

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BID**



**IFB# 2016-0320-PW/MM**

**SLUDGE REMOVAL**

**APRIL 2016**

**SANTA FE COUNTY**

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**ADVERTISEMENT  
INVITATION FOR BIDS  
SLUDGE REMOVAL  
IFB# 2016-0320-PW/MM**

The Santa Fe County Public Works Department requests bids from licensed construction companies to remove, transport and dispose of sludge. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package must be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM on Wednesday, May 18, 2016 at the Santa Fe County Purchasing Division located at 142 West Palace Avenue, (Second Floor), Santa Fe, NM 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with the regulations and requirements stated within this IFB.

**A Pre-Bid Conference & Site Visit will be held at 2:00PM on Wednesday, May 4, 2016** at the Santa Fe County Public Safety Complex, 35 Camino Justicia, Santa Fe, New Mexico 87508. Attendance at the Pre-Bid Conference & following Site Visit is not mandatory but attendance is strongly encouraged.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

The Invitation for Bid Documents will be available by contacting Maricela Martinez, Santa Fe County Purchasing, by telephone at (505) 992-9864, email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov) and on the Santa Fe County website at [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations).

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.**

Santa Fe County  
Publish: April 24 & 25, 2016

## **INSTRUCTIONS FOR BIDDERS**

Bids are requested by Santa Fe County for the removal, transportation and disposal of sludge for the Quill Wastewater Treatment Facility, located in Santa Fe, NM, in accordance with the IFB, NMED SWB and the Disposal Management Plan prepared by Bohannon Houston Inc. and other contract documents prepared by Santa Fe County.

1. **LOCATION AND DESCRIPTION OF WORK:** The project location is the Quill Wastewater Facility located at 4311 New Mexico 14, Santa Fe, New Mexico. This project involves the removal, transport and delivery of approximately 1380 cubic yards (+/-) of municipal wastewater treatment facility sludge to an approved receiving landfill. The project will be conducted in compliance with the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) regulations and compliant with 40 CFR 257/258 or 40 CFR 503.

### **BACKGROUND**

Santa Fe County Utilities (SFCU) operates the Quill Wastewater Treatment Facility (QWWTF) under a long-term lease with the New Mexico Department of Corrections and the New Mexico General Services Department. The QWWTF has accumulated dry sludge that must be disposed of in a cost effective manner that meets all state and federal rules and regulations. Dry sludge, pond liner debris and dirt in need of disposal are currently being stored at the QWWTF in two locations; (1) the empty east primary lagoon, which is now off-line, and (2) a temporary sludge storage area to the south of the effluent storage lagoon. The estimated volume of stored sludge, liner debris and dirt that will need to be disposed is approximately 1,380 cubic yards. Because the sludge is mixed with dirt, scraps of hypalon lagoon liner, sharps and coarse debris (due to poor influent screening at the QWWTF), landfill disposal had been determined to be the only practical option.

### **SCOPE OF WORK**

- a) All work will be performed in compliance with all federal, state and local requirements including but not limited to the NMED Solid Waste Bureau (SWB) approved Disposal Management Plan (DMP) for the Quill Wastewater Treatment Facility (QWWTF) attached hereto as Appendix E.
- b) Sludge will be removed from its current storage area using a heavy front loader or other suitable equipment. Earthwork to modify the berm of the east primary lagoon to gain access to the sludge in the lagoon will be incidental to the work. Upon completion of the sludge removal, the berm will have to be returned to a state similar to prior modification, but no compaction or density standard must be met.
- c) Although Sludge has been in long term storage and is considered “dry” some accumulation of precipitation may occur, particularly in the east primary lagoon. Because of this, the sludge may be need to mixed with small amounts of clean fill dirt to ensure that no free liquid exists. Clean fill is available on site and this approach is consistent with the approved Disposal Management Plan.

- d) Sludge will be transported by current and properly registered Special Waste Hauler.
- e) Special Waste Hauler must be registered with, authorized by the New Mexico Environment Department to transport municipal wastewater treatment facility sludge (also known as “biosolids”) and classified as “Special Waste” under the New Mexico Environment Department Solid Waste Regulations.
- f) The contractor is responsible for the payment of all tipping fees to the landfill as the sludge is delivered in accordance with the policies of the receiving landfill.
- g) Sludge will be transported dry to minimize the number of runs. All loads must be properly covered to prevent windblown loss during transport. All transporting vehicles including but not limited to tandem dump trucks or end-dump trailers pulled by semi-truck or other suitable transport vehicles must meet all NMED Commercial Hauler & Special Waste Hauler requirements.
- h) The turn radius and access at the Quill Wastewater Treatment Facility (QWWTF) site may be limited in some locations. Bidders are advised to inspect the area during the pre-bid conference.
- i) Included in Exhibit 1 of the DMP is an example of the special waste manifest that is to be used by the contractors to track each load. All manifests must be provided to the County at the end of the project for records retention. Manifests will be made available to the NMED SWB for inspection upon request.
- j) The anticipated truck route is included in Exhibit 2 of the DMP. If any deviations to this route are proposed by the contractor, the NMED must be notified and a revised map must be submitted.
- k) All bidders must submit their Special Waste hauling endorsement with their bid.

Contingency Plan

- a) The Contractor/hauler will be responsible for any abatement or environmental cleanup procedures required by NMED or other regulatory agencies required in the event of a sludge release or spill. Such actions are outlined in the Project Contingency Plan that was approved as part of the DMP. The following contingency plan actions are applicable:
  - i. In the event sludge is released or spilled at the wastewater treatment plant NMED Ground Water Quality Bureau must be notified immediately as required by the generator’s discharge permit (DP234). The generator and the hauler will take measures to contain and mitigate damage from any unauthorized discharge. The generator will coordinate with and notify NMED GWQB for any additional cleanup requirements and reclamation.
  - ii. In the event sludge is spilled or released on a public right-of-way (ROW), or on private property that is not regulated site for sludge disposal or generation, then the Contractor/Hauler will complete the following:
    - 1. Render first aid, if necessary.

2. Make emergency notifications to public authorities to assist in preventing public contract with the sludge. The following public authorities will be contacted:
  - New Mexico State Police (505) 827-9300;
  - Santa Fe County Sheriff's Department (505) 986-2400
  - Santa Fe Police Department (505) 428-3710
3. Notify NMED 24-Hour Emergency Reporting Number (505) 827-9329.
4. Notify Land Owners, or ROW permit owners such as New Mexico Department of Transportation, or Santa Fe County.
5. The Contractor/Hauler will coordinate cleanup and any abatement actions necessary resulting from the release of the sludge spill.
6. The requirements are to be in addition to, or coincide with the items identified in the registered Contractor/Hauler Project Contingency Plan.
7. In the event sludge is released at the sludge disposal facility site, the procedures included in the contingency plan for the unauthorized release of sludge at the Caja Del Rio Landfill will be adhered to.

Project Schedule: This project will be executed in accordance with the following (proposed schedule):

1. Project Milestones:

- i. Kickoff meeting and site evaluation – ten (10) days following the Authorization to proceed notification to the selected contractor.
- ii. Contractor/Hauler will mobilize onto site within ten (10) business days from kickoff meeting and begin preparations to construct access into lagoon and temporary storage sites.
- iii. Removal of sludge will take place the day after access earthwork has been completed and hauling will continue during regular work hours until all sludge has been removed.
- iv. Upon removal of sludge Contractor/Hauler will return site earthwork to stable condition (similar to how site existed before work began) and demobilize from site.
- v. Contractor/Hauler will provide Santa Fe County with all related documentation and receipts from project within five (5) business days. Tipping receipts from landfill will be utilized to determine the volume and weight of sludge/material removed.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the Scope of Work.

2. SPECIFICATIONS: This project will be in accordance with all federal, state and local requirements, the NMED SWB approved Disposal Management Plan prepared for this

project by Bohannon Houston Inc., and other contract documents prepared by Santa Fe County, except as otherwise specified herein or in the contract.

3. TIME AND PLACE OF RECEIVING AND OPENING BIDS: This information will be found in the "Advertisement for Bids", page 3 of this IFB. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
4. CONTRACT TIME: The number of days for the completion of work (the contract time) is 30 working days.
5. COPIES OF BIDDING DOCUMENTS: The Invitation for Bid Documents will be available by contacting Maricela Martinez, Santa Fe County Purchasing, by telephone at (505) 992-9864, email at [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov) and on the Santa Fe County website at [www.santafecountynm.gov/services/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/services/asd/current_bid_solicitations).

Bidders shall use complete sets of Bidding Documents in preparing bids; neither the owner nor engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the Bidding Documents is conferred by issuance of copies of the bidding documents.

6. BIDDER'S REPRESENTATION: By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.
7. INTERPRETATIONS/ADDENDA: All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the Procurement Manager, as having received the bidding documents at least seven (7) calendar days before the scheduled bid opening date. Questions received less than seven (7) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Maricela Martinez, Procurement Specialist Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)

Santa Fe, NM 87501

Ph. (505) 992-9864

Fax (505) 989-3243

Email – [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov)

Addenda will be transmitted to all bidders that are listed on the Bid Holder's List at the printer(s) who have received a complete set of Bid Documents.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications, (see Appendix H).

Addenda will be issued no later than five (5) working days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

9. PREFERENCES IN PROCUREMENT:

*New Mexico In-state Preference.*

- A. New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference requires the bidder to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If a bidder submits with its bid a copy of a valid and current in-state resident contractor certificate, the bidder's bid will be deemed to be 5% lower than the bid actually submitted.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

**OR**

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran contractor**”. Certification by the department of taxation and revenue for the resident veteran contractor requires the bidder to provide evidence of annual revenue and other evidence of veteran status.

A bidder who wants the veteran contractor preference to be applied to its bid is required to submit with its bid the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix E.

If a bidder submits with its bid a copy of a valid and current veteran resident contractor certificate, the bidder's bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business' annual revenue.

**The in-state resident contractor preference is not cumulative with the resident veteran contractor preference.**

The in-state and veteran preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>.

10. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:** The contractor shall be required to fully comply with the Subcontractors Fair Practices Act, NMSA 1978, 13-4-31 to 13-4-42.
  - A. The contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
  - B. Any subcontractor who will be providing more than \$5,000 or one-half of one percent of the architect's or engineer's estimate of the total project cost (not including alternates) whichever is greater for any service, must be listed on the Subcontractor Listing. The subcontractor listing threshold for this IFB is \$5,000.
11. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.
12. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

A contractor or subcontractors who submit a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act must be registered with the New Mexico Workforce Solutions at the time of the bid opening. The registration number shall be provided in the bid submitted by the contractor in the space provided for subcontracts with work proposed. After the bid

opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration numbers are *“inactive”* and the contractor does not provide proof of the required registration for itself or its subcontractors for work proposed over sixty thousand dollars (\$60,000).

For a public works contract whose value is \$60,000 or more, the NM Public Works Minimum Wage Act, 13-4-11 NMSA 1978, also requires all tiers of subcontractors to submit certified weekly payroll records to the general contractor and the County biweekly. If this provision applies, the contractor shall, and shall require all tiers of subcontractors, to submit certified weekly payroll records to the contractor and the County’s Project Manager for this project.

13. BID FORM:

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

14. BID SECURITY: Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid. Such bid security shall be in the form of a certified or cashier’s check made payable to the County or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department.

By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the County and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

The County will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

15. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
16. **QUALIFICATION OF BIDS:** All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified at the time the bid is submitted.
17. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the “Advertisement for Bids” on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:
  18. 

Maricela Martinez, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501
19. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bid may not be modified, withdrawn or canceled by the bidder following the time and date designated for the receipt of bids, and each bidder so agrees to these conditions by submitting a bid.

Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the County at the address designated for receipt of bids. Such notice shall be in writing and signed by the bidder.

Upon receipt such written confirmation shall be date and time stamped by the County on or before the date and time set for receipt of bids. A modification of a bid shall be worded as not to reveal the amount of the original bid.
20. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.
21. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.
22. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:

- A. Bid Proposal – Include name of bidder, type of organization, contractor’s license number and DOL registration number and all required signatures.
- B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder’s name, title, address, telephone number, contractor’s license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
- C. Bid Sheet-Include best price offered, excluding GRT.
- D. Non-Collusion Affidavit for Prime Bidder Form-Include all required notarized signatures.
- E. Certification of Non-Segregated Facilities Form-Include all required notarized signatures.
- F. Certification of Bidder Regarding Equal Employment Opportunity Form-Include all required signatures.
- G. Bid Bond-Include all required notarized signatures.
- H. Bid Security- Shall be in the form of a certified or cashier’s check made payable to the County or a surety bond issued by a surety.
- I. Subcontractor’s Listing Form-List of all subcontractors performing work over \$5,000.00, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
- J. Campaign Contribution Disclosure Form-Include all required signatures.
- K. Valid certificate of resident business or resident contractor.

**IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID MAY BE DISQUALIFIED AND CONSIDERED NON-RESPONSIVE.**

23. BIDS TO REMAIN OPEN: All bids shall remain open for ninety (90) days after the day of the bid opening.

23. AWARD OF CONTRACT:

- A. The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
- B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder submitting a bid that is either: (i) the lowest base bid; or (ii) the lowest bid including the base bid and the alternate(s); or (iii) the lowest bid including the base bid and any combination of the alternates.
- C. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the County for a lower bid if the lowest bid is within **ten percent** over budgeted project funds in order to prevent all bids from being rejected. No change in the original scope and/or terms and conditions will be allowed. Negotiations may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the County.
- D. Alternates may be accepted and awarded in any manner or order based on available budget. The County reserves the right not to award any particular alternate.

24. **LIQUIDATED DAMAGES:** Liquidated damages in the amount of five hundred dollars (\$500.00) per each working day shall be assessed after the completion date (as adjusted by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
25. **PREFERENCES IN EQUIPMENT AND MATERIAL:** In the construction of this project, the County has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
26. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
27. **PERMITS:** It is the responsibility of the contractor and each subcontractor to obtain permits and inspections required by the County and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.
28. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
29. **QUANTITIES:** The quantities set forth in the bid 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 work actually performed.
30. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.
31. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
32. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds,

performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.

33. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

34. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
35. **IDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
36. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
37. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire.
38. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the owner may decide.
39. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured for the insurance coverage as specified in the sample contract and the County's supplementary conditions attached hereto.
40. **CLARIFICATION OF NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR, AND CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY:** The general contractor is not required to present completed "Non-Collusion Affidavit of Subcontractor" and "Certification of

Subcontractor Regarding Equal Employment Opportunity” forms from their subcontractors at the time of bid submittal; however, once the contract is awarded, the general contractor is responsible for providing these forms along with the bonds and certificate of insurance.

42. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred twenty-five thousand dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.
43. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
44. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
45. **NUMBER OF BIDS ACCEPTED.** Bidders shall submit only one (1) bid in response to this IFB.
46. **LIVING WAGE:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
47. **DOUBLE SIDED DOCUMENTS:** All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...”all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

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**BID PROPOSAL**

**IFB# 2016-0320-PW/MM SLUDGE REMOVAL**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the Information for Bidders and in strict conformance with the Contract Documents, \_\_\_\_\_, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a \_\_\_\_\_ (type of business or legal entity), hereby proposes to perform all the WORK required for the construction services for the Sludge Removal located in Santa Fe County, New Mexico.

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

The undersigned hereby agrees to execute and deliver the Construction Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case we do not, Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

\_\_\_\_\_  
Signature-Title

(Corporate Seal)

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

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

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Corporation organized under the Laws of the State of

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New Mexico Contractor's License No.

NM Department of Workforce Solutions,  
Public Works Labor Enforcement Fund  
Registration Number:

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**SANTA FE COUNTY  
BID FORM**

FROM: \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Bidder".

TO: Santa Fe County  
142 West Palace Avenue  
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

**BID FOR: IFB# 2016-0320-PW/MM  
PROJECT: SLUDGE REMOVAL**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal and other required bid forms as listed herein
- D. Form of Agreement
- E. Form of Performance Bond
- F. Form of Labor and Material Payment Bond
- G. Technical Specifications
- H. All information provided in the Project Manual and Drawings

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

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern). Bidder has provided unit prices for the scope of work.

In submitting this bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to it for signature.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal.** It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within ten (10) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheet
- D. Non-Collusion Affidavit for Prime Bidder
- E. Certification of Non-segregated Facilities
- F. Certification of Bidder Regarding Equal Employment Opportunity
- G. Bid Bond
- H. Subcontractors Listing (as included in this packet)
- I. Campaign Contribution Disclosure Form
- J. Preference Certificate(s)

***Failure to include any of the above listed documents in the bid submittal may be considered sufficient grounds for disqualification of the bidder and rejection of its bid.***

Respectfully submitted:

Name of Bidder:

Official Address:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

\*New Mexico Contractor's License Number and Types: \_\_\_\_\_

United States Treasury Number: \_\_\_\_\_

Resident Preference Certificate Number: \_\_\_\_\_

**BID SHEETS**

***IFB# 2016-0320-PW/MM***  
**SLUDGE REMOVAL**

Please offer your best price for the work required for the removal, transportation and disposal of sludge. The lump sum base bid must include pricing for tipping fees, materials, equipment, labor, travel, and any additional fees. Be advised that award may be made without discussion with bidders on offers received. Awarded Contractor will be asked to provide a schedule of values.

**BASE BID: THE BASE BID SHALL INCLUDE ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT AND OTHER WORK NECESSARY REQUIRED IN ACCORDANCE WITH THE SCOPE OF WORK.**

LUMP SUM BASE BID: \$ \_\_\_\_\_  
(WRITTEN IN NUMBERS)

LUMP SUM BASE BID: \$ \_\_\_\_\_  
(WRITTEN IN WORDS)

*(Exclusive of NM GRT and other applicable taxes)*

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) It is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the "Subcontractor".

(2) It is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ contract pertaining to the \_\_\_\_\_ project in \_\_\_\_\_.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

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

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

(SIGNED) \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SUBCONTRACTS**

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

B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.

- C. The contractor shall be as fully responsible to Santa Fe County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.
- D. The contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced.
- E. Nothing contained in the contract shall create any contractual relation between any subcontractor and Santa Fe County.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

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

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

---

**CERTIFICATION OF BIDDER**

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

---

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

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

---

**CERTIFICATION OF SUBCONTRACTOR**

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

---

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

---

NAME AND TITLE OF SIGNER (PLEASE TYPE)

---

SIGNATURE

---

DATE

**BID BOND**

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

WHEREAS, the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 2016, for sludge  
removal.

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

C. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
BIDDER

By: \_\_\_\_\_  
PRINCIPAL

(SEAL)

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_

**PERFORMANCE BOND**

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the “CONTRACTOR” and \_\_\_\_\_, as SURETY hereinafter called the “SURETY”, are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the “COUNTY”, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 2016, with the COUNTY for sludge removal., in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the “Contract.”

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY’S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
  - (1) Complete the Contract in accordance with its terms and conditions, or
  - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price” as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY’S Authorized New Mexico Agent

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL hereinafter called the “PRINCIPAL and  
\_\_\_\_\_ as SURETY hereinafter called the “SURETY”, are held and  
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE  
hereinafter called the “COUNTY”, for the use and benefit of any claimants as herein below defined, in  
the amount of \_\_\_\_\_(\$ . ) dollars for the payment whereof  
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 2016, with the  
COUNTY for sludge removal, which must be constructed in accordance with drawings and specifications  
which contract is referenced and made a part hereof, and is hereinafter referred to as the “Contract.”

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

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a  
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for  
use in the performance of the Contract, labor and material being construed to include but not  
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or  
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the  
COUNTY that every claimant as herein defined, who has not been paid in full before the  
expiration of a period of ninety (90) days after the date on which the last of such claimant’s  
work or labor was done or performed, or materials were furnished by such claimant,  
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and  
have execution thereof. The COUNTY shall not be liable for payment of any cost or  
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,  
shall have written notice in the form of an sworn statement to the COUNTY and any  
one or both of the following: the PRINCIPAL or SURETY above named, within  
ninety (90) days after such said claim is made or suit filed, stating with substantial  
accuracy the amount claimed and the name of the party to whom the materials were  
furnished, or for whom the work or labor was done or performed.
  - b. Such notice shall be served by mailing the same by registered mail or certified mail,  
postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or  
SURETY, at any place where an office is regularly maintained by said COUNTY,  
PRINCIPAL or SURETY for the transaction of business, or served in any manner in  
which legal process may be served in the State in which the aforesaid project is  
located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

**SUBCONTRACTOR LISTING**

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For *all trades* that are listed *“only one bid received”* or *“no bid received”* the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM  
IFB# 2016-0320-PW/MM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to Maricela Martinez, no later than **May 4, 2016** to receive any addenda for this solicitation.

Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

Name: \_\_\_\_\_  
 (Printed)

Title: \_\_\_\_\_

This name and address will be used for all correspondence related to the Invitation For Bids.

Maricela Martinez  
 Santa Fe County  
 Purchasing Division  
 142 W. Palace Avenue  
 Santa Fe, NM 87504  
 Phone: (505) 992-9864 Fax: (505) 989-3243  
 E-mail: [mcmartinez@santafecountynm.gov](mailto:mcmartinez@santafecountynm.gov)

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**

**Resident Veterans Preference Certification**

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

**Please check one box only:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

The 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 un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

## APPENDIX D

### N.M. WAGE DETERMINATION



STATE OF NEW MEXICO  
 NEW MEXICO DEPARTMENT OF  
 WORKFORCE SOLUTIONS  
 Labor Relations Division  
 121 Tijeras Ave NE, Suite 3000  
 Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

## PUBLIC WORKS PROJECT REQUIREMENTS

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

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

### General Contractor

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

### Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

### **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: [http://www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

### **CONTACT INFORMATION**

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

**TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING**  
**Effective January 1, 2016**

<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
<b>Electricians (outside)</b>		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
<b>Laborers</b>		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
<b>Operators</b>		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
<b>Truck Drivers</b>		
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, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US).

**APPENDIX E**

**APPROVED NMED MANAGEMENT DISPOSAL PLAN**



**NEW MEXICO  
ENVIRONMENT DEPARTMENT**

1190 Saint Francis Drive, Room N2150

P.O. Box 5469

Santa Fe, New Mexico 87502-5469

Phone (505) 827-0197 Fax (505) 827-2902

www.env.nm.gov



**SUSANA MARTINEZ**  
Governor

**JOHN A. SANCHEZ**  
Lt. Governor

**RYAN FLYNN**  
Secretary

**BUTCH TONGATE**  
Deputy Secretary

**Via Electronic and USPS First Class Mail**

January 29, 2016

Roy Glenn Gibson, P.E., Project Manager  
Bohannon Huston, Inc.  
7500 Jefferson St. NE  
Albuquerque, New Mexico 87109-4335

**Re: Approval of Revised Sludge Disposal Management Plan (“DMP”) – Quill Waste Water Treatment Plant, Santa Fe, New Mexico**

Dear Mr. Gibson:

The New Mexico Environment Department’s Solid Waste Bureau (“SWB”) has reviewed the revised DMP, dated January 19, 2015, for sludge generated at the Quill Waste Water Treatment Plant located at 4311 New Mexico Highway 14, Santa Fe, New Mexico. The included analytical results meet the requirements of the SWB. In accordance with the New Mexico Solid Waste Rules, 20.9.2.13.A(2) NMAC, the DMP is hereby approved *with the following conditions*:

1. Provide to the SWB the identity of the registered commercial hauler that will transport the sludge at least ten business days prior to any sludge transportation and
2. The change in sludge sampling protocol, as requested in your letter of September 10, 2015 which requests six samples total instead of one sample per 100 cubic yards of sludge, is approved for this one-time disposal.

Please note, that a “variance,” as requested in your September 10, 2015 letter, would require a public hearing per the Solid Waste Rules 20.9.2.15(B) NMAC.

If you have any questions, please call me at (505) 827-2775, or you may contact Chuck Akeley of my staff at (505) 222-9585 or via electronic mail at [chuck.akeley@state.nm.us](mailto:chuck.akeley@state.nm.us).

Sincerely,

Auralie Ashley-Marx  
Solid Waste Bureau, Chief

AAM:gwa:mlb

cc: Chuck Akeley, Manager, Enforcement Section, Solid Waste Bureau [via electronic mail]  
Teri D. Monaghan, Enforcement Coordinator, Solid Waste Bureau [via electronic mail]  
Marc L. Bonem, Enforcement Officer, Solid Waste Bureau [via electronic mail]

**DISPOSAL MANAGEMENT PLAN  
FOR  
QUILL WASTEWATER  
TREATMENT FACILITY**

**JANUARY 19, 2016**

Prepared for:

**SANTA FE COUNTY  
PUBLIC UTILITIES DEPARTMENT  
901 WEST ALAMEDA SUITE 20-C  
SANTA FE, NM 87501**

Prepared by:

**BOHANNAN HUSTON, INC.  
COURTYARD I  
7500 JEFFERSON STREET NE  
ALBUQUERQUE, NM 87109**

Prepared by:

  
Roy Glenn Gibson, P.E.

Date

Reviewed by:

  
Rob Richardson, P.E.

Date

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**II. DISPOSAL OPERATIONS ..... 1**  
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**VI. CONTINGENCY PLAN OR ACTION..... 3**  
**VII. FUTURE CHANGES ..... 4**

**APPENDICES**

APPENDIX A – LABORATORY ANALYSIS RESULTS FOR SLUDGE SAMPLING

**EXHIBITS**

- EXHIBIT 1 – SPECIAL WASTE MANIFEST
- EXHIBIT 2 – PROPOSED TRANSPORTATION ROUTE
- EXHIBIT 3 – SAMPLING PLAN
- EXHIBIT 4 – SAMPLING RESULTS
- EXHIBIT 5 – CAJA DEL RIO LANDFILL CORRESPONDENCE
- EXHIBIT 6 – SFCU CORRESPONDENCE & DP-234

## **I. GENERAL DESCRIPTION**

---

This disposal management plan is for the one-time disposal of domestic waste water sludge generated at the Santa Fe County Quill Waste Water Treatment Facility (formerly the State of New Mexico Penitentiary WWTF). The Quill WWTF is located at 4311 NM Hwy 14, approximately five miles south of Santa Fe, in Section 35, Township 16 North, Range 08, Santa Fe County. Latitude: 34°34'17.33"N Longitude 106°03'51.71"W. The Sludge Storage areas are made up of two impoundment areas.

The first is the East Primary Lagoon (EPL) this lagoon contains approximately 730 cubic yards of sludge which has been drying since October 2013 when the east primary Lagoon was removed from operation. The second area is a Temporary Sludge Storage Area (TSSA) that contains approximately 650 cubic yards of sludge which has been in temporary storage since October 2013 during the relining project for the West Primary Lagoon. The total sludge amount is estimated at 1,380 cubic yards of domestic sludge generated at the Quill Wastewater Treatment Facility over numerous years of operation in both the west and east primary lagoons. Both impoundments contain significant amounts of coarse debris (from years of impaired entrance works screening) and liner fragment.

Santa Fe County Utilities (SFCU) will contract with a registered commercial hauler authorized to haul sludge who will be responsible for preparing, transporting, and ultimately disposing of the sludge once this disposal management plan is approved.

## **II. DISPOSAL OPERATIONS**

---

Quill Wastewater Treatment Facility NMED Discharge Permit Number DP-234 receives domestic wastewater and is treated by a three-cell aerated lagoon system. Primary solids are separated by a mechanical bar screen, screenings are then disposed of in a dumpster and hauled to a landfill for disposal.

Sludge for this one-time Sludge Disposal Management Plan originated from the Primary Treatment Cells East and West. In October of 2013 the West Primary Impoundment was re-lined at which time the sludge in the west primary lagoon was moved to the TSSA. At the end of the re-lining project the East Primary Lagoon was taken off line where sludge has been drying ever since. The total volume is approximately 1380 cubic yards. This volume will be transported and disposed of in a single disposal occurrence.

As noted in the general description, the contractor will prepare sludge that has been air drying in the lined containment area. Since the area is lined, moisture could be retained in the sump portions with the sludge. The sludge will be prepared by processing with other

materials (such as clean sand), or utilizing the area as a rapid drying bed. This preparation will be required to remove any free liquids from the sludge, which is a requirement of the disposal facility.

### **III. DISPOSAL FACILITY**

---

The sludge will be disposed of at the Caja del Rio Landfill. This facility is permitted to receive sludge under permit number SWB-0226358 (SP). The facility is located 149 Wildlife Way, Santa Fe, NM 87506. The primary contact is Randy Watkins (505) 424-1850. Mr. Watkins has been contacted and has agreed to accept the sludge once the DMP has been approved by NMED SWB. Included in Exhibit 5 is correspondence indicating that the facility is aware that the disposal will take place, and that the DMP is being prepared.

### **IV. SLUDGE TRANSPORTATION**

---

Sludge will be transported by a current and properly registered special waste hauler. This waste hauler will be registered, and authorized by the NMED to transport the sludge. Sludge will be transported dry utilizing bobtail and/or tandem dump trucks. All load will be properly covered to prevent windblown loss during transports.

Included in Exhibit 1 is an example of the special waste manifest which will be used for each load of sludge transported. SFCU will retain copies of both the originating and finalized manifest for not less than three years. Manifests will be made available to the NMED SWB for inspection upon request.

The anticipated truck route is included at Exhibit 2. If any deviations to this route are proposed by the contractor, the NMED will be notified, and a revised map will be submitted. Once the special waste hauler is identified by the contractor, a copy of the current registration, hauler contingency plan and other required information will be submitted to the NMED for review. Once the special waste hauler is selected SFCU will provide identification to the SWB within 10 days of commencement of hauling.

### **V. SLUDGE SAMPLING AND ANALYSIS**

---

Six dry sludge samples were obtained on 10/08/2015. Three samples were taken from the EPL and three samples were taken from the TSSA. Samples were taken at various depths in an effort to obtain representative samples of each pile. The samples obtained

were tested for Percent Solids, USEPA Paint Filter Liquids, pH, PCB's, and Full TCLP, utilizing the USEPA QA/QC procedures, and approved analytical methods. A tabulation of the results are included as Appendix A and the full laboratory analysis are included as Exhibit 3. The analysis was performed by Hall Environmental Analysis Laboratory, (505) 345-3975, located at 4901 Hawkins Drive NE, Albuquerque, NM 87109.

Included as Exhibit 4 is the sampling plan which indicates the location at which each sample was taken with an overall vicinity map. Pictures have also been included as part of Exhibit 4 to demonstrate the overall conditions.

## **VI. CONTINGENCY PLAN OR ACTION**

---

The contracted hauler will be responsible for any abatement or environmental cleanup procedures required by the NMED or other regulatory agencies required in the event of a sludge release or spill. The following contingency plan or actions are proposed for the removal, transport and disposal of the sludge.

In the event sludge is released or spilled at the wastewater treatment plant, NMED Ground Water Quality Bureau will be notified immediately as required by the generators discharge permit (DP-234). The generator and the hauler will take measures to contain and mitigate damage from the unauthorized discharge. The generator will coordinate and notify NMED GWQB for any additional cleanup requirements and reclamation.

In the event sludge is spilled or released on a public right-of-way (ROW), or on private property that is not a regulated site for sludge disposal or generation, then the hauler/contractor will complete the following:

1. Render first aid, if necessary.
2. Make emergency notifications to public authorities to assist in preventing public contact with the sludge. The following public authorities will be contacted:
  - New Mexico State Police (505) 827-9300;
  - Santa Fe County Sheriff's Department (505) 986-2400
  - Santa Fe Police Department (505) 428-3710
3. Notify NMED 24-Hour Emergency Reporting Number: (505)827-9329
4. Notify Land Owners, or ROW permit owners such as New Mexico Department of Transportation, or Santa Fe County.
5. The Contractor/Hauler will coordinate cleanup and any abatement actions necessary resulting from the release of the sludge spill.
6. The requirements are to be in addition to, or coincide with the items identified in the registered special waste haulers contingency plan.

In the event sludge is released at the sludge disposal facility site, the procedures included in the contingency plan for the unauthorized release of sludge at the Rio Rancho Waste Management Landfill Facility will be adhered to.

## **VII. FUTURE CHANGES**

---

It is not anticipated that changes will be implemented in this DMP to allow for future sludge disposals. The purpose of this DMP is for the one-time disposal of domestic waste water sludge generated at the Santa Fe County Quill Waste Water Treatment Facility. Any future disposal will require the execution of a new DMP and will only occur if prior notification is given to the Solid Waste Bureau for review and approval. SFCU has provided a correspondence along with a copy of the WWTF's Discharge Permit (DP-234) detailing the future sludge disposal plans and are included as Exhibit 6.

**APPENDIX A – LABORATORY ANALYSIS RESULTS  
FOR SLUDGE SAMPLING**



**EXHIBIT 1 – SPECIAL WASTE MANIFEST**

<b>SPECIAL WASTE MANIFEST</b>		Manifest Document No.	Page 1 of
Generator's Name		Generator's Address	
		Generator's Telephone No.	
Origin of Special Waste (Project or Spill Location):			
Transporter #1 Company Name		Address	
		Telephone No.	
Transporter #2 Company Name		Address	
		Telephone No.	
Destination Facility Name/Site Address		Facility ID (Permit) Number	
		Telephone No.	
Type and Proper Name of Special Waste		Container(s) No.	Total Quantity
		Type	Unit Wt/Vol
Additional Descriptions for Special Waste Listed Above:			
Special Handling Instructions:			
<p><b>GENERATOR'S CERTIFICATION:</b> I hereby certify that the contents of this shipment are fully and accurately described above by type and proper name of the special waste, and that such waste has been managed, packaged, containerized and labeled in accordance with the requirements of 20.9.8 NMAC (Special Waste Requirements) in addition to any other applicable federal, state or local regulations.</p>			
Printed/Typed Name:		Signature:	
		Date:	
<b>TRANSPORTER 1 Acknowledgement of Receipt of Special Waste</b>			
Printed/Typed Name:		Signature:	
		Date:	
<b>TRANSPORTER 2 Acknowledgement of Receipt of Special Waste</b>			
Printed/Typed Name:		Signature:	
		Date:	
Discrepancy Indication Space:			
Facility Owner or Operator: <i>I hereby acknowledge receipt of the special waste as indicated upon this manifest, except as noted above in the Discrepancy Indication Space.</i>			
Printed/Typed Name:		Signature:	
		Date:	

GENERATOR

TRANSPORTER

FACILITY

**EXHIBIT 2 – PROPOSED TRANSPORTATION ROUTE**



New Mexico 14 & Penitentiary Rd to 149 Wildlife Way, Santa Fe, NM 87506

Drive 13.1 miles, 18 min



Map data ©2016 Google 1 mi

### New Mexico 14 & Penitentiary Rd

Santa Fe, NM 87508

Quill WWTF

- ↑ 1. Head east on NM-14 N toward NM-14 N 1.7 mi

---

  - ↶ 2. Turn left onto NM-599 N 6.1 mi

---

  - ↷ 3. Take exit 6 toward S Meadows Rd 0.3 mi

---

  - 📍 4. At the traffic circle, take the 5th exit onto Co Rd 62 0.2 mi

---

  - 📍 5. At the traffic circle, take the 2nd exit onto NM-599 Frontage Rd 1.4 mi

---

  - ↷ 6. Turn right onto Caja Del Rio Rd 1.7 mi

---

  - ↶ 7. Turn left onto Landfill Access Rd 1.6 mi
- i Destination will be on the left

## 149 Wildlife Way

Santa Fe, NM 87506

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

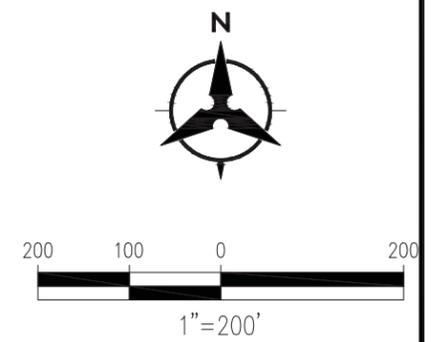
## **EXHIBIT 3 – SAMPLING PLAN**



### GENERAL NOTES

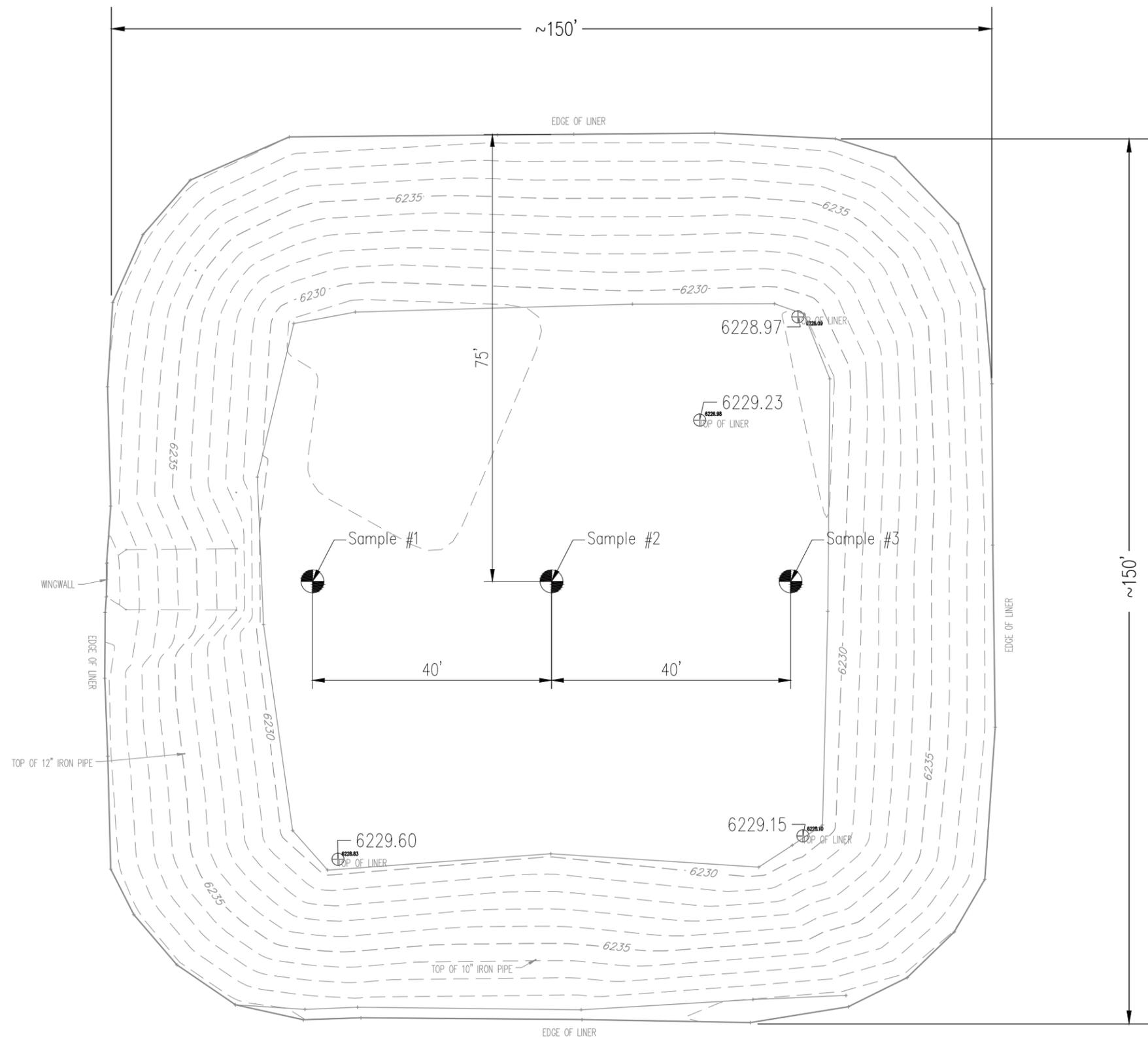
EAST PRIMARY LAGOON:  
35° 34' 17.33" N 106° 3' 51.71" W

TEMPORARY SLUDGE STORAGE AREA:  
35° 34' 18.29" N 106° 3' 41.18" W



SANTA FE COUNTY QUILL WWTF  
OVERALL MAP

FIGURE 1



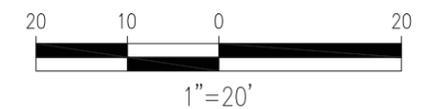
**GENERAL NOTES**

1. SLUDGE QUANTITIES ARE ESTIMATED USING A TOPOGRAPHIC SURVEY PERFORMED BY BHI ON 08/05/15.

**LEGEND**

- EDGE OF EXISTING LAGOON LINER
- - - - - EXISTING CONTOUR
- ⊗ Sample # TEST SAMPLE LOCATION
- ⊕ EXISTING SPOT ELEVATION

SLUDGE QUANTITY
~730 CY



EAST PRIMARY LAGOON TESTING PLAN

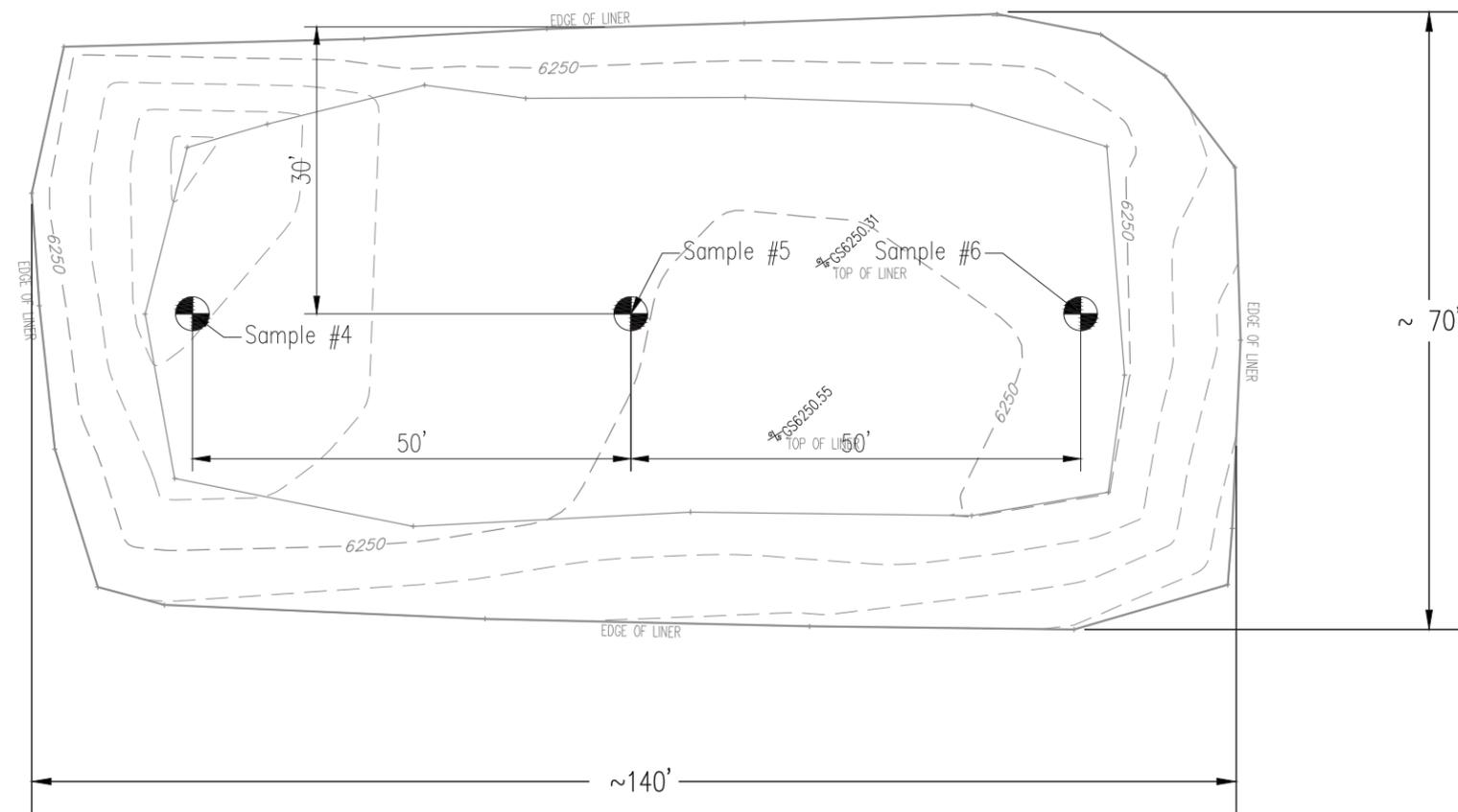
P:\20160156\TRANS\Design\Plan Production\Plans\Overall Map.dwg Sep 15, 2015 - 6:48pm

**GENERAL NOTES**

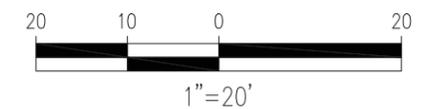
1. SLUDGE QUANTITIES ARE ESTIMATED USING A TOPOGRAPHIC SURVEY PERFORMED BY BHI ON 08/05/15.

**LEGEND**

- EDGE OF EXISTING LAGOON LINER
- - - - - EXISTING CONTOUR
- Sample #  
TEST SAMPLE LOCATION
- ⊕ EXISTING SPOT ELEVATION



SLUDGE QUANTITY
~650 CY



TEMPORARY SLUDGE STORAGE AREA TESTING PLAN

East Primary Lagoon Photos 1 of 3





East Primary Lagoon Photos 3 of 3



Temporary Sludge Storage Area Photos 1 of 2



Temporary Sludge Storage Area Photos 2 of 2



## **EXHIBIT 4 – SAMPLING RESULTS**



Hall Environmental Analysis Laboratory  
4901 Hawkins NE  
Albuquerque, NM 87109  
TEL: 505-345-3975 FAX: 505-345-4107  
Website: [www.hallenvironmental.com](http://www.hallenvironmental.com)

October 21, 2015

Roy Gibson  
Bohannon Huston  
7500 Jefferson NE  
Courtyard I  
Albuquerque, NM 87109  
TEL:  
FAX

RE: Quill WWTF Solid Waste Disposal Plant

OrderNo.: 1510451

Dear Roy Gibson:

Hall Environmental Analysis Laboratory received 6 sample(s) on 10/8/2015 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to [www.hallenvironmental.com](http://www.hallenvironmental.com) or the state specific web sites. In order to properly interpret your results it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0190

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Freeman', is written in a cursive style.

Andy Freeman  
Laboratory Manager  
4901 Hawkins NE  
Albuquerque, NM 87109

# Hall Environmental Analysis Laboratory, Inc.

Analytical Report

Lab Order 1510451

Date Reported: 10/21/2015

CLIENT: Bohannon Huston

Client Sample ID: East Primary Lagoon #1

Project: Quill WWTF Solid Waste Disposal Plant

Collection Date: 10/8/2015 10:15:00 AM

Lab ID: 1510451-001

Matrix: SOIL

Received Date: 10/8/2015 3:21:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>FREE LIQUID/PAINT FILTER</b>							
Free Liquid	Negative			Pos/Neg	1	10/15/2015 4:20:00 PM	R29572
Analyst: <b>JRR</b>							
<b>PERCENT SOLIDS</b>							
Percent Solids	85	0.10		wt%	1	10/15/2015 5:35:00 PM	R29601
Analyst: <b>KS</b>							
<b>MERCURY, TCLP</b>							
Mercury	ND	0.020		mg/L	1	10/13/2015 5:23:42 PM	21823
Analyst: <b>JLF</b>							
<b>EPA METHOD 6010B: TCLP METALS</b>							
Arsenic	ND	5.0		mg/L	1	10/15/2015 12:17:10 PM	21856
Cadmium	ND	1.0		mg/L	1	10/15/2015 12:17:10 PM	21856
Chromium	ND	5.0		mg/L	1	10/15/2015 12:17:10 PM	21856
Lead	ND	5.0		mg/L	1	10/15/2015 12:17:10 PM	21856
Analyst: <b>MED</b>							
<b>EPA METHOD 8081: PESTICIDES TCLP</b>							
Chlordane	ND	0.030		mg/L	1	10/16/2015 2:34:39 PM	21839
gamma-BHC (Lindane)	ND	0.40		mg/L	1	10/16/2015 2:34:39 PM	21839
Toxaphene	ND	0.50		mg/L	1	10/16/2015 2:34:39 PM	21839
Surr: Decachlorobiphenyl	63.3	27.3-155		%REC	1	10/16/2015 2:34:39 PM	21839
Surr: Tetrachloro-m-xylene	68.7	20.6-136		%REC	1	10/16/2015 2:34:39 PM	21839
Analyst: <b>JDC</b>							
<b>EPA METHOD 8082: PCB'S</b>							
Aroclor 1016	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Aroclor 1221	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Aroclor 1232	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Aroclor 1242	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Aroclor 1248	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Aroclor 1254	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Aroclor 1260	ND	0.040	D	mg/Kg	1	10/15/2015 6:06:22 PM	21816
Surr: Decachlorobiphenyl	52.8	25.2-134	D	%REC	1	10/15/2015 6:06:22 PM	21816
Surr: Tetrachloro-m-xylene	54.4	17.4-148	D	%REC	1	10/15/2015 6:06:22 PM	21816
Analyst: <b>SCC</b>							
<b>EPA METHOD 8260B: TCLP COMPOUNDS</b>							
Benzene	ND	0.50		ppm	10	10/12/2015 8:05:52 PM	21765
2-Butanone	ND	200		ppm	10	10/12/2015 8:05:52 PM	21765
Surr: 1,2-Dichloroethane-d4	96.6	70-130		%REC	10	10/12/2015 8:05:52 PM	21765
Surr: 4-Bromofluorobenzene	110	70-130		%REC	10	10/12/2015 8:05:52 PM	21765
Surr: Dibromofluoromethane	105	70-130		%REC	10	10/12/2015 8:05:52 PM	21765
Surr: Toluene-d8	93.3	70-130		%REC	10	10/12/2015 8:05:52 PM	21765
Analyst: <b>DJF</b>							
<b>SM4500-H+B: PH</b>							
pH	7.44	1.68		pH Units	1	10/16/2015 11:41:00 AM	R29595
Analyst: <b>JRR</b>							

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
	D	Sample Diluted Due to Matrix	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
	R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
	S	% Recovery outside of range due to dilution or matrix		

# Hall Environmental Analysis Laboratory, Inc.

Analytical Report

Lab Order 1510451

Date Reported: 10/21/2015

CLIENT: Bohannon Huston

Client Sample ID: East Primary Lagoon #2

Project: Quill WWTF Solid Waste Disposal Plant

Collection Date: 10/8/2015 10:25:00 AM

Lab ID: 1510451-002

Matrix: SOIL

Received Date: 10/8/2015 3:21:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>FREE LIQUID/PAINT FILTER</b>							
Free Liquid	Negative			Pos/Neg	1	10/15/2015 4:20:00 PM	R29572
Analyst: <b>JRR</b>							
<b>PERCENT SOLIDS</b>							
Percent Solids	91	0.10		wt%	1	10/15/2015 5:35:00 PM	R29601
Analyst: <b>KS</b>							
<b>MERCURY, TCLP</b>							
Mercury	ND	0.020		mg/L	1	10/13/2015 5:25:40 PM	21823
Analyst: <b>JLF</b>							
<b>EPA METHOD 6010B: TCLP METALS</b>							
Arsenic	ND	5.0		mg/L	1	10/15/2015 12:19:15 PM	21856
Cadmium	ND	1.0		mg/L	1	10/15/2015 12:19:15 PM	21856
Chromium	ND	5.0		mg/L	1	10/15/2015 12:19:15 PM	21856
Lead	ND	5.0		mg/L	1	10/15/2015 12:19:15 PM	21856
Analyst: <b>MED</b>							
<b>EPA METHOD 8081: PESTICIDES TCLP</b>							
Chlordane	ND	0.030		mg/L	1	10/16/2015 2:53:03 PM	21839
gamma-BHC (Lindane)	ND	0.40		mg/L	1	10/16/2015 2:53:03 PM	21839
Toxaphene	ND	0.50		mg/L	1	10/16/2015 2:53:03 PM	21839
Surr: Decachlorobiphenyl	61.1	27.3-155		%REC	1	10/16/2015 2:53:03 PM	21839
Surr: Tetrachloro-m-xylene	64.1	20.6-136		%REC	1	10/16/2015 2:53:03 PM	21839
Analyst: <b>JDC</b>							
<b>EPA METHOD 8082: PCB'S</b>							
Aroclor 1016	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Aroclor 1221	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Aroclor 1232	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Aroclor 1242	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Aroclor 1248	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Aroclor 1254	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Aroclor 1260	ND	0.040	D	mg/Kg	1	10/15/2015 6:52:00 PM	21816
Surr: Decachlorobiphenyl	64.0	25.2-134	D	%REC	1	10/15/2015 6:52:00 PM	21816
Surr: Tetrachloro-m-xylene	64.8	17.4-148	D	%REC	1	10/15/2015 6:52:00 PM	21816
Analyst: <b>SCC</b>							
<b>EPA METHOD 8260B: TCLP COMPOUNDS</b>							
Benzene	ND	0.50		ppm	10	10/12/2015 9:28:02 PM	21765
2-Butanone	ND	200		ppm	10	10/12/2015 9:28:02 PM	21765
Surr: 1,2-Dichloroethane-d4	94.2	70-130		%REC	10	10/12/2015 9:28:02 PM	21765
Surr: 4-Bromofluorobenzene	107	70-130		%REC	10	10/12/2015 9:28:02 PM	21765
Surr: Dibromofluoromethane	98.3	70-130		%REC	10	10/12/2015 9:28:02 PM	21765
Surr: Toluene-d8	98.5	70-130		%REC	10	10/12/2015 9:28:02 PM	21765
Analyst: <b>DJF</b>							
<b>SM4500-H+B: PH</b>							
pH	8.06	1.68		pH Units	1	10/16/2015 11:41:00 AM	R29595
Analyst: <b>JRR</b>							

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
	D	Sample Diluted Due to Matrix	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
	R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
	S	% Recovery outside of range due to dilution or matrix		

# Hall Environmental Analysis Laboratory, Inc.

Analytical Report

Lab Order 1510451

Date Reported: 10/21/2015

CLIENT: Bohannon Huston

Client Sample ID: East Primary Lagoon #3

Project: Quill WWTF Solid Waste Disposal Plant

Collection Date: 10/8/2015 10:30:00 AM

Lab ID: 1510451-003

Matrix: SOIL

Received Date: 10/8/2015 3:21:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>FREE LIQUID/PAINT FILTER</b>							
Free Liquid	Negative			Pos/Neg	1	10/15/2015 4:20:00 PM	R29572
Analyst: <b>JRR</b>							
<b>PERCENT SOLIDS</b>							
Percent Solids	93	0.10		wt%	1	10/15/2015 5:35:00 PM	R29601
Analyst: <b>KS</b>							
<b>MERCURY, TCLP</b>							
Mercury	ND	0.020		mg/L	1	10/13/2015 5:27:38 PM	21823
Analyst: <b>JLF</b>							
<b>EPA METHOD 6010B: TCLP METALS</b>							
Arsenic	ND	5.0		mg/L	1	10/15/2015 12:21:21 PM	21856
Cadmium	ND	1.0		mg/L	1	10/15/2015 12:21:21 PM	21856
Chromium	ND	5.0		mg/L	1	10/15/2015 12:21:21 PM	21856
Lead	ND	5.0		mg/L	1	10/15/2015 12:21:21 PM	21856
Analyst: <b>MED</b>							
<b>EPA METHOD 8081: PESTICIDES TCLP</b>							
Chlordane	ND	0.030		mg/L	1	10/16/2015 3:11:27 PM	21839
gamma-BHC (Lindane)	ND	0.40		mg/L	1	10/16/2015 3:11:27 PM	21839
Toxaphene	ND	0.50		mg/L	1	10/16/2015 3:11:27 PM	21839
Surr: Decachlorobiphenyl	66.0	27.3-155		%REC	1	10/16/2015 3:11:27 PM	21839
Surr: Tetrachloro-m-xylene	70.0	20.6-136		%REC	1	10/16/2015 3:11:27 PM	21839
Analyst: <b>JDC</b>							
<b>EPA METHOD 8082: PCB'S</b>							
Aroclor 1016	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Aroclor 1221	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Aroclor 1232	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Aroclor 1242	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Aroclor 1248	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Aroclor 1254	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Aroclor 1260	ND	0.040	D	mg/Kg	1	10/15/2015 7:37:36 PM	21816
Surr: Decachlorobiphenyl	54.4	25.2-134	D	%REC	1	10/15/2015 7:37:36 PM	21816
Surr: Tetrachloro-m-xylene	57.6	17.4-148	D	%REC	1	10/15/2015 7:37:36 PM	21816
Analyst: <b>SCC</b>							
<b>EPA METHOD 8260B: TCLP COMPOUNDS</b>							
Benzene	ND	0.50		ppm	10	10/13/2015 12:12:25 AM	21765
2-Butanone	ND	200		ppm	10	10/13/2015 12:12:25 AM	21765
Surr: 1,2-Dichloroethane-d4	90.4	70-130		%REC	10	10/13/2015 12:12:25 AM	21765
Surr: 4-Bromofluorobenzene	107	70-130		%REC	10	10/13/2015 12:12:25 AM	21765
Surr: Dibromofluoromethane	103	70-130		%REC	10	10/13/2015 12:12:25 AM	21765
Surr: Toluene-d8	92.6	70-130		%REC	10	10/13/2015 12:12:25 AM	21765
Analyst: <b>DJF</b>							
<b>SM4500-H+B: PH</b>							
pH	7.64	1.68		pH Units	1	10/16/2015 11:41:00 AM	R29595
Analyst: <b>JRR</b>							

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
	D	Sample Diluted Due to Matrix	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
	R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
	S	% Recovery outside of range due to dilution or matrix		

# Hall Environmental Analysis Laboratory, Inc.

Analytical Report

Lab Order 1510451

Date Reported: 10/21/2015

CLIENT: Bohannon Huston

Client Sample ID: Temp Storage #4

Project: Quill WWTF Solid Waste Disposal Plant

Collection Date: 10/8/2015 11:00:00 AM

Lab ID: 1510451-004

Matrix: SOIL

Received Date: 10/8/2015 3:21:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>FREE LIQUID/PAINT FILTER</b>							
Free Liquid	Negative			Pos/Neg	1	10/15/2015 4:20:00 PM	R29572
Analyst: <b>JRR</b>							
<b>PERCENT SOLIDS</b>							
Percent Solids	95	0.10		wt%	1	10/15/2015 5:35:00 PM	R29601
Analyst: <b>KS</b>							
<b>MERCURY, TCLP</b>							
Mercury	ND	0.020		mg/L	1	10/13/2015 5:29:37 PM	21823
Analyst: <b>JLF</b>							
<b>EPA METHOD 6010B: TCLP METALS</b>							
Arsenic	ND	5.0		mg/L	1	10/15/2015 12:23:27 PM	21856
Cadmium	ND	1.0		mg/L	1	10/15/2015 12:23:27 PM	21856
Chromium	ND	5.0		mg/L	1	10/15/2015 12:23:27 PM	21856
Lead	ND	5.0		mg/L	1	10/15/2015 12:23:27 PM	21856
Analyst: <b>MED</b>							
<b>EPA METHOD 8081: PESTICIDES TCLP</b>							
Chlordane	ND	0.030		mg/L	1	10/16/2015 3:30:44 PM	21839
gamma-BHC (Lindane)	ND	0.40		mg/L	1	10/16/2015 3:30:44 PM	21839
Toxaphene	ND	0.50		mg/L	1	10/16/2015 3:30:44 PM	21839
Surr: Decachlorobiphenyl	61.5	27.3-155		%REC	1	10/16/2015 3:30:44 PM	21839
Surr: Tetrachloro-m-xylene	65.6	20.6-136		%REC	1	10/16/2015 3:30:44 PM	21839
Analyst: <b>JDC</b>							
<b>EPA METHOD 8082: PCB'S</b>							
Aroclor 1016	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Aroclor 1221	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Aroclor 1232	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Aroclor 1242	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Aroclor 1248	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Aroclor 1254	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Aroclor 1260	ND	0.040	D	mg/Kg	1	10/15/2015 8:23:39 PM	21816
Surr: Decachlorobiphenyl	48.0	25.2-134	D	%REC	1	10/15/2015 8:23:39 PM	21816
Surr: Tetrachloro-m-xylene	48.8	17.4-148	D	%REC	1	10/15/2015 8:23:39 PM	21816
Analyst: <b>SCC</b>							
<b>EPA METHOD 8260B: TCLP COMPOUNDS</b>							
Benzene	ND	0.50		ppm	10	10/13/2015 12:39:44 AM	21765
2-Butanone	ND	200		ppm	10	10/13/2015 12:39:44 AM	21765
Surr: 1,2-Dichloroethane-d4	94.9	70-130		%REC	10	10/13/2015 12:39:44 AM	21765
Surr: 4-Bromofluorobenzene	108	70-130		%REC	10	10/13/2015 12:39:44 AM	21765
Surr: Dibromofluoromethane	104	70-130		%REC	10	10/13/2015 12:39:44 AM	21765
Surr: Toluene-d8	94.9	70-130		%REC	10	10/13/2015 12:39:44 AM	21765
Analyst: <b>DJF</b>							
<b>SM4500-H+B: PH</b>							
pH	7.63	1.68		pH Units	1	10/16/2015 11:41:00 AM	R29595
Analyst: <b>JRR</b>							

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
	D	Sample Diluted Due to Matrix	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
	R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
	S	% Recovery outside of range due to dilution or matrix		

# Hall Environmental Analysis Laboratory, Inc.

Analytical Report

Lab Order 1510451

Date Reported: 10/21/2015

CLIENT: Bohannon Huston

Client Sample ID: Temp Storage #5

Project: Quill WWTF Solid Waste Disposal Plant

Collection Date: 10/8/2015 11:15:00 AM

Lab ID: 1510451-005

Matrix: SOIL

Received Date: 10/8/2015 3:21:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>FREE LIQUID/PAINT FILTER</b>							
Free Liquid	Negative			Pos/Neg	1	10/15/2015 4:20:00 PM	R29572
Analyst: <b>JRR</b>							
<b>PERCENT SOLIDS</b>							
Percent Solids	94	0.10		wt%	1	10/15/2015 5:35:00 PM	R29601
Analyst: <b>KS</b>							
<b>MERCURY, TCLP</b>							
Mercury	ND	0.020		mg/L	1	10/13/2015 5:31:28 PM	21823
Analyst: <b>JLF</b>							
<b>EPA METHOD 6010B: TCLP METALS</b>							
Arsenic	ND	5.0		mg/L	1	10/15/2015 12:33:46 PM	21856
Cadmium	ND	1.0		mg/L	1	10/15/2015 12:33:46 PM	21856
Chromium	ND	5.0		mg/L	1	10/15/2015 12:33:46 PM	21856
Lead	ND	5.0		mg/L	1	10/15/2015 12:33:46 PM	21856
Analyst: <b>MED</b>							
<b>EPA METHOD 8081: PESTICIDES TCLP</b>							
Chlordane	ND	0.030		mg/L	1	10/16/2015 3:49:04 PM	21839
gamma-BHC (Lindane)	ND	0.40		mg/L	1	10/16/2015 3:49:04 PM	21839
Toxaphene	ND	0.50		mg/L	1	10/16/2015 3:49:04 PM	21839
Surr: Decachlorobiphenyl	52.9	27.3-155		%REC	1	10/16/2015 3:49:04 PM	21839
Surr: Tetrachloro-m-xylene	53.1	20.6-136		%REC	1	10/16/2015 3:49:04 PM	21839
Analyst: <b>JDC</b>							
<b>EPA METHOD 8082: PCB'S</b>							
Aroclor 1016	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Aroclor 1221	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Aroclor 1232	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Aroclor 1242	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Aroclor 1248	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Aroclor 1254	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Aroclor 1260	ND	0.040	D	mg/Kg	1	10/15/2015 9:09:24 PM	21816
Surr: Decachlorobiphenyl	12.8	25.2-134	SD	%REC	1	10/15/2015 9:09:24 PM	21816
Surr: Tetrachloro-m-xylene	20.8	17.4-148	D	%REC	1	10/15/2015 9:09:24 PM	21816
Analyst: <b>SCC</b>							
<b>EPA METHOD 8260B: TCLP COMPOUNDS</b>							
Benzene	ND	0.50		ppm	10	10/13/2015 1:07:03 AM	21765
2-Butanone	ND	200		ppm	10	10/13/2015 1:07:03 AM	21765
Surr: 1,2-Dichloroethane-d4	101	70-130		%REC	10	10/13/2015 1:07:03 AM	21765
Surr: 4-Bromofluorobenzene	102	70-130		%REC	10	10/13/2015 1:07:03 AM	21765
Surr: Dibromofluoromethane	108	70-130		%REC	10	10/13/2015 1:07:03 AM	21765
Surr: Toluene-d8	96.9	70-130		%REC	10	10/13/2015 1:07:03 AM	21765
Analyst: <b>DJF</b>							
<b>SM4500-H+B: PH</b>							
pH	7.57	1.68		pH Units	1	10/16/2015 11:41:00 AM	R29595
Analyst: <b>JRR</b>							

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
	D	Sample Diluted Due to Matrix	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
	R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
	S	% Recovery outside of range due to dilution or matrix		

# Hall Environmental Analysis Laboratory, Inc.

Analytical Report

Lab Order 1510451

Date Reported: 10/21/2015

CLIENT: Bohannon Huston

Client Sample ID: Temp Storage #6

Project: Quill WWTF Solid Waste Disposal Plant

Collection Date: 10/8/2015 11:30:00 AM

Lab ID: 1510451-006

Matrix: SOIL

Received Date: 10/8/2015 3:21:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>FREE LIQUID/PAINT FILTER</b>							
Free Liquid	Negative			Pos/Neg	1	10/15/2015 4:20:00 PM	R29572
Analyst: <b>JRR</b>							
<b>PERCENT SOLIDS</b>							
Percent Solids	94	0.10		wt%	1	10/15/2015 5:35:00 PM	R29601
Analyst: <b>KS</b>							
<b>MERCURY, TCLP</b>							
Mercury	ND	0.020		mg/L	1	10/13/2015 5:33:19 PM	21823
Analyst: <b>JLF</b>							
<b>EPA METHOD 6010B: TCLP METALS</b>							
Arsenic	ND	5.0		mg/L	1	10/15/2015 12:35:53 PM	21856
Cadmium	ND	1.0		mg/L	1	10/15/2015 12:35:53 PM	21856
Chromium	ND	5.0		mg/L	1	10/15/2015 12:35:53 PM	21856
Lead	ND	5.0		mg/L	1	10/15/2015 12:35:53 PM	21856
Analyst: <b>MED</b>							
<b>EPA METHOD 8081: PESTICIDES TCLP</b>							
Chlordane	ND	0.030		mg/L	1	10/16/2015 4:07:28 PM	21839
gamma-BHC (Lindane)	ND	0.40		mg/L	1	10/16/2015 4:07:28 PM	21839
Toxaphene	ND	0.50		mg/L	1	10/16/2015 4:07:28 PM	21839
Surr: Decachlorobiphenyl	60.6	27.3-155		%REC	1	10/16/2015 4:07:28 PM	21839
Surr: Tetrachloro-m-xylene	62.8	20.6-136		%REC	1	10/16/2015 4:07:28 PM	21839
Analyst: <b>JDC</b>							
<b>EPA METHOD 8082: PCB'S</b>							
Aroclor 1016	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Aroclor 1221	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Aroclor 1232	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Aroclor 1242	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Aroclor 1248	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Aroclor 1254	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Aroclor 1260	ND	0.040		mg/Kg	1	10/15/2015 9:55:09 PM	21816
Surr: Decachlorobiphenyl	31.2	25.2-134		%REC	1	10/15/2015 9:55:09 PM	21816
Surr: Tetrachloro-m-xylene	32.8	17.4-148		%REC	1	10/15/2015 9:55:09 PM	21816
Analyst: <b>SCC</b>							
<b>EPA METHOD 8260B: TCLP COMPOUNDS</b>							
Benzene	ND	0.50		ppm	10	10/13/2015 1:34:22 AM	21765
2-Butanone	ND	200		ppm	10	10/13/2015 1:34:22 AM	21765
Surr: 1,2-Dichloroethane-d4	90.4	70-130		%REC	10	10/13/2015 1:34:22 AM	21765
Surr: 4-Bromofluorobenzene	102	70-130		%REC	10	10/13/2015 1:34:22 AM	21765
Surr: Dibromofluoromethane	96.5	70-130		%REC	10	10/13/2015 1:34:22 AM	21765
Surr: Toluene-d8	95.4	70-130		%REC	10	10/13/2015 1:34:22 AM	21765
Analyst: <b>DJF</b>							
<b>SM4500-H+B: PH</b>							
pH	7.61	1.68		pH Units	1	10/16/2015 11:41:00 AM	R29595
Analyst: <b>JRR</b>							

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
	D	Sample Diluted Due to Matrix	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
	R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
	S	% Recovery outside of range due to dilution or matrix		

# Anatek Labs, Inc.

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504 E Sprague Ste. D • Spokane WA 99202 • (509) 838-3999 • Fax (509) 838-4433 • email spokane@anateklabs.com

**Client:** HALL ENVIRONMENTAL ANALYSIS LAB      **Batch #:** 151013046  
**Address:** 4901 HAWKINS NE SUITE D      **Project Name:** 1510451  
ALBUQUERQUE, NM 87109  
**Attn:** ANDY FREEMAN

## Analytical Results Report

**Sample Number** 151013046-001      **Sampling Date** 10/8/2015      **Date/Time Received** 10/13/2015 12:35 PM  
**Client Sample ID** 1510451-001B / EAST PRIMARY LAGOON #1      **Extraction Date** 10/14/2015  
**Matrix** Soil      **Sampling Time** 10:15 AM  
**Comments**

Parameter	Result	Units	PQL	Analysis Date	Analyst	Method	Qualifier
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP 2,4-D	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP Pentachlorophenol	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	

**Sample Number** 151013046-002      **Sampling Date** 10/8/2015      **Date/Time Received** 10/13/2015 12:35 PM  
**Client Sample ID** 1510451-002B / EAST PRIMARY LAGOON #2      **Extraction Date** 10/14/2015  
**Matrix** Soil      **Sampling Time** 10:25 AM  
**Comments**

Parameter	Result	Units	PQL	Analysis Date	Analyst	Method	Qualifier
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP 2,4-D	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP Pentachlorophenol	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	

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**Client:** HALL ENVIRONMENTAL ANALYSIS LAB      **Batch #:** 151013046  
**Address:** 4901 HAWKINS NE SUITE D      **Project Name:** 1510451  
ALBUQUERQUE, NM 87109  
**Attn:** ANDY FREEMAN

## Analytical Results Report

**Sample Number** 151013046-003      **Sampling Date** 10/8/2015      **Date/Time Received** 10/13/2015 12:35 PM  
**Client Sample ID** 1510451-003B / EAST PRIMARY LAGOON #3      **Extraction Date** 10/14/2015  
**Matrix** Soil      **Sampling Time** 10:30 AM  
**Comments**

Parameter	Result	Units	PQL	Analysis Date	Analyst	Method	Qualifier
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP 2,4-D	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP Pentachlorophenol	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	

**Sample Number** 151013046-004      **Sampling Date** 10/8/2015      **Date/Time Received** 10/13/2015 12:35 PM  
**Client Sample ID** 1510451-004B / TEMP STORAGE #4      **Extraction Date** 10/14/2015  
**Matrix** Soil      **Sampling Time** 11:00 AM  
**Comments**

Parameter	Result	Units	PQL	Analysis Date	Analyst	Method	Qualifier
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP 2,4-D	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP Pentachlorophenol	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	

**Sample Number** 151013046-005      **Sampling Date** 10/8/2015      **Date/Time Received** 10/13/2015 12:35 PM  
**Client Sample ID** 1510451-005B / TEMP STORAGE #5      **Extraction Date** 10/14/2015  
**Matrix** Soil      **Sampling Time** 11:15 AM  
**Comments**

Parameter	Result	Units	PQL	Analysis Date	Analyst	Method	Qualifier
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP 2,4-D	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP Pentachlorophenol	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	

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**Client:** HALL ENVIRONMENTAL ANALYSIS LAB  
**Address:** 4901 HAWKINS NE SUITE D  
ALBUQUERQUE, NM 87109  
**Attn:** ANDY FREEMAN

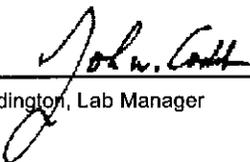
**Batch #:** 151013046  
**Project Name:** 1510451

## Analytical Results Report

<b>Sample Number</b>	151013046-006	<b>Sampling Date</b>	10/8/2015	<b>Date/Time Received</b>	10/13/2015 12:35 PM
<b>Client Sample ID</b>	1510451-006B / TEMP STORAGE #6			<b>Extraction Date</b>	10/14/2015
<b>Matrix</b>	Soil	<b>Sampling Time</b>	11:30 AM		
<b>Comments</b>					

Parameter	Result	Units	PQL	Analysis Date	Analyst	Method	Qualifier
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP 2,4-D	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	
TCLP Pentachlorophenol	ND	ppm	0.1	10/16/2015	MAH	EPA 8151A	

Authorized Signature

  
\_\_\_\_\_  
John Coddington, Lab Manager

MCL EPA's Maximum Contaminant Level  
ND Not Detected  
PQL Practical Quantitation Limit

This report shall not be reproduced except in full, without the written approval of the laboratory.  
The results reported relate only to the samples indicated.  
Soil/solid results are reported on a dry-weight basis unless otherwise noted.

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**Client:** HALL ENVIRONMENTAL ANALYSIS LAB  
**Address:** 4901 HAWKINS NE SUITE D  
ALBUQUERQUE, NM 87109  
**Attn:** ANDY FREEMAN

**Batch #:** 151013046  
**Project Name:** 1510451

## Analytical Results Report Quality Control Data

### Lab Control Sample

Parameter	LCS Result	Units	LCS Spike	%Rec	AR %Rec	Prep Date	Analysis Date
TCLP Pentachlorophenol	0.00872	ppm	0.01	87.2	50-150	10/14/2015	10/16/2015
TCLP 2,4-D	0.0995	ppm	0.1	99.5	50-150	10/14/2015	10/16/2015
TCLP 2,4,5-TP (Silvex)	0.0241	ppm	0.025	96.4	50-150	10/14/2015	10/16/2015

### Matrix Spike

Sample Number	Parameter	Sample Result	MS Result	Units	MS Spike	%Rec	AR %Rec	Prep Date	Analysis Date
151013046-006	TCLP Pentachlorophenol	ND	0.0102	ppm	0.01	102.0	50-150	10/14/2015	10/16/2015
151013046-006	TCLP 2,4-D	ND	0.0962	ppm	0.1	96.2	50-150	10/14/2015	10/16/2015
151013046-006	TCLP 2,4,5-TP (Silvex)	ND	0.0257	ppm	0.025	102.8	50-150	10/14/2015	10/16/2015

### Matrix Spike Duplicate

Parameter	MSD Result	Units	MSD Spike	%Rec	%RPD	AR %Rec	Prep Date	Analysis Date
TCLP Pentachlorophenol	0.00991	ppm	0.01	99.1	2.9	0-50	10/14/2015	10/16/2015
TCLP 2,4-D	0.106	ppm	0.1	106.0	9.7	0-50	10/14/2015	10/16/2015
TCLP 2,4,5-TP (Silvex)	0.0275	ppm	0.025	110.0	6.8	0-50	10/14/2015	10/16/2015

### Method Blank

Parameter	Result	Units	PQL	Prep Date	Analysis Date
TCLP 2,4,5-TP (Silvex)	ND	ppm	0.1	10/14/2015	10/16/2015
TCLP 2,4-D	ND	ppm	0.1	10/14/2015	10/16/2015
TCLP Pentachlorophenol	ND	ppm	0.1	10/14/2015	10/16/2015

AR Acceptable Range  
ND Not Detected  
PQL Practical Quantitation Limit  
RPD Relative Percentage Difference

### Comments:

Certifications held by Anatek Labs ID: EPA:ID00013; AZ:0701; CO:ID00013; FL(NELAP):E87893; ID:ID00013; MT:CERT0028; NM: ID00013; OR:ID200001-002; WA:C595  
Certifications held by Anatek Labs WA: EPA:WA00169; ID:WA00169; WA:C585; MT:Cert0095; FL(NELAP): E871099

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannon Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID	<b>MB-21839</b>	SampType:	<b>MBLK</b>	TestCode:	<b>EPA Method 8081: Pesticides TCLP</b>					
Client ID:	<b>PBW</b>	Batch ID:	<b>21839</b>	RunNo:	<b>29605</b>					
Prep Date:	<b>10/14/2015</b>	Analysis Date:	<b>10/16/2015</b>	SeqNo:	<b>901125</b>	Units:	<b>mg/L</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chlordane	ND	0.030								
gamma-BHC (Lindane)	ND	0.40								
Toxaphene	ND	0.50								
Surr: Decachlorobiphenyl	0.0030		0.005000		59.0	27.3	155			
Surr: Tetrachloro-m-xylene	0.0035		0.005000		70.0	20.6	136			

Sample ID	<b>LCS-21839</b>	SampType:	<b>LCS</b>	TestCode:	<b>EPA Method 8081: Pesticides TCLP</b>					
Client ID:	<b>LCSW</b>	Batch ID:	<b>21839</b>	RunNo:	<b>29605</b>					
Prep Date:	<b>10/14/2015</b>	Analysis Date:	<b>10/16/2015</b>	SeqNo:	<b>901126</b>	Units:	<b>mg/L</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
gamma-BHC (Lindane)	0.00064	0.00010	0.001000	0	63.8	43.6	110			
Surr: Decachlorobiphenyl	0.0032		0.005000		63.4	27.3	155			
Surr: Tetrachloro-m-xylene	0.0038		0.005000		76.0	20.6	136			

**Qualifiers:**

- \* Value exceeds Maximum Contaminant Level.
- D Sample Diluted Due to Matrix
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- R RPD outside accepted recovery limits
- S % Recovery outside of range due to dilution or matrix
- B Analyte detected in the associated Method Blank
- E Value above quantitation range
- J Analyte detected below quantitation limits
- P Sample pH Not In Range
- RL Reporting Detection Limit

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannon Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID	<b>MB-21816</b>	SampType:	<b>MBLK</b>	TestCode:	<b>EPA Method 8082: PCB's</b>					
Client ID:	<b>PBS</b>	Batch ID:	<b>21816</b>	RunNo:	<b>29561</b>					
Prep Date:	<b>10/13/2015</b>	Analysis Date:	<b>10/15/2015</b>	SeqNo:	<b>899693</b>	Units:	<b>mg/Kg</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Aroclor 1016	ND	0.020								
Aroclor 1221	ND	0.020								
Aroclor 1232	ND	0.020								
Aroclor 1242	ND	0.020								
Aroclor 1248	ND	0.020								
Aroclor 1254	ND	0.020								
Aroclor 1260	ND	0.020								
Surr: Decachlorobiphenyl	0.050		0.06250		79.2	25.2	134			
Surr: Tetrachloro-m-xylene	0.046		0.06250		72.8	17.4	148			

Sample ID	<b>LCS-21816</b>	SampType:	<b>LCS</b>	TestCode:	<b>EPA Method 8082: PCB's</b>					
Client ID:	<b>LCSS</b>	Batch ID:	<b>21816</b>	RunNo:	<b>29561</b>					
Prep Date:	<b>10/13/2015</b>	Analysis Date:	<b>10/15/2015</b>	SeqNo:	<b>899718</b>	Units:	<b>mg/Kg</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Aroclor 1016	0.078	0.020	0.1250	0	62.6	17.3	119			
Aroclor 1260	0.097	0.020	0.1250	0	77.6	10.7	139			
Surr: Decachlorobiphenyl	0.053		0.06250		85.2	25.2	134			
Surr: Tetrachloro-m-xylene	0.047		0.06250		75.6	17.4	148			

**Qualifiers:**

- |   |   |
|---|---|
| * Value exceeds Maximum Contaminant Level.              | B Analyte detected in the associated Method Blank |
| D Sample Diluted Due to Matrix                          | E Value above quantitation range                  |
| H Holding times for preparation or analysis exceeded    | J Analyte detected below quantitation limits      |
| ND Not Detected at the Reporting Limit                  | P Sample pH Not In Range                          |
| R RPD outside accepted recovery limits                  | RL Reporting Detection Limit                      |
| S % Recovery outside of range due to dilution or matrix |   |

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannon Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID <b>mb-21765</b>	SampType: <b>MBLK</b>		TestCode: <b>EPA Method 8260B: TCLP Compounds</b>							
Client ID: <b>PBS</b>	Batch ID: <b>21765</b>		RunNo: <b>29471</b>							
Prep Date: <b>10/9/2015</b>	Analysis Date: <b>10/12/2015</b>		SeqNo: <b>896741</b>		Units: <b>ppm</b>					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Benzene	ND	0.050								
2-Butanone	ND	20								
Surr: 1,2-Dichloroethane-d4	0.49		0.5000		97.6	70	130			
Surr: 4-Bromofluorobenzene	0.48		0.5000		96.2	70	130			
Surr: Dibromofluoromethane	0.55		0.5000		110	70	130			
Surr: Toluene-d8	0.47		0.5000		93.3	70	130			

Sample ID <b>ics-21765</b>	SampType: <b>LCS</b>		TestCode: <b>EPA Method 8260B: TCLP Compounds</b>							
Client ID: <b>LCSS</b>	Batch ID: <b>21765</b>		RunNo: <b>29471</b>							
Prep Date: <b>10/9/2015</b>	Analysis Date: <b>10/12/2015</b>		SeqNo: <b>896742</b>		Units: <b>ppm</b>					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Benzene	1.0	0.050	1.000	0	104	70	130			
Surr: 1,2-Dichloroethane-d4	0.51		0.5000		102	70	130			
Surr: 4-Bromofluorobenzene	0.51		0.5000		102	70	130			
Surr: Dibromofluoromethane	0.57		0.5000		115	70	130			
Surr: Toluene-d8	0.46		0.5000		92.5	70	130			

Sample ID <b>1510451-001ams</b>	SampType: <b>MS</b>		TestCode: <b>EPA Method 8260B: TCLP Compounds</b>							
Client ID: <b>East Primary Lagoo</b>	Batch ID: <b>21765</b>		RunNo: <b>29471</b>							
Prep Date: <b>10/9/2015</b>	Analysis Date: <b>10/12/2015</b>		SeqNo: <b>896780</b>		Units: <b>ppm</b>					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Benzene	0.95	0.50	0.9980	0	95.2	70	130			
Surr: 1,2-Dichloroethane-d4	4.6		4.990		92.9	70	130			
Surr: 4-Bromofluorobenzene	5.2		4.990		104	70	130			
Surr: Dibromofluoromethane	5.2		4.990		105	70	130			
Surr: Toluene-d8	4.7		4.990		95.1	70	130			

Sample ID <b>1510451-001amsd</b>	SampType: <b>MSD</b>		TestCode: <b>EPA Method 8260B: TCLP Compounds</b>							
Client ID: <b>East Primary Lagoo</b>	Batch ID: <b>21765</b>		RunNo: <b>29471</b>							
Prep Date: <b>10/9/2015</b>	Analysis Date: <b>10/12/2015</b>		SeqNo: <b>896781</b>		Units: <b>ppm</b>					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Benzene	0.97	0.50	0.9970	0	97.5	70	130	2.35	20	
Surr: 1,2-Dichloroethane-d4	4.9		4.985		98.2	70	130	0	0	
Surr: 4-Bromofluorobenzene	5.1		4.985		103	70	130	0	0	
Surr: Dibromofluoromethane	5.2		4.985		104	70	130	0	0	
Surr: Toluene-d8	4.8		4.985		95.3	70	130	0	0	

**Qualifiers:**

- \* Value exceeds Maximum Contaminant Level.
- D Sample Diluted Due to Matrix
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- R RPD outside accepted recovery limits
- S % Recovery outside of range due to dilution or matrix
- B Analyte detected in the associated Method Blank
- E Value above quantitation range
- J Analyte detected below quantitation limits
- P Sample pH Not In Range
- RL Reporting Detection Limit

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannon Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID	<b>MB-21823</b>	SampType:	<b>MBLK</b>	TestCode:	<b>MERCURY, TCLP</b>					
Client ID:	<b>PBW</b>	Batch ID:	<b>21823</b>	RunNo:	<b>29515</b>					
Prep Date:	<b>10/13/2015</b>	Analysis Date:	<b>10/13/2015</b>	SeqNo:	<b>897864</b>	Units:	<b>mg/L</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Mercury	ND	0.020								

Sample ID	<b>LCS-21823</b>	SampType:	<b>LCS</b>	TestCode:	<b>MERCURY, TCLP</b>					
Client ID:	<b>LCSW</b>	Batch ID:	<b>21823</b>	RunNo:	<b>29515</b>					
Prep Date:	<b>10/13/2015</b>	Analysis Date:	<b>10/13/2015</b>	SeqNo:	<b>897865</b>	Units:	<b>mg/L</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Mercury	ND	0.020	0.005000	0	101	80	120			

**Qualifiers:**

- \* Value exceeds Maximum Contaminant Level.
- D Sample Diluted Due to Matrix
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- R RPD outside accepted recovery limits
- S % Recovery outside of range due to dilution or matrix
- B Analyte detected in the associated Method Blank
- E Value above quantitation range
- J Analyte detected below quantitation limits
- P Sample pH Not In Range
- RL Reporting Detection Limit

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannan Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID	<b>MB-21856</b>	SampType:	<b>MBLK</b>	TestCode:	<b>EPA Method 6010B: TCLP Metals</b>					
Client ID:	<b>PBW</b>	Batch ID:	<b>21856</b>	RunNo:	<b>29558</b>					
Prep Date:	<b>10/14/2015</b>	Analysis Date:	<b>10/15/2015</b>	SeqNo:	<b>899614</b>	Units:	<b>mg/L</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Arsenic	ND	5.0								
Cadmium	ND	1.0								
Chromium	ND	5.0								
Lead	ND	5.0								

Sample ID	<b>LCS-21856</b>	SampType:	<b>LCS</b>	TestCode:	<b>EPA Method 6010B: TCLP Metals</b>					
Client ID:	<b>LCSW</b>	Batch ID:	<b>21856</b>	RunNo:	<b>29558</b>					
Prep Date:	<b>10/14/2015</b>	Analysis Date:	<b>10/15/2015</b>	SeqNo:	<b>899615</b>	Units:	<b>mg/L</b>			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Arsenic	ND	5.0	0.5000	0	116	80	120			
Cadmium	ND	1.0	0.5000	0	108	80	120			
Chromium	ND	5.0	0.5000	0	104	80	120			
Lead	ND	5.0	0.5000	0	104	80	120			

**Qualifiers:**

- |   |   |
|---|---|
| * Value exceeds Maximum Contaminant Level.              | B Analyte detected in the associated Method Blank |
| D Sample Diluted Due to Matrix                          | E Value above quantitation range                  |
| H Holding times for preparation or analysis exceeded    | J Analyte detected below quantitation limits      |
| ND Not Detected at the Reporting Limit                  | P Sample pH Not In Range                          |
| R RPD outside accepted recovery limits                  | RL Reporting Detection Limit                      |
| S % Recovery outside of range due to dilution or matrix |   |

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannon Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID	1510451-002ADUP	SampType:	DUP	TestCode:	Percent Solids					
Client ID:	East Primary Lagoo	Batch ID:	R29601	RunNo:	29601					
Prep Date:		Analysis Date:	10/15/2015	SeqNo:	901052	Units:	wt%			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Percent Solids	91	0.10						0.0548	20	

**Qualifiers:**

- \* Value exceeds Maximum Contaminant Level.
- D Sample Diluted Due to Matrix
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- R RPD outside accepted recovery limits
- S % Recovery outside of range due to dilution or matrix
- B Analyte detected in the associated Method Blank
- E Value above quantitation range
- J Analyte detected below quantitation limits
- P Sample pH Not In Range
- RL Reporting Detection Limit

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1510451

21-Oct-15

**Client:** Bohannon Huston  
**Project:** Quill WWTF Solid Waste Disposal Plant

Sample ID	1510451-001ADUP	SampType:	DUP	TestCode:	SM4500-H+B: pH					
Client ID:	East Primary Lagoo	Batch ID:	R29595	RunNo:	29595					
Prep Date:		Analysis Date:	10/16/2015	SeqNo:	900902	Units:	pH Units			
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
pH	7.49	1.68								

### Qualifiers:

- |   |   |
|---|---|
| * Value exceeds Maximum Contaminant Level.              | B Analyte detected in the associated Method Blank |
| D Sample Diluted Due to Matrix                          | E Value above quantitation range                  |
| H Holding times for preparation or analysis exceeded    | J Analyte detected below quantitation limits      |
| ND Not Detected at the Reporting Limit                  | P Sample pH Not In Range                          |
| R RPD outside accepted recovery limits                  | RL Reporting Detection Limit                      |
| S % Recovery outside of range due to dilution or matrix |   |

**Sample Log-In Check List**

Client Name Bohannan

Work Order Number: 1510451

RcptNo: 1

Received by/date: *[Signature]* *10/08/15*

Logged By: Lindsay Mangin 10/8/2015 3:21:00 PM *[Signature]*

Completed By: Lindsay Mangin 10/8/2015 3:30:25 PM *[Signature]*

Reviewed By: *CS* *10/09/15*

**Chain of Custody**

- 1. Custody seals intact on sample bottles? Yes  No  Not Present
- 2. Is Chain of Custody complete? Yes  No  Not Present
- 3. How was the sample delivered? Client

**Log In**

- 4. Was an attempt made to cool the samples? Yes  No  NA
- 5. Were all samples received at a temperature of >0° C to 6.0°C Yes  No  NA

Samples were collected the same day and chilled.

- 6. Sample(s) in proper container(s)? Yes  No
- 7. Sufficient sample volume for indicated test(s)? Yes  No
- 8. Are samples (except VOA and ONG) properly preserved? Yes  No
- 9. Was preservative added to bottles? Yes  No  NA
- 10. VOA vials have zero headspace? Yes  No  No VOA Vials
- 11. Were any sample containers received broken? Yes  No
- 12. Does paperwork match bottle labels?  
(Note discrepancies on chain of custody) Yes  No
- 13. Are matrices correctly identified on Chain of Custody? Yes  No
- 14. Is it clear what analyses were requested? Yes  No
- 15. Were all holding times able to be met?  
(If no, notify customer for authorization.) Yes  No

# of preserved bottles checked for pH: \_\_\_\_\_  
 (<2 or >12 unless noted)  
 Adjusted? \_\_\_\_\_  
 Checked by: \_\_\_\_\_

**Special Handling (if applicable)**

- 16. Was client notified of all discrepancies with this order? Yes  No  NA

Person Notified: \_\_\_\_\_ Date: \_\_\_\_\_  
 By Whom: \_\_\_\_\_ Via:  eMail  Phone  Fax  In Person  
 Regarding: \_\_\_\_\_  
 Client Instructions: \_\_\_\_\_

17. Additional remarks:

**18. Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	9.6	Good	Not Present			



**EXHIBIT 5 – CAJA DEL RIO LANDFILL  
CORRESPONDENCE**

## Roy Gibson

---

**From:** Randy Watkins <[rwatkins@sfswma.org](mailto:rwatkins@sfswma.org)>  
**Sent:** Friday, January 15, 2016 10:25 AM  
**To:** Roy Gibson  
**Subject:** FW: Quill DMP for Review

Roy,

Please disregard the earlier email below. The DMP meets the landfill's requirements and the landfill is willing to accept the sludge for disposal if the DMP is updated with the corrected information and receives NMED approval. Please call me with any questions you may have.

Thank you,  
Randy

### Randy Watkins

Santa Fe Solid Waste Management Agency  
149 Wildlife Way, Santa Fe, NM 87506-8342  
Caja del Rio Landfill  
Landfill Manager  
Office: (505) 424-1850 x130  
[rwatkins@sfswma.org](mailto:rwatkins@sfswma.org)  
[www.SantaFeRecycling.org](http://www.SantaFeRecycling.org)

---

**From:** Randy Watkins  
**Sent:** Friday, January 15, 2016 8:31 AM  
**To:** 'Roy Gibson'  
**Subject:** RE: Quill DMP for Review

Hi Roy,

I'm reviewing your DMP this morning. Sorry for the delay, we had an emergency here that required my attention this week. I'm following our requirements for a DMP as spelled out in our new permit that took effect after you submitted your DMP. I noticed the chain-of-custody form does not indicate what analysis was performed and refers to quote #847. Are you able to send this or a list of what analysis was performed?

Thank you,  
Randy

### Randy Watkins

Santa Fe Solid Waste Management Agency  
149 Wildlife Way, Santa Fe, NM 87506-8342  
Caja del Rio Landfill  
Landfill Manager  
Office: (505) 424-1850 x130  
[rwatkins@sfswma.org](mailto:rwatkins@sfswma.org)  
[www.SantaFeRecycling.org](http://www.SantaFeRecycling.org)

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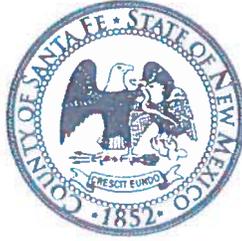
**From:** Roy Gibson [<mailto:rgibson@bhinc.com>]  
**Sent:** Monday, January 11, 2016 3:41 PM  
**To:** Randy Watkins

**EXHIBIT 6 – SFCU CORRESPONDENCE & DP-234**

**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

Date: December 18, 2015

To: Roy Gibson PE, Project Manager  
Bohannon Huston  
7500 Jefferson Street, NE Courtyard 1  
Albuquerque, New Mexico 87109-4335

**Re: Disposal Management Plan, Quill Wastewater Treatment Plant – New Mexico  
Environment Department Requirements (Dated December 10, 2015/Marc Bonem)**

Dear Roy,

As Project Manager for this project, I would like to address one of the New Mexico Environment Department (NMED) requirement identified in the correspondence from Solid Waste Enforcement Officer Marc Bonem to Bohannon Huston Project Manager Roy Gibson: "Section VII – Define a plan for future sludge disposal. What will be the status of the lagoons?"

The Santa Fe County Utilities Division (SFCU) of the Public Works Department is in the process of developing a Utility Master Plan that will include a Preliminary Engineering Report (PER) that identifies options for replacement of the Quill Wastewater Treatment Facility (WWTF) treatment processes. All options that will be evaluated will eliminate the lagoon treatment process and the operational lagoon cells will eventually be taken off-line, dewatered and have the sludge contained within them disposed. Requirements for the permanent closure of these structures, including sludge disposal, are detailed in condition 47 of the WWTF's Discharge Permit (DP-234). The most likely disposal options include dewatering of the sludge in place within the lagoons (passively) or mechanical dewatering followed by landfill or surface disposal, meeting applicable regulatory and permitting requirements. It is also possible that the sludge will be processed through a future solids handling system that will be constructed for the new treatment facility. In any case, SFCU will follow the closure requirements of DP-234 and will comply with all state and federal requirements for disposal of legacy solids at this facility. The anticipated timeframe for replacement of the Quill WWTF and closure of the existing lagoons is three to five years. A copy of DP-234 is attached to this correspondence for reference to the closure requirements. If you have any questions, you can contact me at my office at (505) 986-6237 or by email at [dmadrid@santafecountynm.gov](mailto:dmadrid@santafecountynm.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "D. Madrid", is written over the word "Sincerely,".

David L. Madrid, Project Manager III  
Public Works Department/Projects Division  
Santa Fe County



NEW MEXICO  
ENVIRONMENT DEPARTMENT



*Ground Water Quality Bureau*

SUSANA MARTINEZ  
Governor

JOHN A. SANCHEZ  
Lieutenant Governor

Harold Runnels Building  
1190 St. Francis Drive

P.O. Box 5469, Santa Fe, NM 87502-5469  
Phone (505) 827-2918 Fax (505) 827-2965  
www.nmenv.state.nm.us

DAVE MARTIN  
Secretary

BUTCH TONGATE  
Deputy Secretary

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

August 15, 2012

Charles Gara, Division Director  
State of New Mexico General Services Department  
Property Control Division  
1100 St. Francis Drive, Room 2022  
Santa Fe, New Mexico 87501

**RE: Discharge Permit Renewal, DP-234, Quill Wastewater Treatment Facility (formerly the State of New Mexico Penitentiary WWTF)**

Dear Mr. Gara:

The New Mexico Environment Department (NMED) issues the enclosed Discharge Permit Renewal, DP-234, to the State of New Mexico, General Services Department-Property Control Division (permittee) pursuant to the New Mexico Water Quality Act (WQA), NMSA 1978 §§74-6-1 through 74-6-17, and the New Mexico Water Quality Control Commission (WQCC) Regulations, 20.6.2 NMAC.

The Discharge Permit contains terms and conditions that shall be complied with by the permittee and are enforceable by NMED pursuant to Section 20.6.2.3104 NMAC, WQA, NMSA 1978 §74-6-5 and §74-6-10. Please be aware that this Discharge Permit may contain conditions that require the permittee to implement operational, monitoring or closure actions by a specified deadline. Such conditions are listed at the beginning of the operational, monitoring and closure plans of this Discharge Permit.

Issuance of this Discharge Permit does not relieve the permittee of the responsibility to comply with the WQA, WQCC Regulations, and any other applicable federal, state and/or local laws and regulations, such as zoning requirements and nuisance ordinances.

August 15, 2012

Page 2

Pursuant to Paragraph (4) of Subsection H of 20.6.2.3109 NMAC, the term of the Discharge Permit shall be five years from the effective date. The term of this Discharge Permit will end on August 15, 2017.

NMED requests that the permittee submit an application for renewal (or renewal and modification) at least 180 days prior to the date the Discharge Permit term ends.

An invoice for the Discharge Permit Fee of \$4,600 is being sent under separate cover. Payment of the Discharge Permit Fee must be received by NMED within 30 days of the date the Discharge Permit is issued.

If you have any questions, please contact Steve Pedro at (505) 827-2957. Thank you for your cooperation during this Discharge Permit review.

Sincerely,

*FOR*   
Jerry Schoeppner, Chief  
Ground Water Quality Bureau

JS:SP

Encs: Discharge Permit Renewal, DP-234  
Ground Water Discharge Permit Monitoring Well Construction and Abandonment  
Conditions, Revision 1.1, March 2011  
Land Application Data Sheet (LADS; also available at the following website:  
<http://www.nmenv.state.nm.us/gwb/forms/NewMexicoEnvironmentDepartment-GroundWaterQualityBureau-Forms.htm>)  
Fertilizer Log

cc: Robert Italiano, District Manager, NMED District II (permit – electronic copy)  
NMED Santa Fe Field Office (permit)  
John Romero, Office of the State Engineer (permit – electronic copy)  
Patricio Guerrerortiz, Utilities Division Director, Santa Fe County, P.O. Box 276, Santa Fe, New Mexico 87504 (permit)  
**Karen Torres**, Hydrogeologist, Santa Fe County, P.O. Box 276, Santa Fe, New Mexico 87504 (permit/enclosures)  
Robert Gutierrez, Wastewater Operator, Santa Fe County, P.O. Box 276, Santa Fe, New Mexico 87504 (permit)  
Thomas Gurule, Chief, State of New Mexico General Services Department-Leasing and Property Management Bureau, 1100 St. Francis Drive, Santa Fe, New Mexico 87501  
Michael Rodriguez, Project Manager, State of New Mexico General Services Department-Property Control Division, 1100 St. Francis Drive, Santa Fe, New Mexico 87501 (permit)

August 15, 2012

Page 3

Donna Martinez, Penitentiary of New Mexico, P.O. Box 1059, Santa Fe, New Mexico  
87504 (permit)

Stanley Moya, Penitentiary of New Mexico, P.O. Box 1059, Santa Fe, New Mexico  
87504 (permit)

Hanna Branning, US Environmental Protection Agency Region 6, Compliance Assurance  
and Enforcement Division, 1445 Ross Ave, Suite 1200, Dallas, Texas 75202-2733  
(permit)

**GROUND WATER DISCHARGE PERMIT RENEWAL**  
**Quill Wastewater Treatment Facility, DP-234**

**I. INTRODUCTION**

The New Mexico Environment Department (NMED) issues this Discharge Permit Renewal (Discharge Permit), DP-234, to the State of New Mexico General Services Department-Property Control Division (permittee) pursuant to the New Mexico Water Quality Act (WQA), NMSA 1978 §§74-6-1 through 74-6-17, and the New Mexico Water Quality Control Commission (WQCC) Regulations, 20.6.2 NMAC.

NMED's purpose in issuing this Discharge Permit, and in imposing the requirements and conditions specified herein, is to control the discharge of water contaminants from the Quill Wastewater Treatment Facility (facility) into ground and surface water, so as to protect ground and surface water for present and potential future use as domestic and agricultural water supply and other uses and protect public health. In issuing this Discharge Permit, NMED has determined that the requirements of Subsection C of 20.6.2.3109 NMAC have been or will be met. Pursuant to Section 20.6.2.3104 NMAC, it is the responsibility of the permittee to comply with the terms and conditions of this Discharge Permit; failure may result in an enforcement action(s) by NMED (20.6.2.1220 NMAC).

The activities which produce the discharge, the location of the discharge, and the quantity, quality and flow characteristics of the discharge are briefly described as follows:

Up to 280,000 gallons per day (gpd) of domestic wastewater is received at the Quill wastewater treatment facility (WWTF). Domestic wastewater is treated in two synthetically lined aerated impoundments followed by two synthetically lined stabilization impoundments. Wastewater is disinfected, stored in a clay lined impoundment and discharged to a 95 acre land application area for irrigation.

The discharge contains water contaminants which may be elevated above the standards of Section 20.6.2.3103 NMAC and/or the presence of toxic pollutants as defined in Subsection WW of 20.6.2.7 NMAC.

The facility is located at 4311 NM Hwy 14, approximately five miles south of Santa Fe, in Section 35, Township 16 North, Range 08 East, Santa Fe County. Ground water most likely to be affected is at a depth of approximately 90 feet and has a total dissolved solids concentration of approximately 170 milligrams per liter.

The original Discharge Permit was issued on June 28, 1983 and subsequently renewed on July 5, 1988, June 27, 1994, modified on October 15, 1998, and renewed and modified on June 12, 2000 and November 20, 2006. The application (i.e., discharge plan) consists of the materials submitted by Charles Gara dated May 27, 2011, an amended application submitted by Karen Torres, Santa Fe County, on behalf of the State of New Mexico General Services Department-Property Control Division on July 18, 2011, and materials contained in the administrative record prior to issuance of this Discharge Permit. The discharge shall be managed in accordance with all conditions and requirements of this Discharge Permit.

Pursuant to Section 20.6.2.3109 NMAC, NMED reserves the right to require a Discharge Permit Modification in the event NMED determines that the requirements of 20.6.2 NMAC are being or may be violated or the standards of Section 20.6.2.3103 NMAC are being or may be violated. This may include a determination that structural controls and/or management practices approved under this Discharge Permit are not protective of ground water quality, and that more stringent requirements to protect ground water quality may be required by NMED. The permittee may be required to implement abatement of water pollution and remediate ground water quality.

Issuance of this Discharge Permit does not relieve the permittee of the responsibility to comply with the WQA, WQCC Regulations, and any other applicable federal, state and/or local laws and regulations, such as zoning requirements and nuisance ordinances.

The following acronyms and abbreviations may be used in this Discharge Permit:

Abbreviation	Explanation	Abbreviation	Explanation
BOD <sub>5</sub>	biochemical oxygen demand (5-day)	NTU	nephelometric turbidity units
CFR	Code of Federal Regulations	Org	organisms
Cl	chloride	TDS	total dissolved solids
EPA	United States Environmental Protection Agency	TKN	total Kjeldahl nitrogen
gpd	gallons per day	total nitrogen	= TKN + NO <sub>3</sub> -N
LADS	land application data sheet(s)	TRC	Total Residual Chlorine
mg/L	milligrams per liter	TSS	total suspended solids
mL	milliliters	UPC	Uniform Plumbing Code
NMAC	New Mexico Administrative Code	WQA	New Mexico Water Quality Act
NMED	New Mexico Environment Department	WQCC	Water Quality Control Commission
NMSA	New Mexico Statutes Annotated	WWTF	Wastewater Treatment Facility
NO <sub>3</sub> -N	nitrate-nitrogen		

## II. FINDINGS

In issuing this Discharge Permit, NMED finds:

1. The permittee is discharging effluent or leachate from the facility so that such effluent or leachate may move directly or indirectly into ground water within the meaning of Section 20.6.2.3104 NMAC.
2. The permittee is discharging effluent or leachate from the facility so that such effluent or leachate may move into ground water of the State of New Mexico which has an existing concentration of 10,000 mg/L or less of TDS within the meaning of Subsection A of 20.6.2.3101 NMAC.

3. The discharge from the facility is not subject to any of the exemptions of Section 20.6.2.3105 NMAC.

### III. AUTHORIZATION TO DISCHARGE

Pursuant to 20.6.2.3104 NMAC, it is the responsibility of the permittee to ensure that discharges authorized by this Discharge Permit are consistent with the terms and conditions herein.

The permittee is authorized to receive and treat up to 280,000 gpd of domestic wastewater at the Quill WWTF. Wastewater passes through a mechanical bar screen and flows to two primary aerated synthetically lined impoundments which may be operated in series or parallel. Wastewater overflows to two synthetically lined stabilization impoundments for polishing, which also may be operated in series or parallel and is pumped to a chlorine contact chamber for disinfection. Treated wastewater (reclaimed wastewater) is stored in a clay-lined storage impoundment prior to being discharged to a 95 acre land application area (i.e., re-use area; designated as South-38 acres and North-57 acres) by spray irrigation. [20.6.2.3104 NMAC, Subsection C of 20.6.2.3106 NMAC, Subsection C of 20.6.2.3109 NMAC]

### IV. CONDITIONS

NMED issues this Discharge Permit for the discharge of water contaminants subject to the following conditions:

#### A. OPERATIONAL PLAN

#	Terms and Conditions
1.	The permittee shall implement the following operational plan to ensure compliance with Title 20, Chapter 6, Parts 1 and 2 NMAC.  [Subsection C of 20.6.2.3109 NMAC]
2.	The permittee shall operate in a manner such that standards and requirements of Sections 20.6.2.3101 and 20.6.2.3103 NMAC are not violated.  [20.6.2.3101 NMAC, 20.6.2.3103 NMAC, Subsection C of 20.6.2.3109 NMAC]

#### *Operational Actions with Implementation Deadlines*

#	Terms and Conditions
3.	Within 12 months following the effective date of this Discharge Permit ( <b>by August 15, 2013</b> ), the permittee shall replace the synthetic liner in the west primary impoundment. A minimum of 90 days prior to replacing the synthetic liner in the west primary impoundment and other impoundment liner(s) which may be replaced during the term of

#	Terms and Conditions
	<p>this Discharge Permit, the permittee shall submit preliminary construction plans and specifications to NMED for review. Prior to replacing the synthetic liner(s), the permittee shall submit final construction plans and specifications to NMED for review. The construction plans and specifications shall bear the seal and signature of a licensed New Mexico professional engineer (pursuant to New Mexico Engineering and Surveying Practice Act and the rules promulgated under that authority) and supporting design calculations, and shall be submitted for review by NMED. The submitted documentation shall include the following elements:</p> <ul style="list-style-type: none"> <li>a) A plan for the removal and disposal of accumulated sludge within the impoundment. The plan shall comply with all local, state and federal regulations, including 40 CFR Part 503. <i>Note: A proposal that includes the surface disposal of sludge may be subject to Ground Water Discharge Permitting requirements pursuant to 20.6.2.3104 NMAC that are separate from the requirements of this Discharge Permit.</i></li> <li>b) Details for the replacement and installation of synthetic liner(s) in the impoundment(s) system and a liner consistent with the attachment titled <i>Ground Water Discharge Permit Conditions for Synthetically Lined Lagoons – Liner Material and Site Preparation</i>, Revision 0.0, May 2007.</li> <li>c) Specifications for all equipment, materials and installation procedures to be used in the construction of the liner.</li> </ul> <p>Prior to replacing the synthetic liner(s) and its associated components, the permittee shall obtain written verification from NMED that the final plans and specifications meet the requirements of this Discharge Permit.</p> <p>[Subsections A and C 20.6.2.1202 NMAC, Subsection C of 20.6.2.3106 NMAC, Subsection C of 20.6.2.3107 NMAC, NMSA 1978, §§ 61-23-1 through 61-23-32]</p>
4.	<p>Prior to discharging wastewater to any impoundment which has undergone a synthetic liner installation(s), the permittee shall complete construction in accordance with the final construction plans and specifications required by this Discharge Permit. The permittee shall notify NMED at least five working days prior to commencement of construction to allow NMED personnel to be onsite for inspection. The permittee shall submit record drawings that bear the seal and signature of a licensed New Mexico professional engineer (pursuant to the New Mexico Engineering and Surveying Practice Act and the rules promulgated under that authority) for the constructed impoundment(s) to NMED within 30 days of completion.</p> <p>[Subsections A and C 20.6.2.1202 NMAC, Subsection C of 20.6.2.3109 NMAC, NMSA 1978, §§ 61-23-1 through 61-23-32]</p>
5.	<p>Within 30 days following the effective date of this Discharge Permit (<b>by September 14, 2012</b>), the permittee shall post signs in English and Spanish at the east entrance (corral area) to the re-use area and at other locations where public exposure to reclaimed wastewater may occur. The signs shall state:</p>

#	Terms and Conditions
	<p style="text-align: center;"><b>NOTICE:</b> <b>THIS AREA IS IRRIGATED WITH RECLAIMED WASTEWATER - DO NOT DRINK.</b></p> <p style="text-align: center;"><b>AVISO:</b> <b>ESTA ÁREA ESTÁ REGADA CON AGUAS NEGRAS RECOBRADAS - NO TOMAR.</b></p> <p>Alternate wording and/or graphics may be submitted to NMED for approval.</p> <p>[Subsections B and C of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>
6.	<p>Within 180 days following the effective date of this Discharge Permit (<b>by February 11, 2013</b>), the permittee shall measure the thickness of the settled solids in all treatment impoundments and report the results of the solids depth measurements to NMED.</p> <p>The permittee shall measure the thickness of settled solids in accordance with the following procedure.</p> <ul style="list-style-type: none"><li>a) The total surface area of the treatment impoundment shall be divided into nine equal sub-areas.</li><li>b) A settled solids measurement device (core sampler) shall be utilized to obtain one settled solids thickness measurement (to the nearest half-foot) per sub-area.</li><li>c) The nine settled solids measurements shall be averaged.</li></ul> <p>In the event the average solids accumulation exceeds one-third of the maximum liquid depth in the impoundment(s), the permittee shall propose a plan for the removal and disposal of the solids from the treatment impoundment(s). The solids removal and disposal plan shall be submitted to NMED for approval within 120 days following the effective date of this Discharge Permit (<b>by December 13, 2012</b>), and shall include the following:</p> <ul style="list-style-type: none"><li>a) A method for removal of the solids to a depth of less than six inches throughout the treatment impoundment in a manner that is protective of the impoundment liner.</li><li>b) A description of how the solids will be contained, transported, and disposed of in accordance with all local, state, and federal regulations, including 40 CFR Part 503.</li><li>c) A schedule for completion of the solids removal and disposal project.</li></ul> <p>The permittee shall initiate implementation of the plan following approval by NMED. [Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>

**Operating Conditions**

#	Terms and Conditions																								
7.	<p>Reclaimed wastewater discharged from the clay-lined storage impoundment shall not exceed the following limitation:</p> <p><b>Total Nitrogen: 20 mg/L</b></p> <p>[Subsection C of 20.6.2.3109 NMAC]</p>																								
8.	<p>Reclaimed wastewater discharged from the clay-lined storage impoundment shall not exceed the following limitations:</p> <table border="1" data-bbox="349 739 1344 1081"> <thead> <tr> <th>Test</th> <th>30-day geometric mean</th> <th>30-day average</th> <th>maximum</th> </tr> </thead> <tbody> <tr> <td>Total Nitrogen (TKN + NO<sub>3</sub>-N)</td> <td>N/A</td> <td>N/A</td> <td>20 mg/L</td> </tr> <tr> <td>Fecal coliform bacteria:</td> <td>200 Org/100 mL</td> <td>N/A</td> <td>400 Org/100 mL</td> </tr> <tr> <td>BOD<sub>5</sub>:</td> <td>N/A</td> <td>30 mg/L</td> <td>45 mg/L</td> </tr> <tr> <td>TSS:</td> <td>N/A</td> <td>30 mg/L</td> <td>45 mg/L</td> </tr> <tr> <td>TRC:</td> <td>N/A</td> <td>Monitor Only</td> <td>Monitor Only</td> </tr> </tbody> </table> <p>[Subsections B and C of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>	Test	30-day geometric mean	30-day average	maximum	Total Nitrogen (TKN + NO <sub>3</sub> -N)	N/A	N/A	20 mg/L	Fecal coliform bacteria:	200 Org/100 mL	N/A	400 Org/100 mL	BOD <sub>5</sub> :	N/A	30 mg/L	45 mg/L	TSS:	N/A	30 mg/L	45 mg/L	TRC:	N/A	Monitor Only	Monitor Only
Test	30-day geometric mean	30-day average	maximum																						
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TSS:	N/A	30 mg/L	45 mg/L																						
TRC:	N/A	Monitor Only	Monitor Only																						
9.	<p>The permittee shall apply reclaimed wastewater to the re-use area such that the amount of total nitrogen applied does not exceed 200 pounds per acre in any 12-month period. Nitrogen content shall not be adjusted to account for volatilization or mineralization processes. Wastewater shall be distributed evenly throughout the entire re-use area. Excessive ponding shall be prevented.</p> <p>[Subsection C of 20.6.2.3109 NMAC]</p>																								
10.	<p>The permittee shall meet the following general requirements for above-ground use of reclaimed domestic wastewater:</p> <p>a) The permittee shall maintain signs in English and Spanish at all re-use areas such that they are visible and legible for the term of this Discharge Permit. The signs shall be posted at the entrance to re-use areas and at other locations where public exposure to reclaimed wastewater may occur. The signs shall state: <b>NOTICE: THIS AREA IS IRRIGATED WITH RECLAIMED WASTEWATER - DO NOT DRINK. AVISO: ESTA ÁREA ESTÁ REGADA CON AGUAS NEGRAS RECOBRADAS - NO TOMAR.</b> Alternate wording and/or graphics may be submitted to NMED for approval.</p> <p>b) The reclaimed wastewater systems shall have no direct or indirect cross connections with public water systems or irrigation wells pursuant to the latest revision of the</p>																								

#	Terms and Conditions
	<p>New Mexico Plumbing Code (14.8.2 NMAC) and New Mexico Mechanical Code (14.9.2 NAMC).</p> <ul style="list-style-type: none"> <li>c) Above-ground use of reclaimed wastewater shall not result in excessive ponding of wastewater, and shall not exceed the water consumptive needs of the crop. Re-use shall not be conducted at times when the re-use area is saturated or frozen.</li> <li>d) The discharge of reclaimed wastewater shall be confined to the re-use area.</li> <li>e) The discharge of reclaimed domestic wastewater to crops for human consumption is prohibited.</li> <li>f) Water supply wells within 200 feet of a re-use area shall have adequate wellhead construction pursuant to 19.27.4 NMAC. Re-use shall be managed to ensure protection of ground water quality.</li> <li>g) Existing and accessible portions of the reclaimed wastewater distribution system (with the exception of application equipment such as sprinklers or pivots) shall be colored purple or clearly labeled as being part of a reclaimed wastewater distribution system. Piping, valves and outlets that are installed during the term of this Discharge Permit shall be colored purple pursuant to the latest revision of the New Mexico Plumbing Code (14.8.2 NMAC) and New Mexico Mechanical Code (14.9.2 NAMC) to differentiate piping or fixtures used to convey reclaimed wastewater from those intended for potable or other uses. Valves, outlets, and sprinkler heads used in reclaimed wastewater systems shall be accessible only to authorized personnel.</li> </ul> <p>[Subsections B and C of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>
11.	<p>The permittee shall meet the following setbacks, access restrictions and equipment requirements for spray irrigation using Class 2 reclaimed domestic wastewater:</p> <ul style="list-style-type: none"> <li>a) A minimum 100-foot setback shall be maintained between any dwellings or occupied establishments and the edge of the re-use area.</li> <li>b) Irrigation using reclaimed wastewater shall be postponed at times when windy conditions may result in drift of reclaimed wastewater outside the re-use area.</li> <li>c) Access to the re-use area shall be restricted by perimeter fencing using four-strand barbed wire and a locking gate, or other access controls approved by NMED.</li> <li>d) Public access shall be prohibited during times when reclaimed wastewater is being applied to the re-use area.</li> <li>e) The spray irrigation system shall be limited to low trajectory spray nozzles.</li> </ul> <p>[Subsections B and C of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>
12.	<p>In the event that a cross-connection with fresh water exists, the permittee shall institute a backflow prevention method to protect wells and public water supply systems from contamination by reclaimed wastewater prior to discharging to the re-use area. Backflow prevention shall be achieved by a total disconnect (physical air gap separation between the discharge pipe and the liquid surface at least twice the diameter of the discharge pipe), or by a reduced pressure principal backflow prevention assembly (RP) installed on the line between the fresh water supply wells or public water supply and the</p>

#	Terms and Conditions
	<p>reclaimed wastewater delivery system. Backflow prevention shall be maintained at all times.</p> <p>RP devices shall be inspected and tested by a certified backflow prevention assembly tester at the time of installation, repair or relocation and at least on an annual basis thereafter. The backflow prevention assembly tester shall have successfully completed a 40-hour backflow prevention course based on the University of Southern California's Backflow Prevention Standards and Test Procedures, and obtained certification demonstrating completion. A malfunctioning RP device shall be repaired or replaced within 30 days of discovery, and use of all supply lines associated with the RP device shall cease until repair or replacement has been completed. Copies of the inspection and maintenance records and test results for each RP device associated with the backflow prevention program shall be maintained at a location available for inspection by NMED.</p> <p>[Subsection C of 20.6.2.3109 NMAC]</p>
13.	<p>The permittee shall maintain 18 to 24-inch berms around the re-use area to prevent surface water run-on and run-off. The berms shall be inspected on a regular basis and after any major precipitation event, and repaired as necessary.</p> <p>[Subsection C of 20.6.2.3109 NMAC]</p>
14.	<p>The permittee shall maintain fences around the WWTF to control access by the general public and animals. The fences shall consist of a minimum of six-foot chain link or field fencing and locking gates. Fences shall be maintained throughout the term of this Discharge Permit.</p> <p>[Subsections B and C of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>
15.	<p>The permittee shall maintain signs indicating that the wastewater at the facility is not potable. Signs shall be posted at the facility entrance and other areas where there is potential for public contact with wastewater. All signs shall be printed in English and Spanish remain visible and legible for the term of this Discharge Permit.</p> <p>[Subsections B and C of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>
16.	<p>The permittee shall maintain the impoundment liner(s) in such a manner as to avoid conditions which could affect the structural integrity of the impoundment(s) and/or impoundment liner(s). Such conditions include or may be characterized by the following:</p> <ul style="list-style-type: none"> <li>• erosion damage;</li> <li>• animal burrows or other damage;</li> <li>• the presence of vegetation including aquatic plants, weeds, woody shrubs or trees growing within five feet of the top inside edge of a sub-grade impoundment, within five feet of the toe of the outside berm of an above-grade impoundment, or within the</li> </ul>

#	Terms and Conditions
	<p>impoundment itself;</p> <ul style="list-style-type: none"> <li>• the presence of large debris or large quantities of debris in the impoundment;</li> <li>• evidence of seepage; and</li> <li>• evidence of berm subsidence.</li> </ul> <p>Vegetation growing around the impoundment shall be routinely controlled by mechanical removal in a manner that is protective of the impoundment liner.</p> <p>The permittee shall visually inspect the impoundment(s) and surrounding berms on a monthly basis to ensure proper maintenance. In the event that inspection reveals any evidence of damage that threatens the structural integrity of an impoundment berm or liner, or that may result in an unauthorized discharge, the permittee shall enact the contingency plan set forth in this Discharge Permit.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
17.	<p>The permittee shall preserve a minimum of two feet of freeboard between the liquid level in the impoundment(s) and the elevation of the top of the impoundment liner. In the event that the permittee determines that two feet of freeboard cannot be preserved in the impoundment, the permittee shall enact the contingency plan set forth in this Discharge Permit.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
18.	<p>The permittee shall inspect the Valle Vista Subdivision lift station on a weekly basis (at a minimum), and clean as needed to prevent pump failure. The permittee shall maintain a record of lift station inspections, repairs and cleanings.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
19.	<p>The permittee shall utilize operators, certified by the State of New Mexico at the appropriate level, to operate the wastewater collection, treatment and disposal systems. The operations and maintenance of all or any part of the wastewater system shall be performed by, or under the direct supervision of, a certified operator.</p> <p>[Subsection C of 20.6.2.3109 NMAC, 20.7.4 NMAC]</p>

**B. MONITORING AND REPORTING**

#	Terms and Conditions
20.	<p>The permittee shall conduct the following monitoring, reporting, and other requirements listed below in accordance with the monitoring requirements of this Discharge Permit.</p>

#	Terms and Conditions
	[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]
21.	<p>METHODOLOGY – Unless otherwise approved in writing by NMED, the permittee shall conduct sampling and analysis in accordance with the most recent edition of the following documents:</p> <ul style="list-style-type: none"> <li>a) American Public Health Association, Standard Methods for the Examination of Water and Wastewater (18<sup>th</sup>, 19<sup>th</sup> or current)</li> <li>b) U.S. Environmental Protection Agency, Methods for Chemical Analysis of Water and Waste</li> <li>c) U.S. Geological Survey, Techniques for Water Resources Investigations of the U.S. Geological Survey</li> <li>d) American Society for Testing and Materials, Annual Book of ASTM Standards, Part 31. Water</li> <li>e) U.S. Geological Survey, et al., National Handbook of Recommended Methods for Water Data Acquisition</li> <li>f) Federal Register, latest methods published for monitoring pursuant to Resource Conservation and Recovery Act regulations</li> <li>g) Methods of Soil Analysis: Part 1. Physical and Mineralogical Methods; Part 2. Microbiological and Biochemical Properties; Part 3. Chemical Methods, American Society of Agronomy</li> </ul> <p>[Subsection B of 20.6.2.3107 NMAC]</p>
22.	<p>The permittee shall submit quarterly monitoring reports to NMED for the most recently completed quarterly period by the 1<sup>st</sup> of February, May, August and November each year.</p> <p>Quarterly monitoring shall be performed during the following periods and submitted as follows:</p> <ul style="list-style-type: none"> <li>• January 1<sup>st</sup> through March 31<sup>st</sup> (first quarter) – <b>due by May 1<sup>st</sup></b></li> <li>• April 1<sup>st</sup> through June 30<sup>th</sup> (second quarter) – <b>due by August 1<sup>st</sup></b></li> <li>• July 1<sup>st</sup> through September 30<sup>th</sup> (third quarter) – <b>due by November 1<sup>st</sup></b></li> <li>• October 1<sup>st</sup> through December 31<sup>st</sup> (fourth quarter) – <b>due by February 1<sup>st</sup></b></li> </ul> <p>[Subsection A of 20.6.2.3107 NMAC]</p>

*Monitoring Actions with Implementation Deadlines*

#	Terms and Conditions
23.	<p>Within 90 days of the effective date of this Discharge Permit (<b>by November 13, 2012</b>), the permittee shall install the following new monitoring well.</p> <ul style="list-style-type: none"> <li>• One monitoring well (MW-4) to be located 20 to 50 feet hydrologically downgradient of the north re-use area's irrigated boundary.</li> </ul>

#	Terms and Conditions
	<p>The well shall be completed in accordance with the attachment titled <i>Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions</i>, Revision 1.1, March 2011. Construction and lithologic logs shall be submitted to NMED within 30 days of well completion.</p> <p>Unless otherwise noted in this Discharge Permit, the requirement to install a monitoring well downgradient of a source is <u>not</u> contingent upon construction of or discharge of wastewater to that source, or discharge of wastewater from the facility.</p> <p>[Subsection A of 20.6.2.3107 NMAC]</p>
24.	<p>Following installation of the monitoring well required to be installed by this Discharge Permit, the permittee shall sample ground water in the well and analyze the samples for dissolved TKN, NO<sub>3</sub>-N, TDS and Cl.</p> <p>Ground water sample collection, preservation, transport and analysis shall be performed according to the following procedure:</p> <ol style="list-style-type: none"> <li>a) Measure the depth-to-most-shallow ground water from the top of the well casing to the nearest hundredth of a foot.</li> <li>b) Purge three well volumes of water from the well prior to sample collection.</li> <li>c) Obtain samples from the well for analysis.</li> <li>d) Properly prepare, preserve and transport samples.</li> <li>e) Analyze samples in accordance with the methods authorized in this Discharge Permit.</li> </ol> <p>Depth-to-most-shallow ground water measurements, analytical results, including the laboratory QA/QC summary report, and a facility layout map showing the location and number of the well shall be submitted to NMED within 45 days of the installation of the monitoring well.</p> <p>[Subsection A of 20.6.2.3107 NMAC]</p>
25.	<p>Within 150 days following the effective date of this Discharge Permit (<b>by January 12, 2013</b>), the permittee shall survey all wells approved by NMED for Discharge Permit monitoring purposes to a U.S. Geological Survey (USGS) or other permanent benchmark. Survey data shall include northing, easting and elevation to the nearest hundredth of a foot or shall be in accordance with the “Minimum Standards for Surveying in New Mexico” (12.8.2 NMAC). A survey elevation shall be established at the top-of-casing, with a permanent marking indicating the point of survey. The survey shall bear the seal and signature of a licensed New Mexico professional surveyor (pursuant to the New Mexico Engineering and Surveying Practice Act and the rules promulgated under that authority).</p> <p>Depth-to-most-shallow ground water shall be measured to the nearest hundredth of a foot in all surveyed wells, and the data shall be used to develop a ground water elevation</p>

#	Terms and Conditions
	<p>contour map showing the location of all monitoring wells and the direction and gradient of ground water flow at the facility. The data and ground water elevation contour map shall be submitted to NMED within 30 days of survey completion.</p> <p>[Subsection A of 20.6.2.3107 NMAC, NMSA 1978, §§ 61-23-1 through 61-23-32]</p>
26.	<p>Once prior to the date that the term of this Discharge Permit ends, NMED shall have the option to perform downhole inspections of all monitoring wells identified in this Discharge Permit. NMED shall establish the inspection date and provide at least 60 days notice to the permittee by certified mail. The permittee shall have any existing dedicated pumps removed at least 48 hours prior to NMED inspection to allow adequate settling time of sediment agitated from pump removal.</p> <p>Should a facility not have existing dedicated pumps, but decide to install pumps in any of the monitoring wells, NMED shall be notified at least 90 days prior to pump installation so that a downhole well inspection(s) can be scheduled prior to pump placement.</p> <p>[Subsections A and D of 20.6.2.3107 NMAC]</p>

***Ground Water Monitoring Conditions***

#	Terms and Conditions
27.	<p>The permittee shall perform quarterly ground water sampling in the following monitoring wells and analyze the samples for dissolved TKN, NO<sub>3</sub>-N, TDS and Cl:</p> <ul style="list-style-type: none"> <li>• MW-1, intended to be located hydrologically upgradient and 50 feet northeast of stabilization impoundment #2.</li> <li>• MW-2, intended to be located hydrologically downgradient and 50 feet northwest of stabilization impoundment #1.</li> <li>• MW-3, intended to be located hydrologically downgradient and 40 feet west of stabilization impoundment #1.</li> <li>• MW-4, intended to be located hydrologically downgradient and within 20-50 feet west of the north re-use area's irrigated boundary.</li> </ul> <p>Ground water sample collection, preservation, transport and analysis shall be performed according to the following procedure:</p> <ol style="list-style-type: none"> <li>a) Measure the depth-to-most-shallow ground water from the top of the well casing to the nearest hundredth of a foot.</li> <li>b) Purge three well volumes of water from the well prior to sample collection.</li> <li>c) Obtain samples from the well for analysis.</li> <li>d) Properly prepare, preserve and transport samples.</li> <li>e) Analyze samples in accordance with the methods authorized in this Discharge Permit.</li> </ol>

#	Terms and Conditions
	<p>Depth-to-most-shallow ground water measurements, analytical results, including the laboratory QA/QC summary report, and a facility layout map showing the location and number of each well shall be submitted to NMED in the quarterly monitoring report each year.</p> <p>[Subsection A of 20.6.2.3107 NMAC]</p>

***Facility Monitoring Conditions***

#	Terms and Conditions
28.	<p>The permittee shall measure the totalized, average daily and peak daily volume of wastewater discharged to the treatment facility each month using a primary measuring device (equipped with head sensing, totalizing and chart recording/data logging mechanisms) located at the WWTF entrance works. The totalized, average daily and peak daily discharge volumes for each month shall be submitted to NMED in the quarterly monitoring reports.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections C and H of 20.6.2.3109 NMAC]</p>
29.	<p>The permittee shall measure the monthly volume of reclaimed wastewater discharged from the clay-lined storage impoundment to the re-use area. The permittee shall obtain readings from a totalizing flow meter located on pump transfer line on a monthly basis and calculate the monthly and average daily discharge volume. The monthly volume discharged shall be used on the LADS to calculate nitrogen loading.</p> <p>The monthly meter readings, and calculated monthly and average daily discharge volumes shall be submitted to NMED in the quarterly monitoring reports each year.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections C and H 20.6.2.3109 NMAC]</p>
30.	<p>All flow meters shall be capable of having their accuracy ascertained under actual working (field) conditions. A field calibration method shall be developed for each flow meter and that method shall be used to check the accuracy of each respective meter. Field calibrations shall be performed upon repair or replacement of a flow measurement device and, at a minimum, on an annual basis.</p> <p>Flow meters shall be calibrated to within plus or minus 10 percent of actual flow, as measured under field conditions. Field calibrations shall be performed by an individual knowledgeable in flow measurement and in the installation/operation of the particular device in use. A flow meter calibration report shall be prepared for each flow measurement device at the frequency calibration is required. The flow meter calibration report shall include the following information:</p> <p>a) The location and meter identification.</p>

#	Terms and Conditions
	<p>b) The method of flow meter field calibration employed.</p> <p>c) The measured accuracy of each flow meter prior to adjustment indicating the positive or negative offset as a percentage of actual flow as determined by an in-field calibration check.</p> <p>d) The measured accuracy of each flow meter following adjustment, if necessary, indicating the positive or negative offset as a percentage of actual flow of the meter.</p> <p>e) Any flow meter repairs made during the previous year or during field calibration.</p> <p>The permittee shall maintain records of flow meter calibration(s) at a location accessible for review by NMED during facility inspections.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections C and H 20.6.2.3109 NMAC]</p>
31.	<p>The permittee shall visually inspect flow meters on a monthly basis for evidence of malfunction. If a visual inspection indicates a flow meter is not functioning as required by this Discharge Permit, the permittee shall repair or replace the meter within 30 days of discovery. For <i>repaired</i> meters, the permittee shall submit a report to NMED with the next monitoring report following the repair that includes a description of the malfunction; a statement verifying the repair; and a flow meter field calibration report completed in accordance with the requirements of this Discharge Permit. For <i>replacement</i> meters, the permittee shall submit a report to NMED with the next monitoring report following the replacement that includes a design schematic for the device and a flow meter field calibration report completed in accordance with the requirements of this Discharge Permit.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
32.	<p>The permittee shall collect samples of reclaimed wastewater from the outlet of the clay-lined storage impoundment on a quarterly basis and analyze the samples for TKN, NO<sub>3</sub>-N, TDS and Cl.</p> <p>In the event that discharge does not occur for an entire quarterly period, the permittee shall collect a composite wastewater sample from a representative location within the clay-lined storage impoundment and analyze the sample for TKN, NO<sub>3</sub>-N, TDS and Cl. The composite sample shall consist of a minimum of six equal aliquots collected around the entire perimeter of the impoundment and thoroughly mixed.</p> <p>Samples shall be properly prepared, preserved, transported and analyzed in accordance with the methods authorized in this Discharge Permit. Analytical results shall be submitted to NMED in the quarterly monitoring reports.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections C and H of 20.6.2.3109 NMAC]</p>

#	Terms and Conditions																								
33.	<p>During any month that the discharge of reclaimed wastewater occurs, the permittee shall perform the following analyses on reclaimed wastewater samples collected from the outlet of the clay-lined storage impoundment using the following sampling method and frequency:</p> <ul style="list-style-type: none"> <li>• Fecal coliform bacteria: grab sample once per month.</li> <li>• BODs: grab sample once per month.</li> <li>• TSS: grab sample once per month.</li> <li>• TRC concentrations: record whenever fecal coliform samples are collected.</li> </ul> <p>Samples shall be properly prepared, preserved, transported and analyzed in accordance with the methods authorized in this Discharge Permit. Analytical results and a copy of the log of TRC concentrations shall be submitted to NMED in the quarterly monitoring reports.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections B, C and H of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.D]</p>																								
34.	<p>On an annual basis, the permittee shall collect a grab sample of reclaimed wastewater from the outlet of the clay-lined storage impoundment and analyze the sample for the following inorganic constituents:</p> <table border="0" style="width: 100%;"> <tr> <td>• aluminum</td> <td>• manganese</td> </tr> <tr> <td>• arsenic</td> <td>• molybdenum</td> </tr> <tr> <td>• barium</td> <td>• mercury</td> </tr> <tr> <td>• boron</td> <td>• pH (instantaneous)</td> </tr> <tr> <td>• cadmium</td> <td>• nickel</td> </tr> <tr> <td>• chromium</td> <td>• radioactivity: combined radium-226 &amp; radium-228</td> </tr> <tr> <td>• cobalt</td> <td></td> </tr> <tr> <td>• copper</td> <td>• selenium</td> </tr> <tr> <td>• cyanide</td> <td>• silver</td> </tr> <tr> <td>• fluoride</td> <td>• sulfate</td> </tr> <tr> <td>• iron</td> <td>• uranium</td> </tr> <tr> <td>• lead</td> <td>• zinc</td> </tr> </table> <p>Samples shall be properly prepared, preserved, transported and analyzed in accordance with the methods authorized in this Discharge Permit. Analytical results shall be submitted to NMED in the monitoring reports due by August 1<sup>st</sup> each year.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections C and H of 20.6.2.3109 NMAC]</p>	• aluminum	• manganese	• arsenic	• molybdenum	• barium	• mercury	• boron	• pH (instantaneous)	• cadmium	• nickel	• chromium	• radioactivity: combined radium-226 & radium-228	• cobalt		• copper	• selenium	• cyanide	• silver	• fluoride	• sulfate	• iron	• uranium	• lead	• zinc
• aluminum	• manganese																								
• arsenic	• molybdenum																								
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• cobalt																									
• copper	• selenium																								
• cyanide	• silver																								
• fluoride	• sulfate																								
• iron	• uranium																								
• lead	• zinc																								
35.	<p>Once during the term of this Discharge Permit, the permittee shall collect a grab sample of reclaimed wastewater from the outlet of the clay-lined storage impoundment and analyze the sample for the following organic constituents:</p>																								

#	Terms and Conditions
	<ul style="list-style-type: none"> <li>• benzene</li> <li>• benzo-a-pyrene</li> <li>• carbon tetrachloride</li> <li>• chloroform</li> <li>• 1,1-dichloroethane</li> <li>• 1,2-dichloroethane (EDC)</li> <li>• 1,1-dichloroethylene (1,1-DCE)</li> <li>• ethylbenzene</li> <li>• ethylene dibromide (EBD)</li> <li>• methylene chloride</li> <li>• <u>PAHs</u>: total naphthalene plus monomethylnaphthalenes</li> <li>• Phenols</li> <li>• Polychlorinated biphenyls (PCBs)</li> <li>• toluene</li> <li>• 1,1,2,2-tetrachloroethane</li> <li>• 1,1,2,2-tetrachloroethylene (PCE)</li> <li>• 1,1,1-trichloroethane</li> <li>• 1,1,2-trichloroethane</li> <li>• 1,1,2-trichloroethylene (TCE)</li> <li>• vinyl chloride</li> <li>• xylenes (total)</li> </ul> <p>Samples shall be properly prepared, preserved, transported and analyzed in accordance with the methods authorized in this Discharge Permit. Analytical results shall be submitted to NMED in the monitoring reports due by August 1<sup>st</sup> each year.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsections C and H of 20.6.2.3109 NMAC]</p>
36.	<p>The permittee shall complete LADS (copy enclosed) on a monthly basis that document the amount of nitrogen applied to the re-use area during the most recent 12 months. The LADS shall reflect the total nitrogen concentration from the most recent wastewater analysis and the measured discharge volumes to the re-use area for each month. The LADS shall be completed with information above or shall include a statement that application of wastewater did not occur. The LADS shall be submitted to NMED in the quarterly monitoring reports.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>

**C. CONTINGENCY PLAN**

#	Terms and Conditions
37.	<p>In the event that ground water monitoring indicates that a ground water quality standard identified in Section 20.6.2.3103 NMAC is exceeded; the total nitrogen concentration in ground water is greater than 10 mg/L; or a toxic pollutant (defined in Subsection WW of 20.6.2.7 NMAC) is present in a ground water sample and in any subsequent ground water sample collected from a monitoring well required by this Discharge Permit, the permittee shall enact the following contingency plan:</p> <p>Within 60 days of the subsequent sample analysis date, the permittee shall propose</p>

#	Terms and Conditions
	<p>measures to ensure that the exceedance of the standard or the presence of a toxic pollutant will be mitigated by submitting a corrective action plan to NMED for approval. The corrective action plan shall include a description of the proposed actions to control the source and an associated completion schedule. The plan shall be enacted as approved by NMED.</p> <p>Once invoked (whether during the term of this Discharge Permit; or after the term of this Discharge Permit and prior to the completion of the Discharge Permit closure plan requirements), this condition shall apply until the permittee has fulfilled the requirements of this condition and ground water monitoring confirms for a minimum of two years of consecutive ground water sampling events that the standards of Section 20.6.2.3103 NMAC are not exceeded and toxic pollutants are not present in ground water.</p> <p>The permittee may be required to abate water pollution pursuant to Sections 20.6.2.4000 through 20.6.2.4115 NMAC, should the corrective action plan not result in compliance with the standards and requirements set forth in Section 20.6.2.4103 NMAC within 180 days of confirmed ground water contamination.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection E of 20.6.2.3109 NMAC]</p>
38.	<p>In the event that information available to NMED indicates that a well(s) is not constructed in a manner consistent with the attachment titled <i>Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions</i>, Revision 1.1, March 2011; contains insufficient water to effectively monitor ground water quality; or is not completed in a manner that is protective of ground water quality, the permittee shall install a replacement well(s) within 120 days following notification from NMED.</p> <p>The permittee shall survey the replacement monitoring well(s) within 150 days following notification from NMED.</p> <p>Replacement well location(s) shall be approved by NMED prior to installation and completed in accordance with the attachment titled <i>Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions</i>, Revision 1.1, March 2011. The permittee shall submit construction and lithologic logs, survey data and a ground water elevation contour map to NMED within 60 days following well completion.</p> <p>Upon completion of the replacement monitoring well(s), the monitoring well(s) requiring replacement shall be properly plugged and abandoned. Well plugging, abandonment and documentation of the abandonment procedures shall be completed in accordance with the attachment titled <i>Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions</i>, Revision 1.1, March 2011, and all applicable local, state, and federal regulations. The well abandonment documentation shall be submitted to NMED within 60 days of completion of well plugging activities.</p>

#	Terms and Conditions
	[Subsection A of 20.6.2.3107 NMAC]
39.	<p>In the event that ground water flow information obtained pursuant to this Discharge Permit indicates that a monitoring well(s) is not located hydrologically downgradient of the discharge location(s) it is intended to monitor, the permittee shall install a replacement well(s) within 120 days following notification from NMED. The permittee shall survey the replacement monitoring well(s) within 150 days following notification from NMED.</p> <p>Replacement well location(s) shall be approved by NMED prior to installation and completed in accordance with the attachment titled <i>Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions</i>, Revision 1.1, March 2011. The permittee shall submit construction and lithologic logs, survey data and a ground water elevation contour map within 30 days following well completion.</p> <p>[Subsection A of 20.6.2.3107 NMAC]</p>
40.	<p>In the event that analytical results of a quarterly treated wastewater sample indicate an exceedance of the total nitrogen limitation set in this Discharge Permit, the permittee shall collect and analyze a second sample within 30 days of the first sample analysis date. In the event the second sample results indicate that the limitation is continuing to be exceeded, the following contingency plan shall be enacted:</p> <ol style="list-style-type: none"> <li>a) Within 15 days of the second sample analysis date indicating that the limitation is continuing to be exceeded, the permittee shall             <ol style="list-style-type: none"> <li>i) notify NMED that the contingency plan is being enacted; and</li> <li>ii) submit a copy of the first and second analytical results indicating an exceedance to NMED.</li> </ol> </li> <li>b) The permittee shall increase the frequency of total nitrogen wastewater sampling and analysis of treated wastewater to once per month.</li> <li>c) The permittee shall examine the operation and maintenance log, required by the Record Keeping conditions of this Discharge Permit, for improper operational procedures.</li> <li>d) The permittee shall conduct a physical inspection of the treatment system to detect abnormalities. Any abnormalities discovered shall be corrected. A report detailing the corrections made shall be submitted to NMED within 30 days of correction.</li> <li>e) In the event that any analytical results from monthly wastewater sampling indicate an exceedance of the total nitrogen limitation, the permittee shall propose to modify operational procedures and/or upgrade the treatment process to achieve the total nitrogen limit by submitting a corrective action plan to NMED for approval. The plan shall include a schedule for completion of corrective actions and shall be submitted within 90 days of the second sample analysis date indicating that the limitation is continuing to be exceeded. The permittee shall initiate implementation of the plan following approval by NMED.</li> </ol>

#	Terms and Conditions
	<p>When analytical results from three consecutive months of wastewater sampling do not exceed the limitation, the permittee is authorized to return to a quarterly monitoring frequency.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
41.	<p>In the event that analytical results of a reclaimed domestic wastewater sample indicates an exceedance of any of the maximum limitations for BOD<sub>5</sub>, TSS, or fecal coliform bacteria set by this Discharge Permit, the permittee shall collect and analyze a second sample within 24 hours after becoming aware of the exceedance. In the event the second sample results indicate that any maximum limitation is continuing to be exceeded (i.e., confirmed exceedance), the contingency plan below shall be enacted.</p> <p style="text-align: center;"><b>AND / OR</b></p> <p>In the event that analytical results of a reclaimed domestic wastewater sample indicates an exceedance of any of the 30-day average limitations for BOD<sub>5</sub>, TSS, or fecal coliform bacteria set by this Discharge Permit (i.e., confirmed exceedance), the contingency plan below shall be enacted.</p> <p><u>Contingency Plan</u></p> <ul style="list-style-type: none"> <li>a) Within 48 hours of becoming aware of a confirmed exceedance (as identified above), the permittee shall: <ul style="list-style-type: none"> <li>i) notify NMED that the contingency plan is being enacted; and</li> <li>ii) submit copies of the recent analytical results indicating an exceedance to NMED.</li> </ul> </li> <li>b) The permittee shall examine the operation and maintenance log, required by the Record Keeping conditions of this Discharge Permit, for improper operational procedures.</li> <li>c) The permittee shall conduct a physical inspection of the treatment system to detect abnormalities. Any abnormalities discovered shall be corrected. A report detailing the corrections made shall be submitted to NMED within 30 days following correction.</li> </ul> <p>If a facility is required to enact the contingency plan more than two times in a 12-month period, the permittee shall propose to modify operational procedures and/or upgrade the treatment process to achieve consistent compliance with the maximum and 30-day average limitations by submitting a corrective action plan for NMED approval. The plan shall include a schedule for completion of corrective actions and shall be submitted within 60 days following the second sample analysis date. The permittee shall initiate implementation of the plan following approval by NMED. Additional sampling of any stored reclaimed wastewater may be required by NMED in response to the submitted corrective action plan.</p>

#	Terms and Conditions
	[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]
42.	<p>In the event that the LADS show that the amount of nitrogen in wastewater applied in any 12-month period exceeds 200 pounds per acre, the permittee shall propose the reduction of nitrogen loading to the re-use area by submitting a corrective action plan to NMED for approval. The plan shall include a schedule for completion of corrective actions and shall be submitted within 90 days following the end of the monitoring period in which the exceedance occurred. The permittee shall initiate implementation of the plan following approval by NMED.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
43.	<p>In the event that inspection findings reveal significant damage likely to affect the structural integrity of the lined impoundment(s) or its ability to contain contaminants, the permittee shall propose the repair or replacement of the impoundment liner(s) by submitting a corrective action plan to NMED for approval. The plan shall be submitted to NMED within 30 days after discovery by the permittee or following notification from NMED that significant liner damage is evident. The corrective action plan shall include a schedule for completion of corrective actions and the permittee shall initiate implementation of the plan following approval by NMED.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection C of 20.6.2.3109 NMAC]</p>
44.	<p>In the event that a minimum of two feet of freeboard cannot be preserved in the impoundment(s), the permittee shall take actions authorized by this Discharge Permit and all applicable local, state, and federal regulations to restore the required freeboard.</p> <p>In the event that two feet of freeboard cannot be restored within a period of 72 hours following discovery, the permittee shall propose actions to be immediately implemented to restore two feet of freeboard by submitting a short-term corrective action plan to NMED for approval. Examples of short-term corrective actions include: removing excess wastewater from the impoundment through pumping and hauling; or reducing the volume of wastewater discharged to the impoundment. The plan shall include a schedule for completion of corrective actions and shall be submitted within 15 days following the date when the two feet of freeboard limit was initially discovered. The permittee shall initiate implementation of the plan following approval by NMED.</p> <p>In the event that the short-term corrective actions failed to restore two feet of freeboard, the permittee shall propose permanent corrective actions in a long-term corrective action plan submitted to NMED within 90 days following failure of the short-term corrective action plan. Examples include: the installation of an additional storage impoundment, or a significant/permanent reduction in the volume of wastewater discharged to the impoundment. The plan shall include a schedule for completion of corrective actions and implementation of the plan shall be initiated following approval by NMED.</p>

#	Terms and Conditions
	[Subsection A of 20.6.2.3107 NMAC]
45.	<p>In the event that a release (commonly known as a “spill”) occurs that is not authorized under this Discharge Permit, the permittee shall take measures to mitigate damage from the unauthorized discharge and initiate the notifications and corrective actions required in Section 20.6.2.1203 NMAC and summarized below.</p> <p>Within <u>24 hours</u> following discovery of the unauthorized discharge, the permittee shall verbally notify NMED and provide the following information:</p> <ul style="list-style-type: none"> <li>a) The name, address, and telephone number of the person or persons in charge of the facility, as well as of the owner and/or operator of the facility.</li> <li>b) The name and address of the facility.</li> <li>c) The date, time, location, and duration of the unauthorized discharge.</li> <li>d) The source and cause of unauthorized discharge.</li> <li>e) A description of the unauthorized discharge, including its estimated chemical composition.</li> <li>f) The estimated volume of the unauthorized discharge.</li> <li>g) Any actions taken to mitigate immediate damage from the unauthorized discharge.</li> </ul> <p>Within <u>one week</u> following discovery of the unauthorized discharge, the permittee shall submit written notification to NMED with the information listed above and any pertinent updates.</p> <p>Within <u>15 days</u> following discovery of the unauthorized discharge, the permittee shall submit a corrective action report/plan to NMED describing any corrective actions taken and/or to be taken relative to the unauthorized discharge that includes the following:</p> <ul style="list-style-type: none"> <li>a) A description of proposed actions to mitigate damage from the unauthorized discharge.</li> <li>b) A description of proposed actions to prevent future unauthorized discharges of this nature.</li> <li>c) A schedule for completion of proposed actions.</li> </ul> <p>In the event that the unauthorized discharge causes or may with reasonable probability cause water pollution in excess of the standards and requirements of Section 20.6.2.4103 NMAC, and the water pollution will not be abated within 180 days after notice is required to be given pursuant to Paragraph (1) of Subsection A of 20.6.2.1203 NMAC, the permittee may be required to abate water pollution pursuant to Sections 20.6.2.4000 through 20.6.2.4115 NMAC.</p> <p>Nothing in this condition shall be construed as relieving the permittee of the obligation to comply with all requirements of Section 20.6.2.1203 NMAC.</p> <p>[20.6.2.1203 NMAC]</p>

#	Terms and Conditions
46.	<p>In the event that NMED or the permittee identifies any failures of the discharge plan or this Discharge Permit not specifically noted herein, NMED may require the permittee to submit a corrective action plan and a schedule for completion of corrective actions to address the failure(s). Additionally, NMED may require a Discharge Permit modification to achieve compliance with 20.6.2 NMAC.</p> <p>[Subsection A of 20.6.2.3107 NMAC, Subsection E of 20.6.2.3109 NMAC]</p>

**D. CLOSURE PLAN**

*Permanent Facility Closure Conditions*

#	Terms and Conditions
47.	<p>In the event a facility, or a component of a facility, is proposed to be permanently closed, upon ceasing discharging, the permittee shall perform the following closure measures:</p> <p>Within <u>60 days</u> of ceasing discharging to the impoundment(s), the line leading to the impoundments shall be plugged so that a discharge can no longer occur.</p> <p>Within <u>60 days</u> of ceasing discharging to the impoundment(s), wastewater shall be discharged from the impoundment and any other wastewater system components to the re-use area, as authorized by this Discharge Permit. The discharge of accumulated solids (sludge) from the impoundment to the re-use area is prohibited.</p> <p>Within <u>90 days</u> of ceasing discharging to the impoundment(s), the permittee shall submit a sludge removal and disposal plan to NMED for approval. The permittee shall initiate implementation of the plan within 30 days following approval by NMED. The sludge removal and disposal plan shall include the following:</p> <ol style="list-style-type: none"> <li>a) The estimated volume and dry weight of sludge to be removed and disposed, including measurements and calculations.</li> <li>b) Analytical results for samples of the sludge taken from the impoundment for TKN, NO<sub>3</sub>-N, percent total solids, and any other parameters tested (reported in mg/kg, dry weight basis).</li> <li>c) The method(s) of <i>sludge removal</i> from the impoundment(s).</li> <li>d) The method(s) of <i>disposal</i> for all of the sludge (and its contents) removed from the impoundment(s). The method(s) shall comply with all local, state and federal regulations, including 40 CFR Part 503. <i>Note: A proposal that includes the surface disposal of sludge may be subject to Ground Water Discharge Permitting requirements pursuant to 20.6.2.3104 NMAC that are separate from the requirements of this Discharge Permit.</i></li> <li>e) A schedule for completion of sludge removal and disposal not to exceed two years from the date discharge to the impoundment(s) ceased.</li> </ol>

#	Terms and Conditions
	<p>Within <u>one year</u> following completion of the sludge removal and disposal, the permittee shall complete the following closure measures:</p> <ul style="list-style-type: none"> <li>a) Remove all lines leading to and from the impoundment(s), or permanently plug and abandon them in place.</li> <li>b) Remove or demolish any other wastewater system components and re-grade area with suitable fill to blend with surface topography, promote positive drainage and prevent ponding.</li> <li>c) Perforate or remove the impoundment liner(s).</li> <li>d) Fill the impoundment(s) with suitable fill.</li> <li>e) Re-grade the impoundment site to blend with surface topography, promote positive drainage and prevent ponding.</li> </ul> <p>The permittee shall continue ground water monitoring until the requirements of this condition have been met and ground water monitoring confirms for a minimum of two years of consecutive ground water sampling events that the standards of Section 20.6.2.3103 NMAC are not exceeded and toxic pollutants are not present in ground water.</p> <p>If monitoring results show that a ground water quality standard in Section 20.6.2.3103 NMAC is exceeded; the total nitrogen concentration in ground water is greater than 10 mg/L; or a toxic pollutant (defined in Subsection WW of 20.6.2.7 NMAC) is present in ground water, the permittee shall implement the contingency plan required by this Discharge Permit.</p> <p>Following notification from NMED that post-closure monitoring may cease, the permittee shall plug and abandon the monitoring well(s) in accordance with the attachment titled <i>Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions</i>, Revision 1.1, March 2011.</p> <p>When all closure and post-closure requirements have been met, the permittee may submit a written request for termination of the Discharge Permit to NMED.</p> <p>[Subsection A of 20.6.2.3107 NMAC, 40 CFR Part 503]</p>

**E. GENERAL TERMS AND CONDITIONS**

#	Terms and Conditions
48.	<p>RECORD KEEPING - The permittee shall maintain a written record of the following information:</p> <ul style="list-style-type: none"> <li>a) Information and data used to complete the application for this Discharge Permit.</li> <li>b) Records of any releases (commonly known as "spills") not authorized under this Discharge Permit and reports submitted pursuant to 20.6.2.1203 NMAC.</li> </ul>

#	Terms and Conditions
	<p>c) Records of the operation, maintenance, and repair of all facilities/equipment used to treat, store or dispose of wastewater.</p> <p>d) Facility record drawings (plans and specifications) showing the actual construction of the facility and bear the seal and signature of a licensed New Mexico professional engineer.</p> <p>e) Copies of monitoring reports completed and/or submitted to NMED pursuant to this Discharge Permit.</p> <p>f) The volume of wastewater or other wastes discharged pursuant to this Discharge Permit.</p> <p>g) Ground water quality and wastewater quality data collected pursuant to this Discharge Permit.</p> <p>h) Copies of construction records (well log) for all ground water monitoring wells required to be sampled pursuant to this Discharge Permit.</p> <p>i) Records of the maintenance, repair, replacement or calibration of any monitoring equipment or flow measurement devices required by this Discharge Permit.</p> <p>j) Data and information related to field measurements, sampling, and analysis conducted pursuant to this Discharge Permit. The following information shall be recorded and shall be made available to NMED upon request:</p> <ul style="list-style-type: none"> <li>i) The dates, location and times of sampling or field measurements;</li> <li>ii) The name and job title of the individuals who performed each sample collection or field measurement;</li> <li>iii) The sample analysis date of each sample;</li> <li>iv) The name and address of the laboratory, and the name of the signatory authority for the laboratory analysis;</li> <li>v) The analytical technique or method used to analyze each sample or collect each field measurement;</li> <li>vi) The results of each analysis or field measurement, including raw data;</li> <li>vii) The results of any split, spiked, duplicate or repeat sample; and</li> <li>viii) A copy of the laboratory analysis chain-of-custody as well as a description of the quality assurance and quality control procedures used.</li> </ul> <p>The written record shall be maintained by the permittee at a location accessible during a facility inspection by NMED for a period of at least five years from the date of application, report, collection or measurement and shall be made available to the department upon request.</p> <p>[Subsections A and D of 20.6.2.3107 NMAC]</p>
49.	<p>INSPECTION and ENTRY – The permittee shall allow inspection by NMED of the facility and its operations which are subject to this Discharge Permit and the WQCC regulations. NMED may upon presentation of proper credentials, enter at reasonable times upon or through any premises in which a water contaminant source is located or in which are located any records required to be maintained by regulations of the federal government or the WQCC.</p>

#	Terms and Conditions
	<p>The permittee shall allow NMED to have access to and reproduce for their use any copy of the records, and to perform assessments, sampling or monitoring during an inspection for the purpose of evaluating compliance with this Discharge Permit and the WQCC regulations.</p> <p>Nothing in this Discharge Permit shall be construed as limiting in any way the inspection and entry authority of NMED under the WQA, the WQCC Regulations, or any other local, state or federal regulations.</p> <p>[Subsection D of 20.6.2.3107 NMAC, NMSA 1978, §§ 74-6-9.B and 74-6-9.E]</p>
50.	<p>DUTY to PROVIDE INFORMATION - The permittee shall, upon NMED's request, allow NMED's inspection/duplication of records required by this Discharge Permit and/or furnish to NMED copies of such records.</p> <p>[Subsection D of 20.6.2.3107 NMAC]</p>
51.	<p>MODIFICATIONS and/or AMENDMENTS – In the event the permittee proposes a change to the facility or the facility's discharge that would result in a change in the volume discharged; the location of the discharge; or in the amount or character of water contaminants received, treated or discharged by the facility, the permittee shall notify NMED prior to implementing such changes. The permittee shall obtain approval (which may require modification of this Discharge Permit) by NMED prior to implementing such changes.</p> <p>[Subsection C of 20.6.2.3107 NMAC, Subsections E and G of 20.6.2.3109 NMAC]</p>
52.	<p>PLANS and SPECIFICATIONS – In the event the permittee is proposing to construct a wastewater system or change a process unit of an existing system such that the quantity or quality of the discharge will change substantially from that authorized by this Discharge Permit, the permittee shall submit construction plans and specifications to NMED for the proposed system or process unit prior to the commencement of construction.</p> <p>In the event the permittee implements changes to the wastewater system authorized by this Discharge Permit which result in only a minor effect on the character of the discharge, the permittee shall report such changes (including the submission of record drawings, where applicable) as of January 1 and June 30 of each year to NMED.</p> <p>[Subsections A and C of 20.6.2.1202 NMAC, NMSA 1978, §§ 61-23-1 through 61-23-32]</p>
53.	<p>CIVIL PENALTIES - Any violation of the requirements and conditions of this Discharge Permit, including any failure to allow NMED staff to enter and inspect records or facilities, or any refusal or failure to provide NMED with records or information, may</p>

#	Terms and Conditions
	<p>subject the permittee to a civil enforcement action. Pursuant to WQA 74-6-10(A) and (B), such action may include a compliance order requiring compliance immediately or in a specified time, assessing a civil penalty, modifying or terminating the Discharge Permit, or any combination of the foregoing; or an action in district court seeking injunctive relief, civil penalties, or both. Pursuant to WQA 74-6-10(C) and 74-6-10.1, civil penalties of up to \$15,000 per day of noncompliance may be assessed for each violation of the WQA 74-6-5, the WQCC Regulations, or this Discharge Permit, and civil penalties of up to \$10,000 per day of noncompliance may be assessed for each violation of any other provision of the WQA, or any regulation, standard, or order adopted pursuant to such other provision. In any action to enforce this Discharge Permit, the permittee waives any objection to the admissibility as evidence of any data generated pursuant to this Discharge Permit.</p> <p>[20.6.2.1220 NMAC, NMSA 1978, §§ 74-6-10 and 74-6-10.1]</p>
54.	<p><b>CRIMINAL PENALTIES – No person shall:</b></p> <ol style="list-style-type: none"> <li>1) make any false material statement, representation, certification or omission of material fact in an application, record, report, plan or other document filed, submitted or required to be maintained under the WQA;</li> <li>2) falsify, tamper with or render inaccurate any monitoring device, method or record required to be maintained under the WQA; or</li> <li>3) fail to monitor, sample or report as required by a permit issued pursuant to a state or federal law or regulation.</li> </ol> <p>Any person who knowingly violates or knowingly causes or allows another person to violate the requirements of this condition is guilty of a fourth degree felony and shall be sentenced in accordance with the provisions of NMSA 1978, § 31-18-15. Any person who is convicted of a second or subsequent violation of the requirements of this condition is guilty of a third degree felony and shall be sentenced in accordance with the provisions of NMSA 1978, § 31-18-15. Any person who knowingly violates the requirements of this condition or knowingly causes another person to violate the requirements of this condition and thereby causes a substantial adverse environmental impact is guilty of a third degree felony and shall be sentenced in accordance with the provisions of NMSA 1978, § 31-18-15. Any person who knowingly violates the requirements of this condition and knows at the time of the violation that he is creating a substantial danger of death or serious bodily injury to any other person is guilty of a second degree felony and shall be sentenced in accordance with the provisions of NMSA 1978, § 31-18-15.</p> <p>[20.6.2.1220 NMAC, NMSA 1978, §§ 74-6-10.2.A through 74-6-10.2.F]</p>
55.	<p><b>COMPLIANCE with OTHER LAWS - Nothing in this Discharge Permit shall be construed in any way as relieving the permittee of the obligation to comply with all applicable federal, state, and local laws, regulations, permits or orders.</b></p>

#	Terms and Conditions
	[NMSA 1978, § 74-6-5.L]
56.	<p>RIGHT to APPEAL - The permittee may file a petition for review before the WQCC on this Discharge Permit. Such petition shall be in writing to the WQCC within thirty days of the receipt of postal notice of this Discharge Permit and shall include a statement of the issues to be raised and the relief sought. Unless a timely petition for review is made, the decision of NMED shall be final and not subject to judicial review.</p> <p>[20.6.2.3112 NMAC, NMSA 1978, § 74-6-5.O]</p>
57.	<p>TRANSFER of DISCHARGE PERMIT - Prior to the transfer of any ownership, control, or possession of this facility or any portion thereof, the permittee shall:</p> <ol style="list-style-type: none"> <li>1) notify the proposed transferee in writing of the existence of this Discharge Permit;</li> <li>2) include a copy of this Discharge Permit with the notice; and</li> <li>3) deliver or send by certified mail to NMED a copy of the notification and proof that such notification has been received by the proposed transferee.</li> </ol> <p>Until both ownership and possession of the facility have been transferred to the transferee, the permittee shall continue to be responsible for any discharge from the facility.</p> <p>[20.6.2.3111 NMAC]</p>
58.	<p>PERMIT FEES - Payment of permit fees is due at the time of Discharge Permit approval. Permit fees shall be paid in a single payment or shall be paid in equal installments on a yearly basis over the term of the Discharge Permit. Single payments shall be remitted to NMED no later than 30 days after the Discharge Permit effective date. Initial installment payments shall be remitted to NMED no later than 30 days after the Discharge Permit effective date; subsequent installment payments shall be remitted to NMED no later than the anniversary of the Discharge Permit effective date.</p> <p>Permit fees are associated with <u>issuance</u> of this Discharge Permit. Nothing in this Discharge Permit shall be construed as relieving the permittee of the obligation to pay all permit fees assessed by NMED. A permittee that ceases discharging or does not commence discharging from the facility during the term of the Discharge Permit shall pay all permit fees assessed by NMED. An approved Discharge Permit shall be suspended or terminated if the facility fails to remit an installment payment by its due date.</p> <p>[Subsection F of 20.6.2.3114 NMAC, NMSA 1978, § 74-6-5.K]</p>

Quill Wastewater Treatment Facility, DP-234

August 15, 2012

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**V. PERMIT TERM & SIGNATURE**

EFFECTIVE DATE: August 15, 2012

TERM ENDS: August 15, 2017

[Subsection H of 20.6.2.3109 NMAC, NMSA 1978, § 74-6-5.I]



*FOR*

JERRY SCHOEPPNER

Chief, Ground Water Quality Bureau

New Mexico Environment Department



## New Mexico Environment Department Ground Water Quality Bureau Discharge Permit Summary

### Facility Information

<b>Facility Name</b>	Quill Wastewater Treatment Facility
<b>Discharge Permit Number</b>	DP-234
<b>Legally Responsible Party</b>	Charles Gara, Division Director State of New Mexico General Services Department Property Control Division 1100 St. Francis Drive Rm. 2022 Santa Fe, New Mexico 87501 (505) 827-2141

### Treatment, Disposal and Site Information

<b>Primary Waste Type</b>	Domestic Wastewater
<b>Facility Type</b>	Aerated Impoundment System

#### Treatment Methods

Type	Designation	Description & Comments
Wastewater Treatment System	Solids Separation	Mechanical Bar Screen. Screenings are disposed of in a dumpster and hauled to a landfill for disposal.
	Primary Treatment Impoundments	Consists of two synthetically (hypalon) lined, aerated cells designated as East and West <ul style="list-style-type: none"> <li>• May be operated in series or parallel</li> <li>• Cell Capacity: 843,600 gallons each</li> <li>• Surface Area: 0.41 acres</li> </ul> (note: The West Impoundment's synthetic liner will be replaced during the term of this Discharge Permit)
	Secondary Stabilization Impoundments	Consists of two synthetically (hypalon) lined cells, designated as East and West <ul style="list-style-type: none"> <li>• May be operated in series or parallel</li> <li>• Cell Capacity: 2,888,800 gallons each</li> <li>• Surface Area: 1.98 acres</li> </ul>
	Disinfection Unit	Chlorine Contact Chamber equipped with a Sodium Hypochlorite (HTH) tablet dispensing system

#### Discharge Locations

Type	Designation	Description & Comments
Impoundment	Storage for Irrigation	Clay-lined with concrete sidewalls <ul style="list-style-type: none"> <li>• Cell Capacity: 19,953,000 gallons</li> <li>• Surface Area: 5.56 acres</li> </ul>
Re-use Area	South Field	38 acres of rangeland
Re-use Area	North Field	57 acres of rangeland



## New Mexico Environment Department Ground Water Quality Bureau Discharge Permit Summary

### Flow Metering Locations

Type	Designation	Description & Comments
Primary Measurement Device	Influent Entrance Works	Parshall flume equipped with head sensing ultrasonic flow meter and chart recording
Totalizing Flow Meter	Reuse pump station	Transit time flow meter

### Ground Water Monitoring Locations

Type	Designation	Description & Comments
Monitoring Well 1	MW-1	Intended to be located hydrologically upgradient and 50 feet northeast of stabilization impoundment #2
Monitoring Well 2	MW-2	Intended to be located hydrologically downgradient and 50 feet northwest of stabilization impoundment #1.
Monitoring Well 3	MW-3	Intended to be located hydrologically downgradient and 40 feet west of stabilization impoundment #1
Monitoring Well 4	MW-4	Intended to be located hydrologically downgradient and within 20-50 feet west of the north re-use area's irrigated boundary (To Be Installed)

Depth-to-Ground Water 90 feet  
Total Dissolved Solids (TDS) 170 mg/L

### Permit Information

Application Received May 27, 2011 and July 18, 2011  
Public Notice Published April 27, 2012  
Discharge Permit Issued August 15, 2012  
Discharge Permit Term Ends August 15, 2017  
Permitted Discharge Volume 280,000 gallons per day

### NMED Contact Information

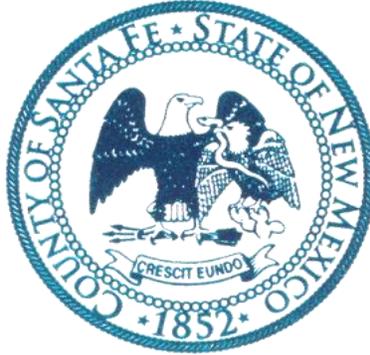
Mailing Address Ground Water Quality Bureau  
P.O. Box 5469  
Santa Fe, New Mexico 87502-5469

GWQB Telephone Number (505) 827-2900

NMED Lead Staff Steve Pedro  
Lead Staff Telephone Number (505) 827-2957  
Lead Staff Email [steven.pedro@state.nm.us](mailto:steven.pedro@state.nm.us)

**APPENDIX F**  
**Sample Agreement**

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR  
FOR CONSTRUCTION SERVICES**



**SANTA FE COUNTY  
ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING DIVISION  
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

Hereafter "County":

Katherine Miller, County Manager  
Santa Fe County  
PO Box 276  
Santa Fe, New Mexico 87504-0276  
TELEPHONE: 505-986-6200  
FAX: 505-995-2740

Hereafter "Contractor":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

ARCHITECT [or ENGINEER]

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

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**RECITALS**

**WHEREAS**, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. \_\_\_\_\_ for construction services for \_\_\_\_\_; and

**WHEREAS**, the Contractor submitted its bid, dated \_\_\_\_\_ in response to IFB No. \_\_\_\_\_; and

**WHEREAS**, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

**WHEREAS**, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

**WHEREAS**, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

**1.1 DOCUMENTS**

The contract documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Bid Sheet Attachment A
- Addenda and Modifications issued Attachment B  
before and after execution of this Contract

**1.2 CERTIFICATES AND DOCUMENTATION**

The following certificates and documentation are hereby attached as exhibits as follows:

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D
- Assignment of Antitrust Claims Exhibit E
- Certificate of Insurance Exhibit F

Notice of Award  
Notice to Proceed  
Change Order  
Certificate of Substantial Completion

Exhibit G  
Exhibit H  
Exhibit I  
Exhibit J

## **ARTICLE 2 THE WORK**

### **2.1 THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for the following:

Insert description of work

## **ARTICLE 3 EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND AMENDMENTS**

### **3.1 EFFECTIVE DATE**

The Effective Date of this Agreement is the date of signature by the County.

### **3.2 TIME OF COMMENCEMENT**

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

### **3.3 SUBSTANTIAL COMPLETION**

The Contractor shall achieve Substantial Completion of the entire work no later than \_\_\_\_\_ ( ) calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

### **3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of \_\_\_\_\_ dollars (\$ ) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
1. To any preference, priority or allocation order duly issued by the County;
  2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
  3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

- F. Provided further, that the Contractor shall, within ten days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

**3.5 AMENDMENTS**

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 (Amendments – Change Orders) of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

**ARTICLE 4  
CONTRACT SUM**

**4.1 LUMP SUM**

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of (enter dollar amount in words) Dollars (\$0.00 enter dollar amount), exclusive of New Mexico gross receipts tax.

**4.2 CONTRACT AMOUNT**

**The Contract sum is determined as follows:** (insert data from bid form concerning base bid, alternates, etc.)

Base Bid	\$	
List Alternates, if applicable	\$	
	\$	
	\$	
<b>Total Contract Amount</b>	<b>\$</b>	, exclusive of NM grt

**ARTICLE 5  
PROGRESS PAYMENTS**

**5.1 PROGRESS PAYMENTS**

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on

account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than 21 working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within 21 days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have

been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

## **ARTICLE 6 FINAL PAYMENT**

### **6.1 FINAL PAYMENT**

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within 30 calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

### **6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

\_\_\_\_\_  
\_\_\_\_\_, Chair  
Santa Fe County Board of County Commissioners

**ATTESTATION**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

Approved as to form:

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**GENERAL CONDITIONS  
TO AGREEMENT BETWEEN SANTA FE COUNTY  
AND CONTRACTOR  
FOR CONSTRUCTION SERVICES**

**1.0 DEFINITIONS**

The following terms as used in this contract are respectively defined as follows:

- 1.1** *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2** *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect/Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3** *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4** *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5** *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6** *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7** *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8** *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9** *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or

subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10** *Lump Sum Agreement (See Stipulated Sum Agreement)*
- 1.11** *Lump Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12** *Lump Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13** *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14** *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15** *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16** *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17** *Punch list* a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18** *Schedule of Values* A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19** *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.20** *Stipulated Sum Agreement* A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).
- 1.21** *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22** *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23** *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24** *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25** *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

## **2. CONTRACT AND CONTRACT DOCUMENTS**

- 2.1** *Entire Agreement.* This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2** *Relationship of Contract Documents.* The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3** *Conflicting Conditions.* Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

### **3. PLANS, SPECIFICATIONS AND ADDENDA**

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

### **4. CONTRACT SECURITY – BONDS**

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2** Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.
- 4.3** Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.
- 4.4** Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

### **5. TERMS AND MEANINGS**

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

- 5.1** Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2** Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3** Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4** Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

## **6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW**

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3** Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

- 6.7** Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **7. EFFECTIVE DATE AND TERM**

- 7.1** This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.

- 7.2** This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

## **8. TERMINATION**

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

- 8.2** Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

- 8.3** Right of the County to Terminate Contract In the event that any of the provisions of this

contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County 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.

## **9. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **10. AMENDMENTS – CHANGE ORDERS**

Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 “The Work” of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

## **11. INDEMNIFICATION**

**11.1** The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

**11.2** The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

**11.3** The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION**

**12.1** Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

**12.2** A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

**12.3** Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

## **13. DISPUTE RESOLUTION**

**13.1** Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

**13.2** County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

**13.3** If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E) (3) NMRA.

## **14. INSURANCE**

**14.1** The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

**14.2** Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".

**14.3** General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

**14.4** General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.

**14.5** Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.

**14.6** Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall

require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

**14.7** Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

**14.8** Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

**14.9** Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**14.10** Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

## **15. INDEPENDENT CONTRACTOR**

**15.1** The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

**15.2** The Contractor shall not subcontract any portion of the services to be performed under this

Agreement without prior written approval of the County.

**15.3** The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

**16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

**16.1** No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**16.2** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

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

**17. ASSIGNMENT**

**17.1** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**18. SUBCONTRACTING**

**18.1** The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval

shall be null and void and without any legal effect.

- 18.2** Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.
- 18.3** Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4** Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5** The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6** The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 18.8** Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 18.9** All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

## **19. PERSONNEL**

- 19.1** All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- 19.2** The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be

employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**20. NOTICES**

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

To the County:                Santa Fe County  
   Office of the County Attorney  
   102 Grant Avenue  
   Santa Fe, New Mexico 87501

To the Contractor:        \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

**20.2** Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

**21. RELEASE**

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County’s officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney’s fees and costs of litigation that the Contractor may have.

**22. WAIVER**

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

**CONDITIONS OF THE WORK**

## **1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 1.1** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer/County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer/County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

## **2. SHOP OR SETTING DRAWINGS**

- 2.1** The Contractor shall submit promptly to the Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/County in writing of any deviations at the time the Contractor furnishes such drawings.

## **3. MATERIALS, SERVICES AND FACILITIES**

3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

## **4. CONTRACTOR'S TITLE TO MATERIALS**

- 4.1** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that

he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

## **5. INSPECTION AND TESTING OF MATERIALS**

- 5.1** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.
- 5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

## **6. "OR EQUAL" CLAUSE**

- 6.1** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

## **7. PATENTS**

- 7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any

cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

## **8. SURVEYS, PERMITS AND REGULATIONS**

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## **9. CONTRACTOR'S OBLIGATIONS**

- 9.1** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

## **10. WEATHER CONDITIONS**

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

## **11. PROTECTION OF WORK AND PROPERTY-EMERGENCY**

- 11.1** The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its

own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.

**11.2** In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.

**11.3** Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.

**11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

## **12. INSPECTION**

**12.1** The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## **13. REPORTS, RECORDS AND DATA**

**13.1** The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

## **14. SUPERINTENDENT BY CONTRACTOR**

**14.1** At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer/County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

## **15. CHANGES IN WORK**

**15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
  - 1) Labor, including foremen;
  - 2) Materials entering permanently into the work;
  - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
  - 4) Power and consumable supplies for the operation of power equipment;
  - 5) Insurance;
  - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## **16. EXTRAS**

**16.1** Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

## **17. INSPECTION OF SERVICES**

**17.1** The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.

**17.2** The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.

**17.3** If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

**17.4** If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the

Contract sum to reflect the reduced value of the services performed.

- 17.5** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

## **18. CORRECTION OF WORK**

- 18.1** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

## **19. WARRANTY OF CONSTRUCTION**

- 19.1** In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2** This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.
- 19.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5** The County shall notify the Contractor, in writing, within a reasonable time after the

discovery of any failure, defect, or damage.

- 19.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8** In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9** Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10** This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

## **20. SUBSURFACE CONDITIONS FOUND DIFFERENT**

- 20.1** Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

## **21. CLAIMS FOR EXTRA COST**

- 21.1** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

## **22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

**22.1** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

## **22.2 Schedule**

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

## **23. ASSIGNMENTS**

**23.1** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

## **24. MUTUAL RESPONSIBILITY OF CONTRACTORS**

**24.1** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

## **25. SEPARATE CONTRACT**

**25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

## **26. ARCHITECT/ENGINEER'S AUTHORITY**

**26.1** The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

**26.2** The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

## **27. STATED ALLOWANCES**

**27.1** It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

## **28. USE OF PREMISES AND REMOVAL OF DEBRIS**

**28.1** The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

## **29. QUANTITIES OF ESTIMATE**

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **30. LANDS AND RIGHTS-OF-WAY**

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

## **31. GENERAL GUARANTY**

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

## **32. PROTECTION OF LIVES AND HEALTH**

**32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

**33. INTEREST OF MEMBER**

**33.1** No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

**34. OTHER PROHIBITED INTERESTS**

**34.1** No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY**

**35.1** The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

# **ATTACHMENT A**

## **BID SHEETS**

**ATTACHMENT B**  
ADDENDA & MODIFICATIONS

**EXHIBIT A**  
PROJECT MANUAL

## **EXHIBIT B**

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

# EXHIBIT C

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL hereinafter called the “PRINCIPAL” and  
\_\_\_\_\_ as SURETY hereinafter called the “SURETY”, are held and  
firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE  
hereinafter called the “COUNTY”, for the use and benefit of any claimants as herein below defined, in  
the amount of \_\_\_\_\_ (\$ . ) dollars for the payment whereof  
PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 20\_\_, with the  
COUNTY for the construction services for the (insert project description) in Santa Fe  
County, New Mexico, which must be constructed in accordance with drawings and specifications which  
contract is referenced and made a part hereof, and is hereinafter referred to as the “Contract.”

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

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
  - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in

which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

# EXHIBIT D

## PERFORMANCE BOND

(SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the "CONTRACTOR" and \_\_\_\_\_, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 2015, with the COUNTY for the construction services for the (insert project description) Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
  - (1) Complete the Contract in accordance with its terms and conditions, or
  - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

# EXHIBIT E

## ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,  
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:  
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

\_\_\_\_\_ agrees that any and all claims which it may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signed by Individual empowered to obligate Suppliers,  
Subcontractors or Subsubcontractors

TITLE: \_\_\_\_\_

**EXHIBIT F**  
**CERTIFICATE OF LIABILITY INSURANCE**

**EXHIBIT G**

**NOTICE OF CONTRACT AWARD**

**TO:**

**FROM:** \_\_\_\_\_, **Public Works Department**

**CONTRACT NO.** \_\_\_\_\_

**This is to inform that you that you have been awarded the Contract for:**

Project Name: \_\_\_\_\_

Date of Award \_\_\_\_\_ Amount of Award \_\_\_\_\_

**Contractor Information:**

Firm Name: \_\_\_\_\_ License# \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

**It is anticipated that construction will take place:**

Approximate Starting Date: \_\_\_\_\_ Approximate Completion Date: \_\_\_\_\_

Santa Fe County hereby accepts your offer on the solicitation No. \_\_\_\_\_ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

**SANTA FE COUNTY**

Name of Public Works Director or designee: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

# EXHIBIT H

## NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion \_\_\_\_\_ calendar days thereafter, which shall be \_\_\_\_\_, 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER:

Santa Fe County

SFC \_\_\_\_\_ DEPARTMENT

By:

\_\_\_\_\_  
Director, SFC Department

**EXHIBIT I**  
**CHANGE ORDER**

PROJECT:

CONTRACTOR  
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:  
Contractor e-mail:  
ENGINEER'S/ARCHITECT'S PROJECT NO:

---

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

---

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

---

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.  
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

---

The Original Contract Sum was	
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be increased/decreased/unchanged	
by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$0.00
The Contract Time will be increased/decreased/unchanged by <input type="text"/> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: <input type="text"/>	

**CHANGE ORDER SIGNATURE PAGE**

**APPROVED**

**SANTA FE COUNTY** By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory S. Shaffer  
County Attorney

Finance Department:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

**CONTRACTOR** By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ARCHITECT/ENGINEER** By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT J

## CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Contractor Purchase Order Number: \_\_\_\_\_

ARCHITECT/ENGINEER: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within \_\_\_ days from date of receipt from Architect/Engineer.

### Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Accepted by Santa Fe County**

\_\_\_\_\_  
Signature (Public Works Director or Designee)      Print Name      Date

**Inspected/Concurrence Architect/Engineer**

\_\_\_\_\_  
Signature      Print Name      Date

**PUNCH LIST**

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by \_\_\_\_\_ (Date)

The punch list consists of \_\_\_\_\_(indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as \_\_\_\_\_ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)