blocking and Supports, 6) Tracer wire (section121), 7) other incidental items.

All items above shall be considered incidental to installation of **sewer line** as appropriate <u>except</u> the trench & backfill shall be paid for separately per the appropriate bid item "Trench & Backfill" by depth.

23. CONTRACTORS DRUG TESTING POLICIES AND PROCEDURES

The **awarded** CONTRACTOR must submit their drug-free workplace policy to the City within 48 hours of the Notice of Award. If applicable, the Commercial Driver's License (CDL) requirements must be met within one (1) week of the Notice of Award. The CDL drug/alcohol testing policies and procedures must comply with Department of Transportation (DOT) drug-testing regulations as set forth in 49 CFR Part 40 and Part 382.

In addition, the CONTRACTOR must have in place a drug/alcohol free workplace policy that applies to all employees of this worksite. This policy should include provisions for reasonable suspicion, preemployment and post accident drug/alcohol testing.

24. <u>STATE OF NEW NEXICO DEPARTMENT OF LABOR, REGISTRATION OF BIDDER AND SUBCONTRACTORS</u>

Pursuant to 13-4-13.1 NMSA 1978, Public Works Contracts, Registration of Bidders and Subcontractors. Bidders submitting bid pricing more than \$60,000 shall be registered with the New Mexico Department of Workforce Solutions **prior** to submitting a bid to the City of Farmington. If a Bidder is not registered at the time of Bid opening, their Bid shall be considered a non-responsive Bid and will be rejected. Bidder's subcontractors shall also be registered. If a Bidder's Bid includes any subcontractor that is not registered their Bid may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978.

Bidders may find additional information on the registration requirements and forms at the website: http://www.dws.state.nm.us/dws-pubwage.html

25. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are required to complete the Statement of Bidder's Qualifications (Form AF-8) and submit with their bid.

26. PRICE REDETERMINATION

Add the following to the Conditions of Contract section 11.2.1:

Price changes (increased or decreased) shall be submitted on the 3rd of each month to be effective on the date of submission, once approved by the CITY, for asphalt, concrete, pipe (all material types) and appurtenances (all material types - ie: valves, fittings, fire hydrants, etc.) **material only.** Price changes must be submitted and received by the City of Farmington, Purchasing Department, Attention Contract Administrator, 800 Municipal Drive, Farmington, NM 87401 with a copy provided to Public Works, Engineering Department; any price change submitted after the 3rd day of the month will not be honored.

The price redetermination language is as follows:

The unit prices contained in the Contract Document may be adjusted by change order for unit price fluctuations of 15% or more, or by one (\$1) or greater for asphalt, concrete and appurtenances material only, excluding incidentals, except pipe pricing. Twelve inch (12") or smaller pipe price fluctuations shall be adjusted if the unit cost changes by 15% or more, or by one dollar (\$1) or greater. Pipe greater than twelve inches (12") shall be adjusted if the unit cost changes by 10% or more, or by one dollar (\$1) or greater. In such instances, the contract unit price shall be increased or decreased with a change order by the difference in the previous price and the new price of the materials supplied. Such increase or decrease shall be based on certified supplier invoices or contract pricing from both the CONTRACTOR's and first tiered Subcontractor's regular suppliers indicating the current difference in material unit price in effect for the CONTRACTOR. The CITY may require the CONTRACTOR to furnish copies of previous invoices, contract pricing, or other instruments to firmly substantiate the amount of the incremental change. Unit prices for work items for furnishing or installing material are not covered under this price adjustment provision. The provisions contained in the Contract Documents apply. Section 11, Change in Contract Price, specifically 11.2 identifying time requirements for change order requests will be enforced.

27. FUEL PRICE ADJUSTMENT

Add the following to the Conditions of Contract section 11.2.2:

Payments under this contract will be adjusted at the beginning of each quarter based on changes to the weekly "Retail On-Highway Diesel Prices" as reported weekly by the Energy Information Administration, U.S. Department of Energy. The adjustment will be calculated by the Contractor and documentation sent to the Purchasing Division not more than five calendars following the beginning of the calendar quarter.

Payments will be adjusted based on the following formula. The calculated adjustment percentage shall be rounded to the nearest tenth of a percentage point:

$$(P_M - P_B)$$
 x .07 x 100 = Payment Adjustment P_B Percentage where:

P_B – is the Retail On-Highway Diesel Fuel for the Gulf Region (PAD District III) reported on June 3, 2013.

 $P_{\rm M}$ – is the average of the three previous months as reported weekly by the Retail On-Highway Diesel Fuel for the Gulf Region (PAD District III). The price to be used for each month will be the average weekly price reported closest to the first day of that month.

.07 – is a factor estimated to represent the portion of the bid price allocated to fuel costs.

The total quarterly payment shall be adjusted by the computed payment adjustment percentage. The payment adjustment may be either positive or negative. The quarterly adjustments will be based on a calendar quarter beginning November 5, 2012.

EXAMPLE: Assume payment documents are prepared by the City for the monthly payment in May, 2008.

The average of the three months most recently reported diesel fuel prices (P_B) as of the start of the contract on January 7, 2008 is \$3.30.

The 3 month average diesel fuel prices available prior to April 7, 2008 are assumed for this example to be:

<u>DATE</u>	PRICE (\$/Gallon)
2/4/08	\$3.25
3/3/08	\$3.61
4/7/08	<u>\$3.89</u>
Average	\$3.58

The payment adjustment percentage would be as follows:

$$(3.58 - 3.30)$$
 x .07 x 100 = .60 3.30

Rounding to nearest 1/10% = .60%

28. BUILDER'S RISK INSURANCE

Tab IV: Conditions of Contract: **Delete** paragraph 5.2.1, Page CC-8. Builder's Risk Insurance will not be required for this contract.

29. DRAWINGS AND SPECIFICATIONS

One (1) paper copy of the full size drawings and one (1) CD of the specifications and drawings will be provided to the awarded contractor.

III TECHNICAL SPECIFICATIONS

TAB III TECHNICAL SPECIFICATIONS

REFER TO

CITY OF FARMINGTON
TECHNICAL SPECIFICATIONS AND
CONSTRUCTION STANDARDS

Available through
City of Farmington
Public Works Department
805 Municipal Drive, 2nd Floor
Farmington, NM 87401
(505) 599-1308
for a nominal fee

OR

On our website http://www.fmtn.org at no charge.

IV CONDITIONS OF CONTRACT

TAB IV

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SECTION 1

Definitions and Terms

These Conditions of Contract shall replace in its entirety the General Conditions of the New Mexico Standard Specifications for Public Works Construction, latest edition.

Wherever used in these Conditions of Contract or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

<u>Abbreviations</u> - Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

ABC Aggregate Base Course
AC Asphalt Concrete
ACB Asphalt Concrete Base
ACI American Concrete Institute

ACNM Associated Contractors of New Mexico

ACP Asbestos Cement Pipe

ACPA American Concrete Pipe Association

Assessment District

AGC Associated General Contractors of America, Inc.
AIEE American Institute of Electrical Engineers
AISC American Institute of Steel Construction
ANSI American National Standards Institute
APWA American Public Works Association
AREA American Railway Engineering Association
ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers

Asph Asphalt

ΑD

ASTM American Society for Testing and Materials
AWG American Wire Gage (Nonferrous Wire)
AWPA American Wood Preservers Association
AWPI American Wood Preservers Institute

AWS American Welding Society

AWWA American Water Works Association BC Beginning of Curve or Back of Curb

BCR Beginning of Curb Return or Back of Curb Radius

BM Bench Mark

BWG Birmingham Wire Gage (Iron and Steel Wire)

Catch Basin CB C.C. or C/C Center to Center Cem Cement CF Curb Face CI Cast Iron CIP Cast-iron Pipe CIPP Cast-in-Place Pipe C.L. or CL Center Line

CMP Corrugated Metal Pipe
CMPA Corrugated Metal Pipe Arch

CO Clean Out
Col Column
Conc Concrete
Const Construct
DF Douglas Fir

DG Decomposed Granite
DMH Drop Manhole
D/W Driveway
EC End of Curve
EL.or Elev Elevation
Ex.or Exist Existing

F & C Frame and Cover
FH Fire Hydrant
FL Flow Line
F1.E1 Floor Elevation

FS Federal Specification of Finished Surface

FHWA Federal Highway Administration, Department of Transportation

Galv Galvanized
GL Ground Line
Gr Grade
H Height or High

HC House Connection Sewer

Hor Horizontal
ID Inside Diameter

Inv Invert IP Iron Pipe

ITE Institute of Transportation Engineers

Lin Linear Liquid Limit LL Longitudinal Maximum Long Max MH Manhole Thousand M Meter or Middle m Minutes or Minimum Min Mon Monolithic or Monument

MTD Multiple Tile Duct
MUTCD Manual on Uniform Traffic Control Devices, latest edition

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NFPA National Fire Protection Association

NGS National Geodetic Survey

NMSA New Mexico Statutes Annotated, 1978 Compilation

NMSHTD New Mexico State Highway and Transportation Department

OC On Center

OD Outside Diameter
PC Point of Curvature

PCC Point of Compound Curve or Portland Cement Concrete

Pl Point of Intersection or Plasticity Index

PL Property Line or Plastic Limit

PP Power Pole
ppm Parts per Million
PRC Point of Reverse Curve
Prop Proposed or Property
psf Pounds per Square Foot
psi Pounds per Square Inch
PT Point of Tangency
Pvmt Pavement

PVCP Polyvinylcloride Pipe

Q Rate of Flow Radius

RC Reinforced Concrete
RCP Reinforced Concrete Pipe

Rdwy Roadway
Ret.Wall Retaining Wall

RGRCP Rubber Gasket-Reinforced Concrete Pipe

R/W Right-of-Way s Slope

SAE Society of Automotive Engineers

San Sanitary

SCCP Steel Cylinder Concrete Pipe

SD Storm Drain
Sdl Saddle
Sect Section
Spec Specifications
Sp.MH Special Manhole
San.S Sanitary Sewer
St Street

Sta Station
Std Standard

T Tangent Distance

TH Test Hole TMH Trap Manhole

UL Underwriters' Laboratories, Inc.

USA United States of America Standards Institute, Inc.

V Velocity
VC Vertical Curve
VCP Vitrified Clay Pipe

VCP Vitrified Clay Pipe
VCPI Vertical Curve Point of Intersection

Vert Vertical W.I Wrought Iron

All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

<u>Definitions</u> - Wherever used in these Conditions of Contract or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

<u>Agreement</u> - The executed written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement. (Form AF-10)

Application for Payment - The form furnished by OWNER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

<u>Bid</u> - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bid Bond - (See Proposal Guarantee)

Bid Proposal - (See Proposal)

<u>Bidder</u> - Any person, firm, or corporation submitting a Bid for the Work.

Board - The Governing Body of the OWNER or Contracting Agency.

<u>Bonds</u> - Bid, performance, and labor, material and tax payment bonds and other instruments of security, furnished by CONTRACTOR and his Surety in accordance with the Contract Documents. (Forms AF-6, AF-11, and AF-12)

<u>Building Code</u> - Reference to Building Codes or City ordinances shall mean the Uniform Building Code or the Farmington City Code, as most recently adopted, revised or modified, including the sidewalk and driveway ordinance. As outlined in the abbreviations the UBC, UMC, UPC, NEC and UFC are the minimum standards that any building or structure will be built to.

<u>Calendar Day</u> - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

<u>Change Order</u> - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement. (Form AF-15)

City - The city of Farmington, New Mexico; same as OWNER.

<u>City of Farmington Technical Specifications and Construction Standards</u> - latest revision, available for a nominal fee through the City Public Works Department, 2nd Floor, 805 Municipal Drive, Farmington, NM 87401.

<u>Conditions of Contract</u> - Conditions which apply to all projects and which can be modified by Special Conditions.

<u>Contract - (Same as Agreement)</u> - The entire agreement between CONTRACTOR and OWNER, including the Advertisement for Bids, Instructions to Bidders, Bid Proposal, Proposal Guarantee, Agreement, Performance Bond, Labor, Material and Tax Payment Bond, Notice of Award, Notice to Proceed, Conditions of Contract, Special Conditions, Drawings, Specifications and all Addenda, as prepared by the City of Farmington, all of which are made a part of the Agreement.

<u>Contract Documents</u> - Including but not limited to the following documents which form the Contract:

- A. Invitation to Bid (Form AF-1(a))
- B. Contractor's Checklist (Form AF-1(b))
- C. Advertisement for Bids (Form AF-2)
- D. Bid Proposal (Form AF-3)

- E. Bidder's Estimate of Taxes (Form AF-4)
- F. Contractor's List of Subcontractors (Form AF-5)
- G. Bid Bond (Form AF-6)
- H. Statement of Bidder's Qualifications (Form AF-8)
- I. Notice of Award (Form AF-9)
- J. Agreement (Form AF-10)
- K. Performance Bond (Form AF-11)
- L. Labor, Material and Tax Payment Bond (Form AF-12)
- M. Certificate of Insurance (Acord Form 25)
- N. Notice to Proceed (Form AF-14)
- O. Change Order (Form AF-15)
- P. Certificate of Substantial Completion (Form AF-16)
- Q. Resident Contractor Preference (Form AF-17)
- R. Release and Waiver of Liens (Form AF-18)
- S. Subcontractor's Release and Waiver of Liens
 - (Form AF-19)
- T. Contractor's Statement Concerning Claims (Form AF-20)
- U. Waiver for Partial Payments (Form AF-21)
- V. Drug Free Workplace Certification (Form AF-25)
- W. Contractor Safety Certification (Form AF-26)
- X. Minimum Wage Rates
- Y. Special Conditions
- Z. Technical Specifications
- aa. Drawing(s)
- ab. Addenda
- ac. Purchase Order

<u>Contract Price</u> - The total monies payable to CONTRACTOR under the Contract Documents, or the price established for each of the payment items listed in the Bid Proposal (Form AF-3), as the context indicates.

<u>Contract Time</u> - The number of days stated in the Invitation to Bid (Form AF-1(a)) for the completion of the Work, computed as provided in paragraph 17.2.

Contracting Agency - (See OWNER)

<u>Contractor</u> - The person, firm, or corporation with whom OWNER has executed the Agreement.

Day - (See Calendar Day)

<u>Designated Representative</u> - Authorized representative designated by the Engineer to authorize or approve Work (i.e. OWNER's employee or outside consultant).

<u>Drawings or Plans</u> - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the OWNER and are referred to in the Contract Documents.

<u>Dispute</u> - Lack of agreement between any parties that have any obligations, duties or responsibilities under the terms of the Contract.

<u>Engineer</u> - The OWNER's employee responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

Extra Work - Such additional labor, materials, equipment, and other incidentals, as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications or is authorized by the OWNER in addition to that Work called for in the Drawings and Specifications.

<u>Field Order</u> - A written order issued by OWNER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2.

Force Majeure - An act of God, earthquake, flood, cyclone or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the locality where the Work is to be performed, but which might reasonably have been anticipated from historical records of the general locality shall not be construed as an act of God. Additionally, the act of the public enemy, fire, explosion, perils of the sea, war, riot, sabotage, acts of governmental authorities, embargo, or any other circumstances of like or different character beyond the reasonable control of the CONTRACTOR, or by interruption or delay in transportation, labor trouble of a supplier from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede or compliance with any order or request of any governmental officer, department, agency or committee shall further be considered as a force majeure. Provided; however, that any failure which CONTRACTOR intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by OWNER if CONTRACTOR has given OWNER written notice of intention to rely upon such act within ten (10) days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer and any additional time necessary shall be fixed by the OWNER, which determination shall be final.

<u>General Conditions</u> - A term having the same meaning as the term Conditions of Contract.

<u>General Provisions</u> - A term having the same meaning as the term Conditions of Contract.

<u>Holiday or Legal Holiday</u> - Any Calendar Day observed or authorized by the Contracting Agency as a non-working holiday.

<u>Inspector</u> - The Engineer's authorized representative assigned to make detailed inspections of Contract performance.

<u>Laboratory</u> - An independent materials testing laboratory operated as a commercial testing laboratory under the direct supervision of a licensed professional engineer in the State of New Mexico.

<u>Liens</u> - The term liens shall include material liens, mechanic liens, liens of taxing authority, security interests, encumbrances, and all claims including those made pursuant to the "Little Miller Act" (Section NMSA 13-4-18 through 13-4-20).

<u>Modification</u> - (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by Engineer, or (d) a written order for a minor change or alteration in the Work issued by Engineer pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction. Reference to NMSHTD, Standard Specifications shall be construed to mean New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, latest edition thereof.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him. (Form AF-9)

Notice to Proceed - A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents. (Form AF-14)

<u>Owner</u> - For the purpose of this contract, the OWNER shall be the City of Farmington.

<u>Payment Item</u> - The estimated quantities of items listed in the Bid Proposal (Form AF-3) of these specifications for which the CONTRACTOR will be paid at the unit bid prices.

<u>Person</u> - Any individual, firm, association, partnership, corporation, trust, or joint venture.

<u>Project</u> - The entire construction to be performed as provided in the Contract Document.

<u>Proposal</u> - The offer of a Bidder, on the prescribed form, to perform the Work and to furnish the labor and materials at the prices quoted. (Form AF-3)

<u>Proposal Guarantee</u> - Cash, certified check, cashier's check, money order, or Bidders' Surety Bond executed by a bona fide Surety Company, which is authorized to transact business in the State of New Mexico accompanying the proposal as a guarantee that the Bidder, if awarded the contract, will enter into the Contract with the OWNER for the performance of the Work. (Form AF-6)

Reference Specifications, Test Methods, and Applicable Codes - All standard specifications and test methods of any society, association, or organization referred to in these Contract Documents are made a part of the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made). Reference to such standards refer to the latest published issues as of the date of the Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

<u>Resident Project Representative</u> The authorized representative of OWNER who is assigned to the Project site or any part thereof.

<u>Roadway</u> - That portion of the right-of-way or easement intended for use by vehicle traffic.

<u>Rock Excavation</u> - The use of high explosives, pneumatic or hydraulic equipment in trenching operations as determined by the Engineer.

<u>Service Connection</u> - All or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a meter box or property line of an individual user.

<u>Shop Drawings</u> - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

<u>Special Conditions</u> - Conditions which are written for a specific Project and which modify any section or paragraph of the Condition of Contract.

<u>Specifications</u>, <u>also Technical Specifications</u> - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work.

State - The State of New Mexico.

<u>Street</u> - Any road, highway, parkway, freeway, alley, walk, or way including all area within the right-of-way.

<u>Subcontractor</u> - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

<u>Substantial Completion</u> - The date as certified by OWNER when the construction of the Project or a specified part thereof is sufficiently completed, all punch list items completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such

certification, the date when final payment is due in accordance with paragraph 14.12. (Form AF-16)

<u>Supplementary Specifications</u> - Specifications which are written to modify any section or paragraph of the Technical Specifications of this document.

<u>Surety</u> - The bondsman, party or parties who may guarantee the fulfillment of the Contract by Bond.

<u>Units of Measurement</u> - Measurements shall be in accordance with U.S. Standard Measures. A pound shall be avoirdupois. A ton shall be 2,000 pounds. The unit of liquid measure shall be the U.S. gallon.

<u>Utility</u> - Overhead or underground wires, pipe lines, conduits, ducts or structures, operated and maintained in or across a public right-of-way or easement or private easement.

- A. Public Utility Owned and operated by a municipality or another political subdivision of the State.
- B. Private Utility Owned and operated by a private company or corporation.

<u>Work</u> - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

Worksite - The specific location of the Project.

SECTION 2 - Preliminary Matters

- 2.1. Execution of Agreement The Agreement and such other required Contract Documents will be signed by the CONTRACTOR and returned to the OWNER within ten (10) days after the Notice of Award has been received by the CONTRACTOR. If the Contract is not executed by the OWNER within thirty (30) days following receipt from the CONTRACTOR of the signed Agreement and other required Contract Documents, the CONTRACTOR shall have the right to withdraw the Proposal without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.
- **2.2. Delivery of Bonds** When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with paragraph 5.1.
- **2.3. Copies of Documents** OWNER shall furnish to CONTRACTOR one fully executed copy of the Contract Documents unless otherwise provided in the Special Conditions. Additional copies will be furnished upon request.
- CONTRACTOR'S Pre-Start Representations CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.5. Commencement of Contract Time; Notice to Proceed The Contract Time will commence to run on the day indicated in the Notice to Proceed.

- **2.6.** Starting the Project CONTRACTOR shall start to perform his obligations under the Contract Documents within ten (10) days of the date when the Contract Time commences to run. No Work shall be done at the Worksite prior to the date on which the Contract Time commences to run unless authorized by the Engineer.
- 2.7. Before Starting Construction Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall immediately report in writing to OWNER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.
- 2.7.1. Within ten (10) days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to OWNER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing Submissions.
- 2.7.2. Within twenty (20) days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the Worksite, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, Resident Project Representative, CONTRACTOR and his Superintendent.
- 2.7.3. The award of Contract, if it be awarded, will be made to the lowest responsible and qualified Bidder whose Proposal complies with all the requirements prescribed, for the Work at all locations shown on the plans and called for on the Bid Proposal.

SECTION 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

- **3.1.** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.
- The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to OWNER's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- **3.3.** It shall be the CONTRACTOR's responsibility to advise the OWNER no later than ninety-six (96) hours prior to the Bid opening date of conflicting requirements, or missing information which requires clarification of the Specifications.

SECTION 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

- 4.1. Availability of Lands OWNER shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Section 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- **4.2. Physical Conditions** The OWNER will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in OWNER's office. OWNER does not warrant that these surveys, tests and reports are in any way indicative of the actual conditions existing on the Worksite.
- 4.3. Unforeseen Physical Conditions CONTRACTOR shall promptly notify OWNER in writing of any subsurface or latent physical conditions at the Worksite differing materially from those indicated in the Contract Documents. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to CONTRACTOR. If OWNER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.
- Reference Points The OWNER will provide construction staking and surveying from base lines, grades, and bench marks shown on the plans or established by the OWNER. Any discrepancies in design or base lines and grades revealed in construction operations shall be brought to the OWNER's attention immediately for correction or clarification. If the CONTRACTOR elects to proceed with construction before such corrections or clarifications are made, he shall do so at his own risk and expense, pending approval by the OWNER. Restaking or resetting of horizontal and vertical control points due to CONTRACTOR's negligence in preserving stakes or horizontal or vertical control points shall be at the CONTRACTOR's expense. The CONTRACTOR shall arrange his requests for staking so that, insofar as possible, the OWNER will be able to stake out in advance to avoid having the survey crew waiting "on call" for minor staking. At least 48 hours' notice shall be given the OWNER for commencement of staking, with sufficient time allowed for completion of staking requirements prior to commencement of the particular construction work.

The CONTRACTOR shall not move or disturb any monuments or other survey markers until the OWNER has referenced them and has given permission to move them. CONTRACTOR shall report to the OWNER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved.

SECTION 5 - BONDS AND INSURANCE

Bonds - CONTRACTOR shall furnish a performance and a 5.1. labor, material and tax payment bond upon the forms specified in the Contract Documents as security for the faithful performance and payment of all obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price and (except as may be otherwise provided in the Special Conditions, or by proper modification) with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of Department of the Treasury's Listing of Approved Sureties (Department Circular 570), latest revision, as published by the U.S. Treasury Department, Financial Management Service. The performance bond shall remain in effect through the Guarantee Period. (See paragraph 13.10) The Surety on the performance bond shall furnish a waiver whereby it consents to the progress or partial payment to the CONTRACTOR of amounts for materials under the provisions of paragraph 14.1.1 of these Conditions of Contract and acknowledges, in accordance with paragraphs 14.9 and 14.14 of said Conditions of Contract, that such payment, whether or not in strict compliance with these provisions shall not preclude or stop the OWNER from showing the true character and quantity of the materials furnished or from recovering from the CONTRACTOR or his sureties such damages as the OWNER may sustain by reason of deficiency in quantity or quality of the materials with respect to which a progress payment was

If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

- **CONTRACTOR's Commercial General Liability Insurance -**CONTRACTOR shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease, or death of any person including claims insured by personal injury liability coverage, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from CONTRACTOR's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for collapse (C), explosion (X), and underground (U) property damage; independent contractors, products/completed operations, contractual liability, broad form property damage, personal injury and assault and battery.
- 5.2.1 CONTRACTOR'S Builder'S Risk: CONTRACTOR shall purchase and maintain all risk insurance (Builder's Risk) upon the entire WORK at the site as well as upon materials and equipment in temporary storage both on and off the site with coverage limits equal to the CONTRACT PRICE.
- **5.3.** Contractor's Automobile Liability Insurance CONTRACTOR shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, vehicles, both on and off Work, arising from or in any way related to or as the result of CONTRACTOR's operations under the Contract Documents, whether such operations be by the CONTRACTOR or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

5.4. CONTRACTOR's Workers' Compensation and Employers Liability Coverage

- 5.4.1. The CONTRACTOR shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and CONTRACTOR shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Section 52-1-10 NMSA 1978 for safety devices. If the CONTRACTOR elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the Work is to be sub-let, the CONTRACTOR shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such Work. The OWNER, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the CONTRACTOR to comply with the provisions of this paragraph.
- 5.4.2. In case any class of employee is not protected under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the OWNER against any claims resulting from injuries to and death of workers engaged in Work under this contract.
- **5.5.** Coverage Limits Insurance coverage limits required to be carried by the CONTRACTOR under this Section shall be as follows:
- 5.5.1. CONTRACTOR'S Commercial General Liability Insurance and CONTRACTOR'S Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:
 - 5.5.1.1. Combined Single Limit coverage of \$1,000,000
- 5.5.2 CONTRACTOR's Workers Compensation coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the New Mexico Tort Claims Act or \$1.000.000.
- 5.5.3. OWNER's protective liability insurance limits shall be the same as specified in subsection 5.5.1. for CONTRACTOR's Commercial General Liability Insurance.
- 5.6. Certificates of Insurance CONTRACTOR shall include as part of the Contract Documents certificates of insurance on forms acceptable to the OWNER. The Certificates of Insurance shall evidence that all coverages, limits, and endorsements required herein are in full force and effect. Such Certificates of Insurance shall also reference this Agreement/Contract number. With respect to any insurance policy referenced on a Certificate of Insurance, CONTRACTOR will (or he will cause the respective insurance carrier to) provide the OWNER with a minimum thirty (30) calendar days written notice in the event of cancellation, termination, non-renewal, or any other material change. Any such notice shall also include copies of the non-renewal or cancellation notice originated by the insurance carrier. Written notice may be submitted via fax, courier, or postal service, in accordance with the notice provision herein.
- 5.7. Owner's Protective Liability Insurance The CONTRACTOR shall procure and maintain during the life of the contract an Owner's protective liability insurance policy. The policy will be written with the OWNER as the named insured and will provide coverage for the OWNER's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the Work to be performed. The policy shall provide the minimum limits as specified in the Contract Documents (except as may be otherwise specified in the Special Conditions or by proper Change Order).
- **5.8.** Additional Bonds and Insurance Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as OWNER may require. If such other Bonds or such other insurance are specified by

written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in paragraph 6.7).

- 5.9. OWNER Named as Additional Insured, Cross Liability Provisions, and Waiver of Subrogation The OWNER shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation and Commercial General Liability Insurance coverage shall include a waiver of subrogation in favor of the OWNER.
- In General It is the intent of the specifications of insurance requirements above that the CONTRACTOR shall maintain in force the broadest commonly available coverage against the risks and perils listed above, in the Special Conditions, or in Instructions pursuant to Paragraph 5.8 above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve CONTRACTOR from its duty to maintain such insurance. Review of CONTRACTOR's insurance by the OWNER shall not relieve or increase the liability of CONTRACTOR. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of CONTRACTOR under those documents. In each insurance policy, CONTRACTOR shall provide either in printed text or by endorsement that it shall be primary with respect to the interest of the OWNER, and any insurance maintained by the OWNER is in excess and not contributory to CONTRACTOR's insurance policies regardless of any like insurance coverages that the OWNER may have. Nothing in this Agreement/Contract shall be deemed to limit CONTRACTOR's liability under this Agreement/Contract to the limits of the insurance coverages required hereunder. CONTRACTOR shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1. Supervision and Superintendence - CONTRACTOR shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 6.2. CONTRACTOR shall keep on the Worksite at all times during its progress a competent resident superintendent, who shall be on twenty-four (24) hour call until completion of the Work, and shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Worksite and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
- 6.2.1. The CONTRACTOR shall provide to the OWNER the name and telephone number of the resident superintendent and a telephone number at which the superintendent can be contacted twenty-four (24) hours a day until completion of the Work, and a list of key personnel and telephone numbers for use in case of emergencies.
- **6.3. Labor, Materials, and Equipment** CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Document. He shall at all times maintain good discipline and order at the Worksite.
- **6.4.** CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

Necessary sanitary conveniences for the use of the laborers on the Project, properly secluded from public observation, shall be provided and maintained in sanitary condition by the CONTRACTOR and their use shall be directly enforced.

- **6.5.** All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 6.5.1 Where applicable, materials used in this project shall comply with the Public Works Contracts, Sections 13-4-5 through 13-4-9, Use of New Mexico Materials.
- **6.6.** All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.
- Substitute Materials or Equipment If the Specifications, laws, ordinances or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall, prior to the conference called for by paragraph 2.7.2, make written application to OWNER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of OWNER who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance quarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR's expense.
- 6.8. Concerning Subcontractors - CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person, or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER, after due investigation, has reasonable objection to any Subcontractor, other person, or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

CONTRACTOR shall not be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER make any substitution for any Subcontractor, other person, or organization who has been accepted by OWNER.

6.9. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any monies due any Subcontractor or other person or

organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

- **6.10.** The sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade
- **6.11**. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.
- 6.12. Patent Fees and Royalties - CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of OWNER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER or anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend all such claims in connection with any alleged infringement of such rights.
- **6.13. Permits and Licenses** CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. CONTRACTOR shall also pay all public utility charges.
- 6.13.1. The CONTRACTOR shall, upon request by the OWNER, be prepared to present evidence of current State of New Mexico Contractor's License and a City of Farmington, New Mexico occupation license or business registration.
- **6.14.** Laws and Regulations CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give OWNER prompt written notice thereof; and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to OWNER, he shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.
- **6.15.** Taxes CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws.

Pursuant to Section 13-1-108 NMSA 1978, the total amount Bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The OWNER will reimburse CONTRACTOR for any taxes due on the Contract including any increase in applicable taxes which become effective after the date the Contract is entered into. Taxes shall be shown as a separate amount on each billing or request for payment and shall separately identify each tax being billed.

To assist the OWNER with budget preparation, the Bidder shall complete the Bidder's Estimate of Taxes (Form AF-4) and shall identify by name each tax Bidder believes to be applicable to this Contract and shall estimate the amount of each tax which will be charged on the entire contract.

If applicable, OWNER may elect to perform a cost segregation study for New Mexico gross receipts tax deduction purposes relative to gross receipts taxes paid on a facility construction project under this Contract. Cost segregation in general, is the process of identifying and classifying building property components as tangible personal property due to the ability to depreciate said components over a shorter life span when the identified assets are able to meet criteria established under federal case law and treasury regulations. A cost segregation analysis seeks a deduction for gross receipts taxes paid on the sale of certain assets identified through the study as tangible personal property. OWNER will notify CONTRACTOR if it has decided to perform a cost segregation analysis on this facility construction project and CONTRACTOR agrees to cooperate in providing the necessary information required for the cost segregation study. OWNER may hire a third party provider (hereafter "Provider") to perform this analysis (in whole or in part) on OWNER's behalf and CONTRACTOR agrees to cooperate with such Provider (to be named at an appropriate time).

6.16. Use of Premises - CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

The CONTRACTOR shall not trespass upon public or private property without permission to do so and shall, at all times, take proper precautions to protect public and private property from damage. Means of ingress and egress shall be provided for all persons living and working on streets in which Work is being done. All sidewalks, public walkways and drainage gutters; drainage ways shall be open, and fire hydrants and water system valves shall be left accessible for use at all times.

The CONTRACTOR shall never unnecessarily interfere with or interrupt the services of any public utility having property within or adjacent to the streets, alleys and easement involved in the Work and shall take all necessary precaution and effort to locate and protect all underground conduit, cables, pipes, water mains, sewers, structures, gas lines, trees, monuments, power lines, telephone and telegraph lines, traffic control devices and other structures, both below and above ground. He shall give all Public Utility Companies a reasonable notice in writing, in no event less than forty-eight (48) hours, for any Work that he contemplates which would interfere in any way whatsoever with the service of any existing public utility and OWNER owned facilities. If such public utility does not cooperate for the protection of its service, the CONTRACTOR shall promptly notify the OWNER's Inspector. Utility lines shall be located by the CONTRACTOR far enough in advance of construction Work in order that the owner of such lines may raise, lower, realign or remove lines and structures, if necessary, and in order that the OWNER may make any line and grade changes necessary should the existing utility lines conflict with the Work under construction providing such adjustments do not materially affect the Work. The CONTRACTOR shall immediately report any damages to property to the company or owner involved and to the OWNER.

6.16.2. Underground Structures - It shall be the responsibility of the CONTRACTOR to locate each and every utility in advance of construction to preclude damage to these lines. The appropriate utility company shall be notified a minimum of forty-eight (48) hours in advance of the construction, and any damage resulting from construction shall be the responsibility of the CONTRACTOR.

Any interference with, or damage to, either underground or above ground utilities of any nature shall be the CONTRACTOR's legal and financial responsibility, saving the OWNER harmless from any or all claim resulting from damage to these utilities by reason of his operations incidental to the Work.

Notification shall be made through use of the "New Mexico One Call" by calling (telephone number 1-800-321-2537) or by direct call to appropriate utility company.

COLOR CODING FOR THE BLUE STAKE PROGRAM

White..... City of Farmington Traffic Red...... City of Farmington Electrical Green..... City of Farmington Sewer

Blue...... City of Farmington Water Orange... Telephone Co. & Cable Television

Yellow.... Gas Company of New Mexico

In the event that a utility is disclosed during excavation that requires additional Work on the part of the CONTRACTOR for its maintenance, relocation or support, the following procedures will apply:

6.16.2.1. When a utility is found to occupy the space to be occupied by a part of the permanent Works to be constructed, or when the utility is, in the opinion of the Inspector, in such close proximity to the new Work as to require the relocation or alteration of this utility, the OWNER will arrange for such relocation or alteration.

6.16.2.2. With the exception of Service Connections, when a utility lies within the excavation, but does not intercept the permanent Work to be constructed, the CONTRACTOR shall maintain the line in place. All costs for such work shall be borne by the CONTRACTOR.

6.16.3. Traffic Control and Work in the Right-of-Way

6.16.3.1. The CONTRACTOR shall conduct his operation to cause the minimum inconvenience to traffic and shall provide, and continually maintain (except during the time of paving), a smooth and drained street over which vehicular traffic can move safely and under its own power, regardless of weather conditions. These provisions apply to continuous use by traffic both day and night.

At the pre-construction conference, the CONTRACTOR shall designate one of his employees, other than the Superintendent, to be responsible for traffic control. This responsibility shall include the CONTRACTOR's signing and all other details covered by the Specifications which contribute to the comfort and safety of the traveling public.

Work in the travelway must meet the requirements set forth in the $\ensuremath{\mathsf{MUTCD}}.$

After backfilling of the trench and prior to repaving of the streets, it shall be the responsibility of the CONTRACTOR to maintain relatively smooth access to driveways.

The CONTRACTOR shall construct and maintain temporary crossings, complete with flagmen, whenever necessary to expedite the Work or to maintain traffic. Temporary crossings shall be of ample size to carry safely the loads which will use them. The cost of labor, materials, tools, and equipment for traffic control shall be the responsibility of the CONTRACTOR, and no separate or additional payment will be made, unless otherwise specified.

6.16.3.2. Maintenance of Right-of-Way During Construction: The CONTRACTOR shall keep all travel lanes, ditches, gutters, medians and drop inlets clean of debris and maintained during construction until final acceptance.

The CONTRACTOR shall provide, when required, a safe substitute route (detour) for any public right-of-way obstructed or occupied by his operations and shall erect and maintain all necessary barricades, warning, signs, detour signs, route signs, route markers, according to plans approved by the Engineer and as specified herein. He shall take all necessary precautions for the protection of the Work and the safety of his employees and of the public.

The CONTRACTOR shall provide suitable means, by sprinkling or otherwise, for the abatement of dust conditions in the construction area and on access and detour roads.

Whenever a street or thoroughfare is to be closed or to be partially closed, the CONTRACTOR shall notify the Engineer or his Designated Representative, phone number (505) 599-1311 of such closing and the length of time the street will be closed to traffic. This notice shall be given forty-eight (48) hours prior to closing, and at that time, a detour plan shall be submitted for approval to the Engineer. In order that the traveling public and business establishments along the streets be inconvenienced as little as possible, the CONTRACTOR shall restore the street surface as

quickly as possible. The CONTRACTOR shall notify the Engineer prior to the opening of any street after a street has been closed for any length of time.

If CONTRACTOR fails to comply with orders of the Engineer regarding repaving, the Engineer may require the CONTRACTOR to cease progress on any or all parts of the Work under Contract until the unsatisfactory condition is corrected. The Engineer may order such repaving work to be performed by others, and the costs of this repaving may be deducted from payments due the CONTRACTOR. No additional compensation will be allowed as a result of such suspension.

The CONTRACTOR shall contact the Engineer in writing or in person forty-eight (48) hours prior to the beginning of construction work on any public street, alley or easement, which in any manner will interfere with traffic. Together, they shall establish an orderly sequence of construction operations which will minimize interference with traffic.

Excavated material shall be placed along the line of Work in a manner to cause as little inconvenience as possible to public travel and access to abutting property.

6.16.3.3. Barricades and Warning Signs: The CONTRACTOR shall at his expense and without further order other than the awarding of the contract, provide, erect and maintain at all times during the process of the Work or during a temporary suspension of Work, barricades, warning signs and other approved protection.

Warning Signs shall be placed in accordance with the latest edition of part VI of the MUTCD. The furnishing, installing and maintaining of traffic control devices, the furnishing and equipping of flagmen shall be considered incidental to the completed Work and no payment will be made therefore.

Failure to comply with barricading requirement: After more than two warnings, should the CONTRACTOR fail to install and maintain the necessary barricading the OWNER will install and maintain the required barricading. Fee for this work will be charged against the Project and deducted from the next Application for Payment. The fee will be determined by the prevailing barricade rental and maintenance rates.

- 6.16.3.4. Project Sign: Each Worksite shall display a weatherproof sign which shall be carefully maintained during the life of the contract. Signs shall not be smaller than 2' x 4' except to meet special requirements and will be placed at the end of the Project. The signs will state the contractor's name, Work being done for the OWNER and applicable Contract number. No other information shall be included on Project signs. All costs for such work shall be borne by the Contractor.
- **6.17.** The CONTRACTOR shall restore at his own expense any public, City owned, or private property damage for which he is directly or indirectly responsible to a condition equal to that existing before damage. If he fails to do so, or refuses to do upon notice, the OWNER may cause such restoration and deduct cost from monies due, or which may become due the CONTRACTOR.
- 6.17.1. CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.
- 6.17.2. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.
- **6.18.** Record Drawings CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the Worksite in good order and annotated to show all changes made during the construction process. These shall be provided to OWNER and shall be delivered to him upon completion of the Project and prior to final payment.

- **6.19. Safety and Protection** -The safety provisions of applicable federal, state and municipal laws, ordinances, and regulations, building and construction codes shall be observed and adhered to. Machinery, equipment and other physical hazards shall be guarded or eliminated in accordance with the safety provisions of the <u>Manual of Accident Prevention in Construction</u>, published by the Associated General Contractors of America, and Federal Regulations (OSHA), to the extent that such provisions are not incompatible with existing applicable laws and regulations. Every precaution shall be exercised at all times by the CONTRACTOR and his Subcontractors for the protection and safety of employees, OWNER personnel, and other persons including children on or near the Project. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:
- 6.19.1. all employees on the Worksite and other persons who may be affected thereby;
- 6.19.2. all the Work and materials or equipment to be incorporated therein, whether in storage on or off the Worksite; and
- 6.19.3. other property at the Worksite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction Work and shall give owners of such property at least twentyfour (24) hours notice of the commencement of Work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. All damage, injury, or loss to any property referred to in subparagraph 6.19.2 or 6.19.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except damage or loss attributable to the fault of drawings or Specifications or to the acts or omissions of OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that Work is acceptable.

Additional and more specific requirements may be made in the specifications which form a part of this contract; however, such requirements shall always be in addition to, and not in lieu of, the provisions of this section. The CONTRACTOR shall conduct his construction operations and control the storage of equipment and materials on the job in such a manner as to prevent the maintaining of an attractive nuisance which may encourage children to play in and about the Work area. The precautions shall be taken on no further order from the OWNER other than the execution of these Contract Documents by the CONTRACTOR.

- **6.20.** CONTRACTOR shall designate a responsible member of his organization at the Worksite whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.
- **6.21. Emergencies** In emergencies affecting the safety of persons or the Work or property at the Worksite or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract

Documents caused thereby; and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Section 11 and 12.

- **6.22.** Shop Drawings and Samples After checking and verifying all field measurements, CONTRACTOR shall submit to OWNER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.7.1), five copies (or, at OWNER's option, one reproducible copy) of all Shop Drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as OWNER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable Engineer to review the information as required.
- **6.23**. CONTRACTOR shall also submit to OWNER for approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.
- **6.24.** At the time of each submission, CONTRACTOR shall in writing call Engineer's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- The OWNER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by OWNER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by OWNER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to owner that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.
- **6.26**. Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by OWNER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the Worksite and shall be available to OWNER.
- **6.27.** OWNER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called OWNER's attention to such deviation at the time of submission and OWNER has given written approval to the specific deviation, nor shall any approval by OWNER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.
- **6.28.** Cleaning Throughout the period of construction, the CONTRACTOR shall keep the Worksite free and clean from all rubbish and debris. The CONTRACTOR shall promptly clean up all or any portion of the Worksite when notified to do so by the OWNER. Adjacent streets and highways shall be kept free of dirt and litter from CONTRACTOR's handling operations. The CONTRACTOR shall take reasonable precautions to protect private property adjacent to the Project from such nuisances as dust and dirt, rock and excessive noise. Care shall be taken to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on streets due to the CONTRACTOR's operations shall immediately be cleaned up. The CONTRACTOR shall

promptly remove from any parts of the working area all unused materials, surplus earth, and debris, to the end that construction areas are returned to a clean, neat, and acceptable condition at the earliest time following completion of the Work.

In the event that the CONTRACTOR fails to comply with orders of the OWNER regarding cleanup, the OWNER may require the CONTRACTOR to cease progress on any or all parts of the Work under Contract until the unsatisfactory condition is corrected. The OWNER may order such cleanup work performed by others and the costs therefor deducted from payments due the CONTRACTOR. No additional compensation will be allowed as a result of such suspension.

Salvageable Material: All material deemed salvageable from existing OWNER facilities, which are to be abandoned shall remain the property of the OWNER. Salvageable materials shall be delivered to the Municipal Operation Center (MOC). The Engineer will determine the location for disposition of salvageable material. Material deemed not salvageable shall be the CONTRACTOR's property and shall be disposed of in accordance with Local, State and Federal Rules, Regulations and Laws.

- 6.28.1. During all phases of the construction Work, the Contractor shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory to the Engineer.
- **6.29. Indemnification** CONTRACTOR shall indemnify and hold harmless OWNER and its agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work by the CONTRACTOR, to the extent that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, except as limited by paragraph 6.31.
- **6.30.** In any and all claims against OWNER or his agent or employees by and employees of CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.29 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- **6.31**. The obligations of CONTRACTOR under paragraph 6.29 shall not extend to the liability of OWNER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications by the OWNER or the agents or employees of the specifications by the OWNER or the agents or employees of the OWNER, or (b) the giving of or the failure to give directions or instructions by OWNER, his agents, or employees where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- **6.32.** Continuing the Work CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

SECTION 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by himself, or he may let other related direct contracts which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for

the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate CONTRACTOR'S work with theirs.

- **7.2.** If any part of CONTRACTOR's Work depends for proper execution of results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to OWNER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to report shall constitute an acceptance of the work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.
- 7.3. CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter other contractor's work with the written consent of OWNER and of the other contractors whose work will be affected.
- 7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him an additional expense or entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Sections 11 and 12.

SECTION 8 - OWNER'S RESPONSIBILITIES

- **8.1.** OWNER shall issue all communications to CONTRACTOR through the Engineer or other Designated Representative.
- **8.2.** In case of termination of the employment of the Engineer, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer. Any Dispute in connection with such appointment shall be subject to arbitration.
- **8.3.** OWNER shall furnish the data required of it under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.6.3 and 14.12.
- **8.4.** OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the Worksite or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications.
- **8.5.** In addition to its rights to request changes in the work in accordance with Section 10, OWNER (especially in certain instances as provided in paragraph 10.4) shall be obligated to execute Change Orders.
- **8.6.** OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.2.
- **8.7.** In connection with OWNER's right to stop work or suspend work, see paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

SECTION 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. To prevent delays and Disputes, and to discourage litigation, the parties to this Contract agree that the Engineer or other Designated Representative shall determine the quantities of work which are to be paid for under the Contract, and shall determine all questions in relation to the work. If the Designated Representative is other than an engineer normally employed by OWNER, the Special Conditions or an Addendum will specify that person's duties relative to those specified for the Engineer under this Contract.

SECTION 10 - CHANGES IN WORK

- **10.1.** Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Section 11 or Section 12 on the basis of a claim made by either party.
- **10.2.** OWNER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

If CONTRACTOR believes that any minor change or alteration authorized by OWNER entitles him to an increase in Contract Price, he may make a claim therefor as provided in Section 11.

- **10.3.** Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Paragraph 6.21 and except as provided in paragraphs 10.2 and 13.7.
- **10.4.** OWNER shall execute appropriate Change Orders covering changes in the Work to be performed as provided in paragraph 4.3 and Work performed in an emergency as provided in paragraph 6.21 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by OWNER.
- **10.5.** It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER upon request.

SECTION 11 - CHANGE OF CONTRACT PRICE

- **11.1.** The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by OWNER. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. Failure to comply with the time requirements in this Paragraph operates as an express waiver of any right to make a claim for adjustment in the Contract Price. Contractor's signature on a Change Order acts as an express waiver to seek any additional costs or time as a result of the work described in the Change Order.

- **11.3.** The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 11.3.1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 11.3.2. By mutual acceptance of a lump sum or unit prices.
- 11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6. Whenever Extra Work to be compensated on this basis is performed, the CONTRACTOR shall supply the OWNER with a list of the names of the personnel who performed the Extra Work, together with the hours on the job, and group classification of each such person.
- 11.4. Cost of the Work The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.5:
- 11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and Holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Worksite. The expenses of performing Work after regular working hours, on Sunday or legal Holidays shall be included in the above to the extent authorized by OWNER.
- 11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the OWNER. All trade discounts, rebates, and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER; and CONTRACTOR shall make provisions so that they may be obtained.
- 11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other conditions of the Contract Documents insofar as applicable.
- 11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically related to the Work.
- 11.4.5. Supplemental costs including the following:
- 11.4.5.1. The proportion of necessary transportation, traveling, and subsistence expense of CONTRACTOR's employees incurred in discharge of duties connected with the work.
- 11.4.5.2. Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workmen,

- which are consumed in the performance of the Work; and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- 11.4.5.3. The ownership value of all construction equipment and machinery for the time actually employed in the Work under this section.
- 11.4.5.4. Rentals of all construction equipment and machinery and the parts thereof when rented from other than the CONTRACTOR and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof shall be paid at the lesser of actual costs or those established in accordance with rental rates from the Rental Rate Blue Book (latest edition) as obtained from: Primedia Information Incorporated, 1735 Technology Drive, Suite 410, San Jose, CA 95110 or successor organization. The rental of any such equipment, machinery, parts shall cease when the use thereof is no longer necessary for the Work.
- 11.4.5.5. Sales, use, or similar taxes related to the work and for which CONTRACTOR is liable, imposed by any governmental authority.
- 11.4.5.6. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments, and fees for permits and licenses.
- 11.4.5.7. Losses, damages, and expenses not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER.

No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.

- $\,$ 11.4.5.8. The cost of utilities, fuel, and sanitary facilities at the site.
- 11.4.5.9. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- 11.4.5.10. Increased cost of premiums for Bonds and insurance which OWNER is required to pay in accordance with paragraph 5.8.
- ${\bf 11.5.}$ The term Cost of the Work shall not include any of the following:
- 11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in paragraph 11.4.1 all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.
- 11.5.2. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.
- 11.5.3. Cost of premiums for all Bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in paragraph 11.4.5.10).

- 11.5.4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 11.5.5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.
- 11.5.6. The OWNER will not honor any request or demand for additional reimbursement based on escalated material costs.
- **11.6. CONTRACTOR's Fee** The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:
- 11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:
- 11.6.1.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be ten percent,
- 11.6.1.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and
- 11.6.1.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5.
- **11.7**. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.
- **11.8**. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by Engineer an itemized cost breakdown together with supporting data.
- **11.9. Cash Allowances** It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as OWNER may approve.

Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

SECTION 12 - CHANGE OF THE CONTRACT TIME

- 12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OWNER. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- **12.2.** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Force Majeure.

- **12.3.** All time limits stated in the Contract Documents are of the essence of the Agreement.
- **12.4.** Other than a change in the Contract Time, no compensation, adjustment or change in the Contract Price will be paid to the CONTRACTOR for any hindrance or delay, whether avoidable or unavoidable, foreseeable or unforeseeable.

SECTION 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1. Warranty and Guarantee. CONTRACTOR warrants and guarantees to OWNER and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects for a period of one (1) year following its completion and acceptance. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Section 13.

13.2. Tests and Inspections.

The number, type and location of tests shall be determined by the Engineer. The costs of all tests, except as provided below, shall be paid for by the OWNER. The costs of the following shall be paid by the CONTRACTOR at no cost to the OWNER:

- 13.2.1. Retests due to failure to pass the initial test or due to the fault of CONTRACTOR.
- 13.2.2. Tests of all materials or manufactured items, not furnished by the OWNER, which will be incorporated into the work to insure compliance with the applicable specification. Testing and mix designs shall be made by a Laboratory. The CONTRACTOR shall furnish the OWNER four (4) copies of all test reports, including job-mix formula, of all material incorporated into the work and distribute them per the OWNERS requirements. The Laboratory shall note the OWNER on all reports as "client". Design mix and materials test and certifications shall be included in the related pay items.
- **13.3.** CONTRACTOR shall give OWNER timely notice of readiness of the Work for all inspections, tests, or approvals. If any such Work required to be inspected, tested, or approved is covered without written approval of OWNER, it must, if requested by OWNER, be uncovered for observation; and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER timely notice of his intention to cover such Work and OWNER has not acted with reasonable promptness in response to such notice.
- **13.4.** Neither observations by OWNER nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- **13.5.** Access to Work. OWNER and his representatives will, at reasonable times, have access to the Work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- **13.6. Uncovering Work.** If any Work is covered contrary to the written request of OWNER, it must, if requested by OWNER, be uncovered for his observation and recovered at CONTRACTOR's expense.
- **13.7.** If any Work has been covered which OWNER has not specifically requested to observe prior to its being covered or if OWNER considers it necessary or advisable that covered Work be inspected or tested by others, CONTRACTOR, at OWNER's request, shall uncover, expose, or

otherwise make available for observation, inspection, or testing as OWNER may require that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a claim therefor as provided in Sections 11 and 12.

- 13.8. Owner May Stop the Work. If the work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work or any portion thereof until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.
- 13.9. Correction or Removal of Defective Work. If required by OWNER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by OWNER, either correct any defective Work, whether or not fabricated, installed, or completed or, if the Work has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from OWNER, OWNER may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal, or replacement of his defective Work.
- **13.10.** One (1) Year Correction Period. If, after the approval of final payment and prior to the expiration of one (1) year after the date of acceptance of final payment or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction, either correct such defective Work or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced. All direct and indirect cost of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.
- **13.11.** Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.
- **13.12. Neglected Work by CONTRACTOR.** If CONTRACTOR fails to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven (7) days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if OWNER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate

reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

SECTION 14 - PAYMENTS AND COMPLETION

- **14.1. Schedules.** At least ten (10) days prior to submitting the first Application for Progress or Partial Payment ("Application"), CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing submission, a critical path method schedule, and a schedule of values of the Work. These schedules shall be satisfactory in form and substance to OWNER. The schedule of values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by Owner and/or Engineer, it shall be incorporated into the form of Application for Payment furnished by OWNER.
- 14.1.1. Application for Progress or Partial Payment. At least ten (10) days before the date for each progress payment, the CONTRACTOR shall submit to the Owner or Engineer an Application for Payment, supported by such data substantiating the CONTRACTOR's right to payment as the Engineer or OWNER may require. The Owner or Engineer shall, pursuant to paragraph 14.3, make a determination as to whether or not said application is properly payable based upon his determination and estimate of the value of the Work done and the materials delivered and stored at the site for the Work during the previous payment period. After the OWNER or Engineer has completed his evaluation and the Application for Payment has been approved by the OWNER, the OWNER will make payment to the CONTRACTOR in accordance with paragraph 14.1.2 below. Payment by the OWNER to the CONTRACTOR may be made by first-class mailing, electronic funds transfer or by hand delivery of the undisputed amount of a pay request based on work completed under the Contract.
- 14.1.2 In compliance with the New Mexico Retainage Act, NMSA 1978 § 57-28-1 *et seq* (2001) (aka Prompt Payment Act) as amended from time-to-time, retainage shall not be withheld on any construction contract within New Mexico.

If OWNER does not dispute or question CONTRACTOR's Application for Progress or Partial Payment, then OWNER shall pay CONTRACTOR the full amount within twenty-one (21) calendar days of receipt of the undisputed amount and if OWNER fails to do so, then OWNER shall pay CONTRACTOR interest, as required by the New Mexico Retainage Act, from the twenty-second (22nd) calendar day after said receipt at the rates set forth from time-to-time in the Retainage Act (currently set at one and one-half percent (1.5%) of the undisputed amount per month, or fraction of a month} until the payment is issued. Nothing in this Contract shall be construed as requiring OWNER to pay interest on disputed amounts or on CONTRACTOR claims.

CONTRACTOR and all Subcontractors shall make prompt payment, within seven (7) calendar days after receipt of payment from OWNER or CONTRACTOR, to their respective Subcontractors and suppliers for amounts owed for material or services performed for the Work. If CONTRACTOR or any Subcontractor fails to make such prompt payment, then CONRACTOR and Subcontractor shall pay interest on such amounts at the rate and for the time period specified from time-to-time in the Retainage Act.

If the OWNER shall at any time fail to make a monthly payment at the time specified herein, such failure shall not be held to violate or void this Contract.

14.1.3. Upon request the CONTRACTOR shall file with the OWNER a receipt in full from each manufacturer, Subcontractor and dealer for all equipment and material used on the Work and a complete release on all Liens which may have arisen from this Contract.

14.1.4.

Materials shall be stored either at the CONTRACTOR's storage area or at the construction site.

- **14.2. CONTRACTOR's Warranty of Title.** CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all Liens.
- 14.3. Approval of Payments. OWNER and/or Engineer will, within ten (10) calendar days after receipt of each Application for Payment, indicate in writing his approval of payment or will return the Application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, upon presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by OWNER and/or Engineer in accordance with paragraph 14.1.2 above.
- OWNER's or Engineer's approval of any payment requested in an Application for Payment will be based on on-site observations of the Work in progress and on review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, OWNER or Engineer will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price or that title to any Work, materials, or equipment has passed to OWNER free and clear of any Liens.
- **14.5.** OWNER's approval of final payment will constitute an additional representation that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.12 have been fulfilled.
- **14.6.** OWNER or Engineer may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. OWNER or Engineer may also refuse to approve any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:
- 14.6.1. the Work is defective or completed Work has been damaged, requiring correction or replacement;
- 14.6.2. the CONTRACTOR has failed to comply with barricading requirements.
- 14.6.3. claims or Liens have been filed or there is reasonable cause to believe such may be filed;
- 14.6.4. the Contract Price has been reduced because of Modifications;
- 14.6.5. OWNER has been required to correct defective work or complete the work in accordance with paragraph 13.11; or
- 14.6.6. of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.
- **14.7. Substantial Completion.** Prior to final payment, CONTRACTOR may, in writing to OWNER, certify that the entire Project is substantially complete and request that a certificate of Substantial Completion be issued. Within a reasonable time thereafter, OWNER and CONTRACTOR shall make an inspection of the Project to determine the

- status of completion. If OWNER does not consider the Project substantially complete, the CONTRACTOR will be so notified in writing, giving reasons therefor. After CONTRACTOR has completed/corrected Work he shall again notify OWNER in writing, requesting a certificate of Substantial Completion. If owner feels the Project is substantially complete, OWNER will issue a Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR regarding maintenance, heat, and utilities.
- 14.7.1 CONTRACTOR shall bear the risk of loss and damage with respect to the WORK at the site, as well as all OWNER furnished property and all materials and equipment in temporary storage both on and off the site, until the date of Substantial Completion.
- **14.8.** OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list (punchlist items).
- Partial Utilization. Prior to final payment, OWNER may request CONTRACTOR in writing to permit OWNER to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER that said part of the Project is substantially complete and request an issue of certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter OWNER and CONTRACTOR shall make an inspection of that part of the Project to determine its status of completion. If OWNER does not consider that it is substantially complete, he will notify CONTRACTOR in writing giving his reasons therefor. If OWNER considers that part of the Project to be substantially complete, he will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion and beginning of Warranty period if applicable as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat, and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which has been certified to be substantially complete; but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list (punch list items). The issuance of such a certificate shall not operate to release the CONTRACTOR or his sureties from any obligation under this Contract or the performance bond.
- **14.10. Final Inspection.** Upon written notice from CONTRACTOR that the Project is complete, OWNER and/or Engineer will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies (including tentative or punch list items previously identified).
- Final Application for Payment. After CONTRACTOR has completed all such corrections to the satisfaction of OWNER and delivered all maintenance and operating instruction, schedules, guarantees, Bonds, certificates of inspection, as-built Plans and other documents - all as required by the Contract Documents - he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as OWNER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished. Alternately, and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material, and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a

release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

- 14.12. Approval of Final Payment. If, on the basis of his observation and review of the Work during construction, his final inspection, and his review of the final Application for Payment all as required by the Contract Documents OWNER and/or Engineer is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to OWNER for payment. OWNER will then give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, he will return the Application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. OWNER shall pay CONTRACTOR the amount approved.
- **14.13.** After Substantial Completion of the Work, if final completion thereof is materially delayed through no fault of CONTRACTOR, OWNER shall, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted in accordance with paragraph 14.1.2 above. If the remaining balance for Work not fully completed or corrected is less than the amounts covered by Bonds which have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- **14.14. CONTRACTOR'S Continuing Obligation.** CONTRACTOR's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by OWNER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER, nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.
- **14.15. Waiver of Claims.** The making and acceptance of final payment shall constitute:
- 14.15.1. a waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final inspection pursuant to paragraph 14.10 or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- 14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.
- **14.16.** Liquidated Damages. If CONTRACTOR shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof, granted by the OWNER, then the CONTRACTOR agrees, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Invitation to Bid Construction Contract, not as a penalty but as liquidated damages for such breach of contract, for each and every Calendar Day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work.
- **14.17. General.** If the OWNER fails to pay the CONTRACTOR within twenty-one (21) calendar days after receipt of an undisputed Application for Progress or Final Payment, the OWNER shall pay an interest penalty to the CONTRACTOR in accordance with paragraph 14.1.2 above. In addition, the CONTRACTOR and Subcontractors shall make prompt payment to their Subcontractors and suppliers for amounts due and owing in accordance with paragraph 14.1.2. These payment provisions apply to all tiers of CONTRACTORS, Subcontractors, and suppliers.

SECTION 15 - SUSPENSION OF WORK AND TERMINATION

- **15.1. Owner May Suspend Work.** OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and Engineer which shall fix the date on which work shall be resumed, CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim as provided in Section 12
- Owner May Terminate. If CONTRACTOR repeatedly fails to 15.2. supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of OWNER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven (7) days written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereof owned by CONTRACTOR and finish the Work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order.
- **15.3.** Where CONTRACTOR's services have been so terminated by OWNER, this termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.
- **15.4.** Upon seven (7) days written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.
- **15.5. CONTRACTOR** May Stop Work or Terminate. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or OWNER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved or awarded by arbitrators within thirty (30) days of its approval and presentation, then CONTRACTOR may, upon seven (7) days written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if OWNER has failed to act on an Application for Payment or OWNER has failed to make any payment as required, CONTRACTOR may, upon seven (7) days notice to OWNER, stop the Work until he has been paid all amounts then due.

SECTION 16 - DISPUTE RESOLUTION

- **16.1.** Prior to instituting arbitration, or other legal proceedings, the parties shall first meet, confer, and attempt to negotiate a resolution of any claim or dispute related to or arising out of this Agreement. For CONTRACTOR Claims, this negotiation session shall occur within thirty (30) days after OWNER receives written notice of a claim, together with the supporting data as required by Section 11.2. For OWNER Claims, the negotiation session shall occur within thirty (30) days after the OWNER gives written notice to the CONTRACTOR of the nature of the claim or dispute, together with a request for a negotiation session.
- **16.2**. If the claim of dispute is not resolved by the negotiation session, then the matter will be submitted to mediation, pursuant to the

New Mexico Public Works Mediation Act, § 13-4C-1, NMSA (1997 Repl.) as amended, to the date of execution of this Contract Document.

Notice of the mediation shall be sent within thirty (30) days after the date of the negotiation session.

If the claim or dispute is not resolved through mediation, and if 16.3 the aggregate amount of the claims between OWNER and CONTRACTOR does not exceed two hundred fifty thousand dollars (\$250,000), then the claim or dispute arising out of or relating to this Contract Document shall be submitted to binding arbitration pursuant to the New Mexico Uniform Arbitration Act, § 44-7A-1, et. seq., NMSA (2001). This Contract Document to Arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final and judgment may be entered upon it in any Court having jurisdiction thereof. A written demand for arbitration, describing the nature of the claim, shall be made within thirty (30) days after the date of the mediation. In no event shall the demand for arbitration be made after the institution of legal or equitable proceedings based on any such claim would be barred by the applicable statute of limitations. CONTRACTOR will carry on the work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed to by the OWNER and CONTRACTOR in writing.

16.4 If the claim or dispute is not resolved through mediation, and if the aggregate amount of the claims between the OWNER and CONTRACTOR exceeds two hundred fifty thousand dollars (\$250,000), then the claim or dispute between the OWNER and CONTRACTOR shall be decided by the District Court, San Juan County, New Mexico, and shall be subject to all applicable appeals.

SECTION 17 - MISCELLANEOUS

- **17.1. Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or sent by mail, postage prepaid, to the last business address known to him who gives the notice.
- **17.2. Computation of Time.** When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a Legal Holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.
- **17.3.** All Specifications, Drawings, and copies thereof furnished by OWNER shall remain his property. They shall not be used by CONTRACTOR on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to OWNER on request upon completion of the Project.
- 17.4. The duties and obligations imposed by these Contract Conditions and the rights and remedies available hereunder and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR by paragraphs 6.29, 13.1, 13.10 and 14.2 and the rights and remedies available to OWNER thereunder shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.
- **17.5.** Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- **17.6.** The Contract Documents shall be governed by the law of the state of New Mexico.

- 17.7. Minimum Wages (Federal). In the event that any work under this contract involved Federal Funds, then the prevailing area Wage Rate Decision listed by the U.S. Department of Labor shall be made a part of this contract. Whenever a conflict exists between the State and Federal Minimum Hourly Wage Rates, the higher of the conflicting wage rates shall govern.
- 17.8. Archaeological Salvage and Reports. Where objects of historical, archaeological, and paleontological value, including ruins, sites, buildings, artifacts, fossils, and other objects of antiquity are encountered within the areas on which the CONTRACTOR's operations are performed, the CONTRACTOR shall postpone operations in the area, shall preserve such objects from disturbance or damage, and shall immediately notify the OWNER of their existence and location.

Upon receipt of such notification, the OWNER will arrange for the disposition of the objects or for the recording of data relative thereto and will notify the CONTRACTOR when it is proper for him to proceed with the Work in the affected area. In this regard, the OWNER may consult the Museum of New Mexico or other appropriate agency as to the nature and disposition of such objects. If the CONTRACTOR is directed by the Engineer to perform any work in salvaging said objects, the CONTRACTOR shall do so in accordance with the "Changes in the Work" provision of Section 10.

17.9. Measurement of Quantities for Unit Price Work. Unless otherwise specified, linear or area quantities of work such as grading, landscaping, paving, curb, gutter, walk, and other work of a similar nature shall be determined from measurements or dimensions of such work and computed in horizontal planes. However, linear quantities of underground cable, fencing piling, and timber shall be considered as being the true length measured along the longitudinal axis thereof. For pipe work, see appropriate sections of the City of Farmington Technical Specifications and Construction Standards; but if the method of measurement for pipe work is not stated therein, it shall be measured along the longitudinal axis of the pipe in place from center of manhole to center of manhole. A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.

Volumetric quantities shall be determined by the average end area method.

17.10. Method of Measurement. Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections herein covering materials or types of work. When material is to be paid for on a volume basis and it would be impracticable to determine volume by the specified method of measurement or when requested by the CONTRACTOR and approved by the OWNER, the material will be weighted in accordance with the requirements specified for weight measurement and such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the OWNER and shall be agreed to by the CONTRACTOR before such method of measurement of pay quantities will be adopted.

Unless otherwise provided, when mineral aggregate or Roadway material is being paid for by weight, deductions from pay quantities will be made for the weight of water in excess of 3% if the material is to be treated with bitumen and 6% if the material is to be waterbound.

17.11. Certified Weights. All materials to be paid for at a contract unit price per ton shall be weighed on platform scales furnished by the CONTRACTOR or his supplier of materials at the CONTRACTOR's expense, or such materials may be weighed on certified public scales at the CONTRACTOR's expense. All scales shall be of adequate size to permit the entire vehicle to rest on the scale platform while being weighed. Scales furnished by the CONTRACTOR shall be installed on beams, piers, or foundations of sufficient strength and bearing to prevent the weighing mechanism supporting the scale platform from settling. The weighing facilities shall include a weatherproof scale house with a minimum floor area of thirty-two (32) square feet and equipped with adequate heat and light.

- **17.12.** Compliance with Affirmative Action Plan. The CONTRACTOR shall include and follow the provisions of the Affirmative Action Program of the City of Farmington as adopted annually by the Farmington City Council, the terms of such Affirmative Action Plan being incorporated herein and made a part hereof by reference.
- **17.13.** Compliance with other Applicable Federal Requirement. CONTRACTOR will comply with all applicable Federal requirements which may be encountered or connected with this Project.
- **17.14.** Compliance with Copeland Anti-Kickback Act and Regulations. The CONTRACTOR shall comply with the Copeland Anti-Kickback Act and Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated into this Contract.
- 17.15. Compliance with Safety Standards. CONTRACTOR will comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" latest revision published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 Public Law 91-596, and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75 Saturday, April 17, 1971 together with any amendments or modifications to any of the foregoing which are applicable to CONTRACTOR's performance of this Contract.

SECTION 18 - SPECIAL NOTICE TO CONTRACTOR - STATE OF NEW MEXICO LABOR AND INDUSTRIAL DIVISION

18.1. Minimum Wages. The CONTRACTOR and any Subcontractor performing work under this contract shall comply fully with the "Public Works Minimum Wage Act" Section 13-4-11 through 13-4-17, NMSA 1978 and all amendments thereto, which provides in part that "the contractor, subcontractor, employer or any person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the minimum wage rates issued for the project."

The CONTRACTOR, Subcontractor, employer or any person acting as a CONTRACTOR shall pay each of his employees working under this contract in full, in cash, and not less than once a week, less all legally required deductions or withholding. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements or undue inconvenience to the payee.

The minimum hourly rate of wage which may be paid to workmen in each trade or occupation required for the Work under the Contract employed in the performance of the Contract either by the CONTRACTOR, Subcontractor, employer or any person acting as a CONTRACTOR shall be as set forth in the schedule of minimum wage rates appearing in these Contract Documents, and the workmen employed in the performance of the Contract shall be paid not less than the applicable specified minimum hourly rate of wage as such is set forth in said schedule.

The scale of wages to be paid shall be posted by the CONTRACTOR or person acting as a CONTRACTOR in a prominent and easily accessible place at the Worksite; and it is further provided that there may be withheld from the CONTRACTOR, Subcontractor, employer or any person acting as a CONTRACTOR so much of accrued payments as may be considered necessary by the OWNER to pay to laborers and mechanics employed on the Project the difference between the rates of wages required by the Director of the Labor and Industrial Division of the Labor Department to be paid to laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the CONTRACTOR, Subcontractors, employer or any person acting as a CONTRACTOR or their agents

- 18.1.1. The attention of the CONTRACTOR and any Subcontractor performing work under this Contract is directed to Section 13-4-12, NMSA 1978 which reads in part as follows:
- "A. As used in Section 13-4-11 NMSA 1978 'wages', 'scale of wages', 'wage rates', 'minimum wages', and 'prevailing wages' include:
 - 1) The basic hourly rate of pay, and
 - 2) The amount of:
 - (a) the rate of contribution irrevocably made by a contractor, subcontractor, employer or any person acting as a contractor to a trustee or a third person pursuant to a fund, plan or program; and
 - (b) the rate of costs to a contractor, subcontractor, employer or any person acting as a contractor which reasonable may be anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected for: 1) medical or hospital care; 2) pensions on retirement or death; 3) compensation for injuries or illness resulting from occupational activity; or 4) insurance to provide for any of the foregoing; and for: 5) unemployment benefits; 6) life insurance; 7) disability and sickness insurance; 8) accident insurance; 9) vacation and holiday pay; 10) costs of apprenticeship or other similar programs; or for 11) other bona fide fringe benefits; but only where the contractor, subcontractor, employer or person acting as a contractor is not required by other federal, state, or local law to provide any of the foregoing or similar benefits.
- B. The obligation of a contractor, subcontractor, employer or person acting as a contractor to make payment in accordance with the prevailing wage determinations of the director of the labor and industrial division of the labor department, insofar as Section 13-4-11 NMSA 1978 or other sections of legislative acts incorporating Section 13-4-11 NMSA 1978 are concerned, may be discharged by:
 - (1) the making of payments in cash;
- (2) the making of contributions of a type referred to in Subparagraph (a) of Paragraph (2) of Subsection A of this section; or
- (3) the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in Subparagraph (b) of Paragraph (2) of Subsection A of this section or any combination thereof where the aggregate of any payments or contributions and costs therefor is not less than the rate of pay described in Section 13-4-11 NMSA 1978 plus the amount referred to in this section."
- In the event it is found by the Director of the Labor and Industrial Division of the Labor Department that any laborer or mechanic employed by the CONTRACTOR or Subcontractor on the site of the Project covered by the Contract has been or is being paid as a result of a willful violation of a rate of wages less than the rate of wages required by the Contract, the OWNER may, by written notice to the CONTRACTOR, Subcontractor, employer or person acting as a CONTRACTOR terminate their right to proceed with the work or such part of the Work as to which there has been a willful failure to pay the required wages, and the OWNER may prosecute the Work to completion by contract or otherwise, and the CONTRACTOR or person acting as a CONTRACTOR and his sureties shall be liable to the OWNER for any excess costs occasioned thereby. Any party receiving notice of termination of his Contract or subcontract under the provisions of this section may appeal the finding of the Director of the Labor and Industrial Division as provided in the Public Works Minimum Wage Act.
- 18.1.3. There is no representation on the part of the OWNER that labor can be obtained at the hourly rates shown in these Contract Documents. It is the responsibility of Bidders to inform themselves as to local labor

conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

- 18.1.4. Payrolls and basic records relating thereto will be maintained during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the Work.
- 18.1.5 The CONTRACTOR will submit one complete, legible, certified weekly payroll record to the Labor and Industrial Division. One copy shall be sent to the OWNER. Both copies must be mailed not more than five working days following the close of the second payroll period. Weekly payrolls may be submitted bi-weekly. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Labor and Industrial Division and that the Classifications set forth for each laborer or mechanic conform with the work he performed. The prime CONTRACTOR shall be responsible for submitting copies of payrolls of all Subcontractors. The CONTRACTOR shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the State and Federal Government and the Labor and Industrial Division and shall permit such representatives to interview employees during working hours on the job.
- 18.1.5.1. Form and Content: Weekly payrolls are required from the CONTRACTOR and/or Subcontractor and shall include the payroll clerk's phone number and all of the following information:
- (1) The employee's full name, address, and social security number.
 - (a) The employee's full name and social security number need only appear on the first payroll on which his/her name appears.
 - (b) The employee's address need be shown only on the first submitted payroll on which his/her name appears, unless a change of address necessitates an additional submittal to reflect the new address.
 - (2) The employee's classification (or classifications).
- (3) The employee's hourly wage rate (or rates); the employee's hourly fringe benefits; and, where applicable, his over time hourly wage rate (or rates).
- (4) The daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - (5) The itemized deductions made.
 - (6) The net wages paid.
- $\mbox{(7)}$ The number of the project wage rate decision (from top right of decision), including the county.
- 18.1.5.2. Numbering Payrolls: All payrolls shall be numbered starting with number one (1) for the first payroll at the beginning of the job and continuing in numerical order (including weeks of no work) until the job is completed with the last payrolls marked final.
- 18.1.5.3. Any apprentices, pre-apprentices, or trainees employed on the Project must be duly registered in a bona fide apprenticeship program registered with the State Apprenticeship Council or recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor. Certification showing registration status of apprentices, pre-apprentices, or trainees must accompany the first full payroll on which each apprentice, pre-apprentice, or trainee appears. There must be a least one journeyman on the Worksite in the same job classification for each apprentice during the hours worked by the apprentice.

- 18.1.5.4. Certification of Payrolls: The CONTRACTOR and each of his Subcontractors shall submit a weekly statement of compliance in the form required by the Labor and Industrial Division.
- Apprenticeship and Training: The CONTRACTOR shall make contributions to approved apprentice and training programs in New Mexico in which the CONTRACTOR is a participant or to the Public Works Apprentice and Training Fund administered by the Public Works Bureau, Labor and Industrial Division, New Mexico Department of Labor, pursuant to the Public Works Apprenticeship and Training Act, Section 13-4D-1 through 13-4D-8 NMSA 1978. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the CONTRACTOR or any Subcontractor shall not exceed the number permitted by the applicable standard of the United States Department of Labor, or in the absence of such standards, the number permitted under the usual practice prevailing between trade unions and Employers Association of the respective trades or occupations.
- **18.3.** Extra Work Minimum Wage: In case the OWNER orders the CONTRACTOR to perform Extra Work or additional Work which may make it necessary for the CONTRACTOR or any Subcontractor under him to employ in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, the CONTRACTOR shall notify the OWNER of the job classification. The OWNER may make a written request for such classification to the Director, Labor and Industrial Division. If approved, an addendum will be issued. If a rate is not requested or not approved, the free market shall determine the rate paid.
- Wage Underpayments and Adjustments: The CONTRACTOR agrees that, in case of underpayment of wages to any worker on the Project under this Contract, the OWNER may withhold out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that the OWNER may disburse such amount so withheld by it for and on account of the CONTRACTOR to the employee to which such amount is due. The CONTRACTOR further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the OWNER pursuant to other provisions of this contract. A copy of the Labor and Industrial Division minimum wage rates and in effect at the time of the Contract shall be posted in a prominent and easily accessible place at the Worksite or otherwise made available to the CONTRACTOR's employees at all times on the job.

SECTION 19 - NEW MEXICO STATUTES RELATING TO UNLAWFUL DISCRIMINATORY PRACTICE (28-1-1 TO 28-1-15 NMSA 1978) - 28-1-7 NMSA 1978. Unlawful discriminatory practice.

It is an unlawful discriminatory practice for:

- **19.1.** an employer, unless based on a bona fide occupational qualification, to refuse to hire, to discharge, to promote or demote or to discriminate in matters of compensation terms, conditions or privileges of employment against any person otherwise qualified because of race, age, religion, color, national origin, ancestry, sex or physical or mental handicap; provided, however, that 29 U.S.C. Section 631 (c) (1) and (2) shall apply to discrimination based on age;
- **19.2.** a labor organization to exclude an individual or to expel or otherwise discriminate against any of its members or against any employer or employee because of race, religion, color, national origin, ancestry, sex or physical or mental handicap;
- **19.3.** any employer, labor organization or joint apprenticeship committee to refuse to admit or employ any individual in any program established to provide an apprenticeship or other training or retraining because of race, religion, color, national origin, ancestry, sex or physical or mental handicap;

- **19.4.** any person, employer, employment agency or labor organization to print or circulate or cause to be printed or circulated any statement, advertisement or publication, to use any form of application for employment or membership or to make any inquiry regarding prospective membership or employment which expresses, directly or indirectly, any limitation, specification or discrimination as to race, color, religion, national origin, ancestry, sex or physical or mental handicap unless based on a bona fide occupational qualification;
- **19.5.** an employment agency to refuse to list and properly classify for employment or refer an individual for employment in a known available job for which the individual is otherwise qualified because of race, religion, color, national origin, ancestry, sex or physical or mental handicap unless based on a bona fide occupational qualification; or to comply with a request from an employer for referral of applicants for employment if the request indicates either directly or indirectly that the employer discriminates in employment on the basis of race, religion, color, national origin, ancestry, sex or physical or mental handicap unless based on bona fide occupational qualification;
- **19.6.** any person in any public accommodation to make a distinction, directly or indirectly, in offering or refusing to offer its services, facilities, accommodations or goods to any individual because of race, religion, color, national origin, ancestry, sex or physical or mental handicap, provided that the physical or mental handicap is unrelated to an individual's ability to acquire or rent and maintain particular real property or housing accommodations;

19.7. any person to:

- 19.7.1. refuse to sell, rent, assign, lease or sublease, or offer for sale, rental, lease, assignment or sublease any housing accommodation or real property to any individual, or to refuse to negotiate for the sale, rental, lease, assignment or sublease of any housing accommodation or real property to any individual because of race, religion, color, national origin, ancestry, sex or physical or mental handicap; provided that the physical or mental handicap is unrelated to an individual's ability to acquire or rent and maintain particular real property or housing accommodation; or
- 19.7.2. discriminate against any individual in the terms, conditions or privileges of the sale, rental, assignment, lease or sublease of any housing accommodation or real property or in the provision of facilities or services in connection therewith because of the race, religion, color, national origin, ancestry, sex or physical or mental handicap, provided that the physical or mental handicap is unrelated to an individual's ability to acquire or rent and maintain particular real property or housing accommodation; or
- 19.7.3. print, circulate, display or mail or cause to be printed, circulated, displayed or mailed, any statement, advertisement, publication or sign, or use any form of application for the purchase, rental, lease, assignment or sublease of any housing accommodation or real property, or to make any record or inquiry regarding the prospective purchase, rental, lease, assignment or sublease of any housing accommodation or real property, which expresses any preference, limitation or discrimination as to race, religion, color, national origin, ancestry, sex or physical or mental handicap, provided that the physical or mental handicap is unrelated to an individual's ability to acquire or rent and maintain particular real property or housing accommodation;
- **19.8.** any person to whom application is made either for financial assistance for the acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation or real property or for any type of consumer credit including financial assistance for the acquisition of any consumer good, as defined by Section 55-9-109 NMSA 1978, to:
- 19.8.1. consider the race, religion, color, national origin, ancestry, sex or physical or mental handicap of any individual in the granting, withholding, extending, modifying or renewing, or in the fixing of the rates, terms, conditions or provisions of any financial assistance or in the extension of services in connection with the request for financial assistance; or

- 19.8.2. use any form of application for financial assistance or to make any record or inquiry in connection with applications for financial assistance which expresses, directly or indirectly, any limitation, specification or discrimination as to race, religion, color, national origin, ancestry, sex or physical or mental handicap;
- **19.9.** any person or employer to:
- 19.9.1. aid, abet, incite, compel or coerce the doing of any unlawful discriminatory practice, or to attempt to do so; or
- 19.9.2. engage in any form of threats, reprisal or discrimination against any person who has opposed any unlawful discriminatory practice or has filed a complaint, testified or participated in any proceeding under the Human Rights Act (Sections 28-1-1 to 28-1-7, 28-1-9 to 28-1-15 NMSA 1978); or
- 19.9.3. willfully obstruct or prevent any person from complying with the provisions of the Human Rights Act, or to resist, prevent, impede or interfere with the commission or any of its members, staff or representatives in the performance of their duties under the Human Rights Act;
- **19.10.** Any employer to refuse or fail to accommodate to an individual's physical or mental handicap unless such accommodation is unreasonable or an undue hardship.

V CONTRACT FORMS

TAB V

CONTRACT FORMS

NOTICE OF AWARD	FORM AF-9
AGREEMENT	FORM AF-10
PERFORMANCE BOND	FORM AF-11
LABOR, MATERIAL AND TAX PAYMENT BOND	FORM AF-12
CERTIFICATE OF LIABILITY INSURANCE	ACORD 25
NOTICE TO PROCEED	FORM AF-14
CHANGE ORDER	FORM AF-15
CERTIFICATE OF SUBSTANTIAL COMPLETION	FORM AF-16
RESIDENT VETERANS PREFERENCE CERTIFICATION	FORM AF-17
RELEASE AND WAIVER OF LIENS	FORM AF-18
SUBCONTRACTOR'S RELEASE AND WAIVER OF LIENS	FORM AF-19
CONTRACTOR'S STATEMENT CONCERNING CLAIMS	FORM AF-20
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DRUG-FREE WORKPLACE CERTIFICATION	FORM AF-25
CONTRACTOR SAFETY CERTIFICATION	FORM AF-26

NOTICE OF AWARD, FORM AF-9

Owner: CITY OF FARMINGTON	Date:
Project: 2013 Annual Municipal Utilities Improvements	Project No.: 13-01
	Contract Control No.: 13-98680
Contractor:	
The Owner has considered the bid submitted by you for published <u>June 23, 2013</u> , and Instructions to Bidders.	the above described work in response to its Advertisement for Bids
You are hereby notified that your Bid has been accepted, plus estimated applicable taxes of plus estimated applicable taxes of \$	ed for the above described project in the amount shown:(\$
plus estimated applicable taxes of \$).
You are required by the Contract Documents to execute Bond and Labor, Material and Tax Payment Bond within ten (10	e the Agreement and furnish the required Contractor's Performance 0) calendar days from the date of this notice to you.
	bonds within ten (10) from the date of this notice, said Owner will be ceptance of your Bid as abandoned and as a forfeiture of your Bid be granted by law.
You are required to return an acknowledged copy of this the above address, attention Contracts Administrator.	s Notice of Award to the Owner's Central Purchasing Department, to
	Owner: CITY OF FARMINGTON
	By:
	Edward Smylie, CPPO Purchasing Officer
	Fulchasing Officer
	Date:
Contractor: (INSERT NAME OF CONTRACTOR)	
Signature:	
Printed Name	
Title:	
Date:	

AGREEMENT, FORM AF-10

Project	Title: 2013 Annual Municipal Utilities Improvements	Project No.	13-01
		Contract Control No. 13	-98680
	THIS AGREEMENT, made and entered into this gton, New Mexico, party of the first part, termed in these Contra the second part, termed in the Contract Documents as the "Co	ct Documents as the "Owner" and	and between the City of
	WITNESSETH:		
	WHEREAS, the City Council of the City of Farmington approve for performance of the work for completion of the Project; and		
and,	WHEREAS, pursuant to the Notice of Award, the Contractor has	s accepted the award and has subn	nitted the required bonds;
		ated applicable taxes of \$) to be paid by the
	to the Contractor at the time and in the manner hereinafter provid sh labor, tools, equipment, and material, and to construct compl		l, and does hereby agree
	2013 Annual Municipal Utilitie PROJECT # 13 CONTRACT CONTROL	-01	

AND FOR SAID CONSIDERATION IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

- 1. That the entire Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Bid Proposal, Bid Bond, Agreement, Performance Bond, Labor, Material and Tax Payment Bond, Notice of Award, Notice to Proceed, Conditions of Contract, Special Conditions, Drawings, Specifications and all addenda thereto, as prepared by the City of Farmington, are hereby made a part of this contract.
- 2. That the payments to be made by the Owner to the Contractor shall be made in the manner provided for in the Conditions of Contract and on the basis of the prices set out in the Bid Proposal.
 - 3. That the work shall be done to the satisfaction of the Owner and in full compliance with these Contract Documents.
- 4. That the work shall be completed within the time limit set out in the Bid Proposal and shall be delivered to the Owner free of all liens, claims, and demand of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person.
- 5. That, in the event any of the provisions of this Agreement are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety who shall have the right to take over and perform this Agreement, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion of the Agreement for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

The Contract Documents shall be executed with one (1) original, and five (5) certified copies, distributed as

follows:

Contractor 1 certified copy
City of Farmington City Clerk 1 original
City of Farmington 3 certified copies
Bonding Company 1 certified copy

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Farmington, New Mexico the day and year first above written:

CITY OF FARMINGTON (CONTRACTOR NAME) A Municipal Corporation Duly Authorized Signature By: Title: Mayor (Printed Name) Date: (SEAL) Date: ATTEST: Signer has read the document and affirms that it is true and complete and accurately represents the agreement of the parties. City Clerk Date: NOTARY PUBLIC SIGNATURE (REQUIRED) Approves Compliance NMSA 1978 Annotated, State of New Mexico Chapter 13 Public Purchases and Property: County of San Juan Edward Smylie (SEAL) Signature of notarial officer Purchasing Officer My commission expires:_____ Date: New Mexico State Taxation and Revenue Department Head Approval Department Taxpayer Identification Number Date Federal Taxpayer Identification or Social Security Number Legal Department Approved to Form Date

PERFOMANCE BOND, FORM AF-11 (Required if Bid Amount is more than \$25,000) BOND NO:

	BONB NO
KNOW ALL MEN BY THESE PRESENTS:	
THAT_	
(Insert name, address of	or legal title of Contractor)
as Principal, hereinafter called the Contractor, a	nd (Insert the legal title of the Surety)
corporation of San Juan County, New Mexico,, plus estimated applicable tax \$estimated applicable taxes), for the	and firmly bound unto the City of Farmington, a municipal as Obligee, hereinafter called Owner, in the amount of \$ tes \$
with Owner for the construction of 2013 Annual M	agreement dated entered into an agreement lunicipal Utilities Improvements in accordance with drawings ngton which agreement is by reference made a part hereof,
	N OF THIS OBLIGATION is such that, if Contractor shall then this obligation shall be null and void, otherwise, it shall
time, alteration or addition to the terms of the ac specifications accompanying the same shall in a	xpressly stipulates and agrees that no change, extension of greement or to the work to be performed thereunder or the any way affect the Surety's obligation on this bond; and the ange, extension of time, alteration or addition to the terms of

Whenever Contractor shall be, and declared by Owner to be in default under the agreement, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1. Complete the agreement in accordance with its terms and conditions, or
- 2. Obtain a bid or bids for submission to Owner for completing the agreement in accordance with its terms and upon determination by Owner and Surety of the lowest responsible bidder, arrange for an agreement between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Contractor shall guarantee any work performed under this bond against omission of material or defective materials and workmanship for a period of one (1) year following its completion and acceptance.

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

Venue upon any suit brought upon this bond shall be in the District Court of San Juan County, New Mexico.

this agreement or to the work or specifications.

SIGNED AND SEALED THIS	DAY OF, A.D. 2013.
In presence of:	
	Contractor-Principal
Surety	Ву:
Ву:	Title:
Title:	Street Address
Street Address	Mailing Address
Mailing Address	City, State, Zip Code
City, State, Zip Code	Telephone Number
Phone Number	

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond

Conditioned for the full and faithful payment for all labor and material of the contract.

LABOR, MATERIAL AND TAX PAYMENT BOND, FORM AF-12

KNOW ALL MEN BY THESE PRESENTS:

THAT, ,			
(Insert name, address or legal	title of Contractor)		
as Principal, hereinafter called the Contractor, and			
	(Insert the	legal title of the Surety)	
a corporation organized and existing under and by	y virtue of the lav	vs of the State of	
and authorized to do business in the State of		, hereinafter called the S	urety, are held and
firmly bound unto the City of Farmington, a mur	nicipal corporatio	n of San Juan County	, New Mexico, as
Obligee, hereinafter called the Owner, in the amo	unt of	, plus a	pplicable taxes of
		, PLUS \$	
applicable taxes) for the payment whereof Contra			
administrators, successors and assigns jointly and	d severally firmly	by these presents.	
WHEREAS, Contractor has by written ins	strument dated		_, entered into an
agreement described as follows:			
2013 Annual Munic	cipal Utilities Impr	rovements	
PROJECT # 13-01 CON			

The work to be performed under this contract shall consist of furnishing all labor, equipment, and materials necessary to perform various construction, alterations, repairs and replacement of municipal potable water lines and appurtenances, municipal sanitary sewer lines and appurtenances, construction of storm sewer lines and other incidental work.

which agreement is by reference made a part hereof, and is hereinafter referred to as the agreement.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished and taxes due the State of New Mexico arising out of construction services upon or for the work under said agreement, pursuant to Sections 13-4-18 through 13-4-20 NMSA 1978, whether said labor be performed and materials and supplies be furnished or taxes be accrued under the original agreement or any agreement thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the Owner and the parties to whom New Mexico Statutes Annotated, 1978, 13-4-18 through 13-4-20, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

The Surety, for value received, hereby expressly stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this bond; and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this agreement or to the work or specifications.

Venue upon any suit brought upon this bond shall be in the District Court of San Juan County, New Mexico.

This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

SIGNED AND SEALED this	day of	, A.D. 2013.
In presence of:		
		Contractor-Principal
		Ву:
		Title:
Surety		
By:		Street Address
Title:		Mailing Address
		Walling / taaress
Surety's Street Address		City, State and Zip Code
Surety's Mailing Address		Phone Number
City, State, Zip Code		
Phone Number		

THIS BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond

Conditioned for the full and faithful performance of the contract.



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).

C	ertificate holder in lieu of such endors	seme	nt(s).	•						
PRO	DUCER				CONTAC NAME:	СТ				
				PHONE FAX (A/C, No, Ext): (A/C, No):						
			E-MAIL ADDRES			1 (11)				
					ADDILL		URER(S) AFFOR	DING COVERAGE		NAIC #
					INSURE					10.00 %
INSU	RED				INSURE					
					INSURE					
					INSURE					
					INSURE					
CO.	VEDACES CED	TIF1/	~ A T F	NUMBED.	INSURE	RF:		DEVICION NUMBER.		
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIE			ENUMBER:	HAVE B	EEN IQQLIED T		REVISION NUMBER:		ICV DEDIOD
IN C	DICATED. NOTWITHSTANDING ANY RETIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORI	N OF A DED BY	NY CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY							EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
								GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	PRO-							FRODUCTS - COMPTOF AGG	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT		
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)	\$	
	UMBRELLA LIAB OCCUP									
	- Joseph - Occor							EACH OCCURRENCE	\$	
	OLAIWO-WADE							AGGREGATE	\$	
	DED RETENTION\$ WORKERS COMPENSATION							WC STATU- OTH- TORY LIMITS ER	\$	
	AND EMPLOYERS' LIABILITY Y / N									
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	Attach A	ACORD 101, Additional Remarks S	ichedule,	if more space is	required)			
CEI	RTIFICATE HOLDER				CANC	ELLATION				
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHO	RIZED REPRESE	NTATIVE			

NOTICE TO PROCEED, FORM AF-14

Owner :	CITY OF FARMINGTON	Dat	te:
		Project: 2013 Annual Municipal Utilities Improvemen	nts
		Project No.: 13-0	01
		Contract Control No.: 13-9868	80
Contractor:			
The 0 agreement da project no late	Contractor is hereby notified to conted, 20 er than	mmence work on, in accordance 13, and the Contractor is required to complete the above	e with the referenced
	cknowledged copy of this Notice m dress, attention Contracts Adminis	nust be returned to the Owner's Central Purchasing Depstrator.	artment, to
		Owner: City of Farmington	
		By: Edward Smylie, CPPO Purchasing Officer	
		Date:	
Contractor:	(INSERT NAME OF CONTRA	(CTOR)	
Signature:			
	Printed Name		
Title:			
Date:			

CITY OF FARMINGTON, NEW MEXICO CHANGE ORDER, FORM AF-15

2013 Annual Municipal Utilitie	<u>es</u>		_		<u>13-01</u>
Improvements PROJECT			CONTRACTOR		PROJECT NO. 13-98680
CHANGE ORDER #	PURCI	HASE ORDER #	DATE INITI	ALED	CONTRACT CONTROL #
and directed as follows:			, 2013 between the own		-
ITEM NO. DE	ESCRIPTION	<u>QUANTITY</u>	UNIT PRICE	TOTAL CO	<u>DST</u>
2. REASON FOR WORK OR J Engineering error or omi Owner or division reques Omitted from job scope Unforeseen circumstance Order by governmental a Contractor's failure to pe Damaged or defective explanning, concept or design DELAYS IN THE WORK FOR WA BASIS FOR ANY EXTRA COI	ission st or bid package ces agencies erform or install correct quipment causing a ch WHATEVER REASONS	ange in	5. THIS CHANGE WILL RESI OF (contract) (work order) COS ORIGINAL AMOUNT: PREVIOUS CHANGE ORDER: THIS CHANGE ORDER: REVISED AMOUNT: ALL OTHER TERMS AND CON UNCHANGED. ESTIMATED AMOUNTS ABOVE THIS WORK.	T: \$\$ \$\$ \$ S IDITIONS OF THE CON	- - - - TRACT REMAIN
4. CHANGE IN CONTRACT TI (decrease) (increase) OWNER HAS THE RIGHT APPROVED FOR CONTRACT Contractor's signature on this change order. BY: TITLE: PREPARED BY: TITLE:	_days TO REJECT ALL TOR: nange order acts as an e as a result of the work	express waiver to k described in the	BY:	FARMINGTON: DATE:	

CERTIFICATE OF SUBSTANTIAL COMPLETION, FORM AF-16

Owner	CITY OF	FARMINGTON			Date:
			Project: 2013 A	Annual Municipal Utilities	s Improvements
				Pro	ject No.: 13-01
				Contract Contro	l No: 13-98680
Contra	actor:				
		ice we are documenting e with the plans and spo		f the above referenced p	roject completed
The Ci warran	ity will accept full manty work if required, a	aintenance responsibilit and a final warranty ins	ies commencing pection.	, pending	completion of
		n an acknowledged cop tment, to the above add		Substantial Completion ts Administrator.	to the Owner's
			Owner: City	of Farmington	
			Edward Smy Purchasing (
Acknow	wledged:				
Contra	actor:				
Ву:	-				
Title:	-				
xc:	City Clerk Administrative Se Purchasing - Conf File	rvices tracts Administrator			

RESIDENT CONTRACTOR PREFERENCE

In-State Preference:

Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to obtain in-state preference, are required to obtain a preference number with the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the bid opening date.

For additional information please call 505-827-0951 or go to:

http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx

Veterans Preference:

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD **and** the attached Resident Veterans Preference Certification.

This preference is separate from the in-state preference and is not cumulative with that preference.

Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard application of the resident veterans' preference to this procurement:	to
Please check one box only	
□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is 1 \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or minformation about this fact constitutes a crime.	less than sleading
I declare under penalty of perjury that my business prior year revenue starting January I ending December 31 is \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowing false or misleading information about this fact constitutes a crime.	more than gly giving
☐ I declare under penalty of perjury that my business prior year revenue starting January 1ending December 31 is t \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or information about this fact constitutes a crime.	more than misleading
"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and e December 31, the following to be true and accurate: "In conjunction with this procurement and the requirements of this business' application for a Ro Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to rep State Purchasing Division of the General Services Department the awarded amount involved. I will indicate report the award amount as a purchase from a public body or as a public works contract from a public the case may be. "I understand that knowingly giving false or misleading information on this report constitutes a	esident NMSA bort to the cate in c body as
I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand the false or misleading statements about material fact regarding this matter constitutes a crime.	at giving
(Signature of Business Representative)* (Date)	
*Must be an authorized signatory for the Business.	

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

RELEASE AND WAIVER OF LIENS, FORM AF-18

With reference to Contract Control No. <u>13-986</u>	680 Project No. 13-01 dated, 20, as amended, between the
undersigned Contractor(name of Contractor)	and <u>CITY OF FARMINGTON</u> (Owner)
	nts at various locations within Farmington, New Mexico (location of Owner's premises)
	e full payment of all costs, charges and expenses incurred by it or on its equipment supplied to the foregoing premises or used in connection with its
full payment of all costs, charges and expenses equipment supplied to the foregoing premises	nowledge and belief, each of its subcontractors and material men has made incurred by them or on their behalf for work, labor, services, materials and or used by them in connection with said Contract. constitutes complete and total payment, the Contractor hereby remises,
its premises and property and the Engineer, fro	(Owner) om all bills, liens and claims of every nature arising out of or in connection y amendments thereto, except as set forth in the Contractor's Statement
The foregoing shall not relieve the Contractor of	of its obligations under the provisions of said Contract, as amended, which including, without limitation, warranties, guarantees and indemnities, 20
State of	
County of	Name of Contractor
Subscribed and Sworn to before me this day of, 20	By
Notary Public	Title
My commission expires:	
Original - City of Farmington Contracts Admini xc: Contractor Project Manager/Construction Inspect	

SUBCONTRACTOR'S RELEASE AND WAIVER OF LIENS, FORM AF-19

THE UNDERSIGNED, for and in consideration of the sum indicated below, the receipt whereof is hereby acknowledged, which is in full/partial payment of all sums due him for work performed and/or materials furnished in connection with the following described project, does hereby waive any right which he may have at this date to file any liens, mechanics, materialmen, or otherwise against said property for or by reason of any work performed or any materials furnished in undersigned affirms that there are no amounts included in this payment for labor or materials furnished by other parties which can become a lien against the described project.

PROJECT: 2013 Annual Municipal Utilities Improvem	nents		
LIEN WAIVER DATE:			
AMOUNT:			
() FULL () PARTIAL			
TYPE OF WORK AND/OR MATERIAL FURNISHED			
Executed this day of 20			
Executed this day of , 20 _	<u>_</u> .		
CONTRACTOR:	SUBCONTRACTOR	! :	
Mailing Address:	Mailing Address:		
By:	Ву:		
Title:	Title:		
STATE OF NEW MEXICO)			
) ss.			
COUNTY OF SAN JUAN)			
Subscribed and Sworn to before me this	day of	, 20	
Notary Public:			
My Commission Expires:			

CONTRACTOR'S STATEMENT CONCERNING CLAIMS, FORM AF-20

For the purpose of obtaining final payment of funds due me for the satisfactory completion of <u>2013 Annual Municipal Utilities Improvements</u> in conformity with the contract documents, including the plans and specifications or authorized modifications thereof, I hereby certify that all lawful claims for labor performed and material, supplies and services furnished by me or any sub-contractor for the said work, have been fully paid or satisfied, with the exception of the following claims:

•			
Executed this _	day of		, 20
CONTRACTOR	:		
Mailing Address	:		
Ву:			
STATE OF NEV			
COUNTY OF SA) ss. AN JUAN)		
Subscribed and	Sworn to before me this	day of	, 20
Notary Public: _			
My Commission	Expires:		
Original: City of xc:	Farmington Contracts Adminis Contractor Project Manager/Construction		

It is requested that final payment of funds due me under the contract be made.

WAIVER FOR PARTIAL PAYMENTS, FORM AF-21

The undersigned surety on the bond of the contr	actor for the	construction	of 2013 Annual		
Municipal Utilities Improvements hereby consent					
amounts for materials under the provisions of the Contract Documents dated					
<u>, 2013</u> by the City of Farmington a	nd	ackr	lowledges that		
such payment whether or not in strict compliance					
	shall not preclude or stop the City of Farmington from showing the true character and				
	quantity of the materials furnished or from recovering from the contractor or his sureties				
such damages as the City of Farmington may su			cy in quantity or		
quality of the material with respect to which part	tial payment	was made.			
INIMITATE COMMITTEE CONTINUE AND ADMINISTRATION OF THE PROPERTY OF THE PROPERT					
IN WITNESS WHEREOF, We have hereunto se			_		
County, New Mexico,	this	day of	_, A.D. 2013		
0 (
Sureties:					
(CORPORATION SEAL)					
Approved:					
City Clerk					
•					
, 2013					
Bonding Company Address:					
Boliding Company Address.					
Street or Box No.					
City/State/Zip Code					

DRUG-FREE WORKPLACE CERTIFICATION, FORM AF-25

Contractor:

Project Name: 2013 Annual Municipal Utilities Improvements

Project Number: 13-01 Contract Control Number: 13-98680

The Contractor named above hereby certifies to be in compliance with 49 CFR parts 40 and 382 by establishing a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and to provide a workplace free of drug use and alcohol misuse. The above Contractor will:

- 1. Have in place a policy in compliance with 49 CFR Parts 40 and 382 that provides for pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow -up testing for controlled substances and alcohol.
- 2. 49 CFR Part 382, section 382.603 requires that persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive an additional 60 minutes of training on controlled substances use.
- 3. Have in place a drug free and alcohol free workplace policy that applies to everyone that works on the project described in the contract. The drug free and alcohol free workplace policy shall include an education and training program that informs employees about the following:
 - a. The dangers of drug use and alcohol misuse in the workplace;
 - b. The person's or organization's policy in maintaining a workplace free of drug use and alcohol misuse;
 - c. Any available counseling, rehabilitation and employee assistance programs;
 - d. Penalties that may be imposed upon employees for violations; and,
 - e. Provisions for pre-employment and reasonable suspicion testing.
- 4. All of the contractor's employees who perform work on this project must be provided with a copy of the above referenced policies as those policies apply to them, i.e. not all employees are commercial drivers, but all employees would be subject to the drug-free and alcohol-free workplace policies.
- 5. That everyone who works on the contract agrees to abide by the terms of the Contractor's Statement as a condition of continued employment on the contract.
- 6. That no one who has tested positive within the past year will be allowed to perform work on this project.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico.

OFFICIAL'S NAME	COMPANY NAME	
DATE EXECUTED	EXECUTED IN THE COUNTY OF	
CONTRACTOR'S SIGNATURE		
TITLE		
FEDERAL ID NUMBER		

CONTRACTOR SAFETY CERTIFICATION, FORM AF-26

Contractor:

Project Name: 2013 Annual Municipal Utilities Improvements

Project Number: 13-01 Contract Control Number: 13-98680

The Contractor named above hereby certifies and shall comply with all applicable Federal, State, County laws, rules, regulations, City ordinances, and best safety practice guidelines for the health and safety of contractor and sub-contractor employees when performing work for the City of Farmington. The City of Farmington Compliance Contractor Safety Verification Program shall require contractors and subcontractors to comply with the law, and use all safety precautions to protect their employees, and the public when engaged in construction projects. The personal safety and health of contractor's and subcontractor's employees is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it shall be given precedence over operating productivity whenever necessary.

Regulatory Standards: All applicable federal, state and local safety, health and environmental regulatory requirements, including but not limited to: OSHA -29 CFR.

BASIS: It is the responsibility of the general contractor to ensure contractor, and sub-contractors working within the City of Farmington adhere to all applicable safety, health, and environmental standards while conducting business on the construction site or on City Property. When a general contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the general contractor will inform the sub-contractor that the workplace contains specific hazards and that the work to be done shall be allowed only if all workers have the proper training, necessary certification(s), proper equipment, and work conditions to complete the work safely.

GENERAL: The contractor will ensure that safe work practices are used by contractor and sub-contractor personnel to provide for the control of risks associated with hazards, by using established procedures for; lock-out-tag-out, confined space entry, welding, trenching, piping, PPE, fall protection, dust control, hearing protection, public safety, and general safety. At the request of the City's Safety Division, the contractor shall provide information regarding the contractor's past safety performance and current safety program.

Responsibility: The contractor shall be responsible for complying with the safety standards applicable to the work they are performing. The contractor agrees that he/she is responsible to enforce compliance with all safety regulations from everyone, including sub-contractors, who work on the contract as a condition of employment on the contract.

Contractor Safety Inspections: Contractor work site safety inspections may be conducted periodically by a City of Farmington Safety Inspector.

CEDTIFICATION

CENTIFI	CATION	
I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico.		
OFFICIAL'S NAME	COMPANY NAME	
DATE EXECUTED	EXECUTED IN THE COUNTY OF	
CONTRACTOR'S SIGNATURE		
TITLE		
FEDERAL ID NUMBER		