# SANTA FE COUNTY PUBLIC WORKS DEPARTMENT

#### **INVITATION FOR BID**



#### IFB# 2022-0183-PW/APS

# CHUPADERO WATER-SEWER CORPORATION WATER SYSTEM IMPROVEMENTS

**May 2022** 

#### SANTA FE COUNTY

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# ADVERTISEMENT INVITATION FOR BIDS CHUPADERO WATER-SEWAGE CORPORATION WATER SYSTEM IMPROVEMENTS IFB# 2022-0183-PW/APS

The Santa Fe County Public Works Department requests bids for the purpose of procuring a licensed construction company to install a new treatment system within a well house, treatment building and construction of a waterline. 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 Thursday, June 16, 2022 at the Santa Fe County Purchasing Division located at 102 Grant Avenue, 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.

Santa Fe County has taken preventative measures to insure the safety of its staff and the public. In an effort to combat the spread of the recent COVID-19 Pandemic, the Bid Opening will be held via Webex. If submitting a bid chooses to stay for the bid opening, only ONE (1) person representing the firm may be in the conference room. Social distancing will be maintained during the opening and hand sanitizer will be available, all surfaces will be wiped down with disinfectant. If you plan on attending in person please email apatterson-sanchez@santafecountynm.gov.

https://sfco.webex.com/sfco/j.php?MTID=m67c7d631c5e3fed240b190ea7b930404

A Pre-Bid Conference and Site Visit will be held on Wednesday, June 1, 2022 at 10:00AM. Roadway security gate located at the west end of Chupadero Road (County Road 78). Attendance is not mandatory but strongly recommended.

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.

Information on Invitation for Bid Documents will be available by visiting the Santa Fe County website at <a href="http://www.santafecountynm.gov/asd/current-bid-solicitations">http://www.santafecountynm.gov/asd/current-bid-solicitations</a> or by contacting Amanda Patterson-Sanchez, Santa Fe County Purchasing, by telephone at (505) 992-6753, email at <a href="mailto:apatterson-sanchez@santafecountynm.gov">apatterson-sanchez@santafecountynm.gov</a>.

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

Santa Fe County Public Works Department

Publish: May 22 & 23, 2022

#### **BID INSTRUCTIONS**

Bids are requested by Santa Fe County for construction services for the Chupadero Water Sewage Corporation Water System Improvements, located in Santa Fe, NM, in accordance with the plans and specifications prepared by Martin/Martin Consulting Engineers and other contract documents prepared by Santa Fe County.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached bid sheets. Final payment will be made upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications. The bid shall include all permits, fees, tie-in fees for all utilities, overhead and profit, and incidental costs in the bid amounts. All applicable taxes **shall not** be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contractor and all agreements between the Contractor and the County.

#### 1. LOCATION AND DESCRIPTION OF WORK:

The work to be completed is located off of County Road 78 within Santa Fe County, New Mexico. The work includes but is not limited to the following:

- A. Provide and installation of a new complete packaged alpha particle potable water treatment system for this project. The system shall include a central raw water collection unit with a cartridge pre-filter, flow meter, valves, pressure reducing valve, three (3) sample ports, collection and distribution headers and related items necessary for a complete operation system.
- 2. TIME AND PLACE OF RECEIVING AND OPENING BIDS: This information will be found in the "Advertisement of Bid" form attached hereto. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
- **3. SPECIFICATIONS:** The construction of this project will be in accordance with the plans and specification prepared for this project by Martin/Martin Consulting Engineers and other contract documents prepared by Santa Fe County, except as otherwise specified herein or in the contract.
- **4. CONTRACT TIME:** The number of days for the completion of work (the contract time) from the Notice to Proceed is one hundred eighty (180) days. The number of days for the completion of work is weather working calendar days, where "calendar days" are defined as consecutive business days.

**5. COPIES OF BIDDING DOCUMENTS:** The Invitation for Bid Documents will be available by visiting the Santa Fe County website at <a href="http://www.santafecountynm.gov/asd/current\_bid\_solicitations">http://www.santafecountynm.gov/asd/current\_bid\_solicitations</a> or by contacting Amanda Patterson-Sanchez, Santa Fe County Purchasing, by telephone at (505) 992-6753, email at apatterson-sanchez@santafecountynm.gov.

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.

- 6. PRE-BID CONFERENCE: A Pre-Bid Meeting will be held on Wednesday, June 1, 2022 at 10:00AM at roadway security gate located at the west end of Chupadero Road (County Road 78).
- 7. 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 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.
- **8. INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Specialist in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the Procurement Specialist, 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:

Amanda Patterson-Sanchez, Procurement Specialist Senior Santa Fe County Purchasing Division 102 Grant Avenue Santa Fe, NM 87501 Ph. (505) 992-6753 Fax (505) 989-3243

Email – apatterson-sanchez@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.

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. RESIDENT PREFERENCE:** If a bidder wishes to be given preference in this procurement, it is required to submit its certificate or certificate number issued by the State Purchasing Agent with the bid prior to the bid submittal time and date deadline. Preference will not be given to a bidder who does not submit its certificate or certificate number that can be verified with the State Purchasing Office. The certificate must be under the bidder's business name as represented in its bid. The bidder's certificate must indicate whether the bidder is certified as a resident business. Application of preference by the County shall be provided as described at Section 13-1-21 (A)-(L) and Section 13-1-21.2 NMSA 1978, of State Procurement Code.
- **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 form.
  - C. A subcontractor who submits a bid valued at more than sixty thousand dollars (\$60,000) for a County project is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978). 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 number(s) appear to be non-valid and the subcontractor does not provide proof of the required registration for itself or its subcontractors for work proposed over the sixty thousand dollars (60,000).
  - D. The Contractor will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.
- **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 <u>must</u> 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:

Amanda Patterson-Sanchez, Procurement Specialist Senior Santa Fe County Purchasing Division 102 Grant Avenue Santa Fe, NM 87501

**18. 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.

- 19. 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.
- **20. 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.
- 21. BID OPENING PROCEDURE: Santa Fe County has taken preventative measures to insure the safety of its staff and the public. In an effort to combat the spread of the recent COVID-19 Pandemic, the Bid Opening will be held via WebEx. If a firm submitting a bid chooses to stay for the bid opening, only ONE (1) person representing the firm may be in the conference room. Social distancing will be maintained during the opening and hand sanitizer will be available, all surfaces will be wiped down with disinfectant.

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 <u>active</u> 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.

**22. 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 bid alternate(s); or (iii) the lowest bid including the base bid and any combination of bid 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.
- E. The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.
- **24. LIQUIDATED DAMAGES:** Liquidated damages in the amount of five hundred dollars (\$500.00) per each calendar 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.
- **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. The protest must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Purchasing Division P.O. Box 276 Santa Fe, New Mexico 87504

<u>Protest will not be accepted by facsimile or other electronic means.</u> Protest received after the deadline will not be accepted.

- 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.
- **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. WARRANTY:** The contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the completion date in addition to all other warranties required by the Contract Documents.
- **35. NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
- **36. 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.
- **37. 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.
- **38. 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.
- **39. 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 readvertised and constructed under contract or otherwise, as the owner may decide.
- **40. 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.
- 41. 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. OPERATIONS AND MAINTENANCE MANUALS: At the completion of the project but prior to the Substantial Completion certificate approved by the engineer, the contractor shall submit to the Project Manager two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items within this phase of construction, if applicable.
- **44. 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.
- **45. 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.
- **46. NUMBER OF BIDS ACCEPTED:** Bidders shall submit only one (1) bid in response to this IFB.
- **47. LIVING WAGE:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- **48. 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. <u>Waste Reduction and Reuse...</u>"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".

#### BID PROPOSAL IFB# 2022-0183-PW/APS CHUPADERO WATER-SEWAGE CORPORATION WATER SYSTEM IMPROVEMENTS

In compliance with the Information for Bidders and in strict conformance with the

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

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 to construction services for the Chupadero Water Sewer Water System Improvements located Santa Fe County, New Mexico.							
principals are those named herein; that the firm or corporation; that it has careful provisions, if any, and that it has made a per furnish all the necessary machinery, tools, a the work and furnish all the materials spec	he only person or parties interested in the proposal as proposal is made without collusion with any person, ly examined the specifications, including special resonal examination of the site of the work, that it is to apparatus and other means of construction and do all cified in the manner and the time prescribed; that it nate only and subject to increase or decrease, and that reased quantities of work at unit price bid.						
ten (10) days, or such further time as ma receiving notification of the acceptance of	secute and deliver the Construction Agreement within any be allowed in writing by Santa Fe County after this proposal, and it is hereby mutually understood County may proceed to award the contract to others.						
We hereby agree to commence the way be allowed in writing by Santa Fe Cour	work within fifteen (15) days, or such further time as nty after notification to proceed.						
	uarantee all work performed under these plans, er acceptance by the County and repair and maintain Fe County.						
	Signature-Title						
(Corporate Seal)	Corporate Name						
	Address						
	City State 7in Code						
	City, State, Zip Code 14						

Names of individual members of firms or names and titles of all officers of Corporation.	
Corporation organized under the Laws of the State of	
	New Mexico Contractor's License No.
NM Department of Workforce Solutions, Public Works Labor Enforcement Fund Registration Number:	

#### SANTA FE COUNTY BID FORM

FRO	M:		 
herei	nafter called "Bidder".	<del></del>	
ТО:	Santa Fe County 102 Grant Avenue Santa Fe, New Mexico 87501		

hereinafter called "CONTRACTING AGENCY".

BID FOR: **IFB# 2022-0183-PW/APS** 

PROJECT: CHUPADERO WATER-SEWAGE CORPORATION

WATER SYSTEM IMPROVEMENTS

#### 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 Chupadero Water Sewer Water System Improvements 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:

Add No.	endum Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
disquali	fication of the bide	receipt, as provided above, may be der and rejection of his proposal. It shall be a prior to submitting his bid.	
in a writ	ten "Notice to Proc	nence work under this Contract within fifteen reed" from Santa Fe County or its authorized ded in the Contract Documents.	
This Bid A. B. C. D. E. F. G. H. I.	Certification of Certification of Bid Bond Subcontractors	Affidavit for Prime Bidder Non-Segregated Facilities Bidder Regarding Equal Employment Oppor Listing (as included in this packet) ribution Disclosure Form	tunity
		the above listed documents in the bid subnotes of the bidder and rejection of its bid.	bmittal may be considered sufficient
Respectf	fully submitted:		
Name of	Bidder:	Official Add	ress:
•	nature)		
Title:			<del></del>
Date:		Telephone N	0.:
Email: _			
*New M	exico Contractor's l	License Number and Types:	
United S	tates Treasury Num	nber:	
Resident	Preference Certific	eate Number:	

#### **BID SHEETS**

#### IFB# 2022-0183-PW/APS CHUPADERO WATER-SEWAGE CORPORATION WATER SYSTEM IMPROVEMENTS

Item	Description	Unit	Qty	Extended	
No.					Price
1	Mobilization/Demobilization	LS	1		
2	Testing Allowance	EA	1		
3	Building Site Preparation, Complete in Place (CIP)	LS	1		
4	Security Fence with Gate, CIP	LF	38		
5	Building Foundation, Sump, Walkway, CIP	LS	1		
6	Prefab Treatment Building with Improvements, CIP	LS	1		
7	Well Equipping Drop Pipe, Wiring, Wellhead Completion, Sanitary Seal, Pitless Adapter, Conc. Pad, Submersible Pump CIP	LS	1		
8	Yard Piping, CIP	LF	1		
9	Treatment Building Interior Piping, Fittings, Valves, Etc., CIP	LS	1		
10	Packaged Water Treatment System, CIP	LS	1		
11	3 in. SDR 9 HDPE Water Supply Pipe, Valves, Fittings, Conc. Cap, CIP	LF	1,035		
12	3 in. Gate Valve, Box and Cover, CIP	LS	1		
13	Portable Electric Space Heater, CIP	LS	1		
14	Asphalt Pavement Demolition and Replacement, Traffic Control, CIP	SY	45		
15	Tank Level SCADA Control System	LS	1		
16	Electrical and HVAC, CIP	LS	1		
Total	Base Bid		De	ollars & Cent	ES .
Total	Base Bid written in words				

ALL BID ITEMS MUST BE EXCLUSIVE OF NMGRT

#### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO		
COUNTY OF		
	_ being first duly sworn, de	eposes and says that:
(1) They are the Bidder that has submitted the attached Bid	of Proposal;	the
(2) They are fully informed respecting the all pertinent circumstances respecting such		of the attached Bid Proposal and of
(3) Such bid is genuine and is not a collusi	ive or sham bid;	
(4) Neither the said bidder nor any of its of parties in interest, including this affiant, has or indirectly with any other bidder, firm of the contract for which the attached bid has such contract, or has in any manner, do communications or conference with any connivance or unlawful agreement any interested in the proposed contract; and	as in any way colluded, co or person to submit a collust s been submitted or to refulirectly or indirectly, sou other bidder, or to secure	onspired, connived or agreed, directly asive or sham bid in connection with rain from bidding in connection with aight by agreement or collusion or through any collusion, conspiracy,
(5) The price or prices quoted in the attach conspiracy, connivance or unlawful agr representatives, owners, employees, or part	reement on the part of	the bidder or any of its agents,
	(SIGNED)	
	TITLE	
SUBSCRIBED AND SWORN to before m	ne thisday of	2022.
	NO	TARY PUBLIC
My Commission Expires		

#### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO	
COUNTY OF	
being	g 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 by the Subcontractor to	on and contents of the Subcontractor's proposal submitted , the Contractor, for certain work in connection with
the contract per	taining to the
project in (3) Such Subcontractors proposal is genuine and	
(4) Neither the Subcontractor nor any of its office or parties in interest, including this affiant, has directly or indirectly with any other bidder, firm with the contract for which the attached bid has with such contract, or has in any manner, dire communications or conference with any other connivance or unlawful agreement any advarinterested in the proposed contract; and (5) The price or prices quoted in the Subcontra any collusion, conspiracy, connivance or unlawfur representatives, owners, employees, or parties in	cers, partners, owners, agents, representatives, employees in any way colluded, conspired, connived or agreed, or person to submit a collusive or sham bid in connection been submitted or to refrain from bidding in connection or certification or indirectly, sought by agreement or collusion or bidder, or to secure through any collusion, conspiracy, intage against the Contracting Agency or any person actor's proposal are fair and proper and are not tainted by all agreement on the part of the bidder or any of its agents.
	TITLE
	111 DD
SUBSCRIBED AND SWORN to before me this	day of2022.
Notary Public	_
My Commission Expires:	
SUBCONTRACTS	
to perform any work included in this co	ement with any subcontractor or permit any subcontractor ontract until it has submitted a Non-Collusion Affidavir he form shown below, and has received written approval

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

B.

- 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.

CICNED.

	SIGNED.	
	TITLE:	
SUBSCRIBED AND SWORN to before me thi	isday of	, 2022.
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.

			CERTII	FICATION	OF BI	DDER				
Bidder's	s Name:									
Address	S:									
1.	Bidder has Clause.	participate	d in a pre	vious cont	ract or	subcontrac	et subj	ect to th	e Equal (	Opportunity
	Yes N	0								
2.	Compliance	reports we	re required	to be filed	in com	nection wit	h such	contract	or subco	ntract.
	Yes N	0								
Certific	ation The	informatio	n above is	true and co	mplete	to the best	of my	knowled	dge and b	elief.
NAME	AND TITLI	E OF SIGN	ER (PLEA	ASE TYPE	)					
SIGNA'	TURE						D	ATE		

## 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
Subcon	stractor's Name:
Address	s:
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
Certific	cation The information above is true and complete to the best of my knowledge and belief.
NAME	AND TITLE OF SIGNER (PLEASE TYPE)
SIGNA	TURE DATE

#### **BID BOND**

A. KNOW ALL MEN BY THESE PRE			
	hereinafter called th	e PRINCIPAL, as P	PRINCIPAL and the
, of duly organized under the laws of the State o	.f	and outh	a Corporation
in the State of New Mexico, hereinafter calle Santa Fe County, a Municipal Corporat	d the SURETY, as S	SURETY are held a	and firmly bound unto
DOLLARS (\$) for the principal and the said Surety, bind ourselves, jointly and severally, firmly be these presents	our heirs, executors		
WHEREAS, the Principal has submitted the Chupadero Water Sewage Water System Imp		id, dated	, 2022, for the
B. NOW, THEREFORE, if the Obligee shall into a contract with the Obligee in accordance may be specified in the bidding of Contract performance of such contract and for the prosecution thereof of in the event of the fails or bonds, if the Principal shall pay to the Oblighe amount specified in said bid and such large with another party of perform the work cover otherwise to remain in full force and effect.	e with the terms of a Documents with go prompt payment oure of the Principal digee the difference ger amount for which	such bid, and give s ood and sufficient so of labor and mate to enter such contra- not to exceed the pe the the Obligee may	such bond of bonds as surety for the faithful rial furnished in the ct and give such bond enalty hereof between in good faith contract
C. SIGNED AND SEALED THIS	DAY OF	, 2022.	
	BIDDER		
(SEAL)	By: PRINC		
WITNESS	_		
	By:SURE	ГҮ	
WITNESS	 Title:		

#### PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE			
	a	s PI	RINCIPAI
hereinafter called the "CONTRACTOR" and			
	_, as S	SURET	Y
hereinafter called the "SURETY", are held and firmly bound unto OBLIG	EE S	anta Fe	e County, a
Political Subdivision of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the State of New Mexico, hereinafter called the "Control of the New Mexico, hereinafter call	COU	NTY",	in the sun
of(\$)	)	dollars	for the
payment whereof CONTRACTOR and SURETY bind themselves, t	heir	heirs,	executors
administrators, successors and assigns, jointly and severally, firmly by thes	se pre	sents.	
B. WHEREAS, the CONTRACTOR has a written contract dated			, 2022
with the COUNTY for the Chupadero Water-Sewage Corporation Water Syst			
accordance with drawings and specifications which contract is referenced ma-	de pai	t hereo	f, 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 proceedings.	the need to have re	ecourse to any j	udicial or arbitra
SIGNED AND SEALED THISDAY	Y OF	, 2022.	
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, 2022, with the
COUNTY for the Chupadero Water-Sewage Corporation Water System Improvements, 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 a 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	, 2022.
CONTRACTOR – PRINCIPAL (signa	ture)	
By:(Printed name and title)		
(Printed name and title)		
	(seal)	
NOTARY PUBLIC		
My Commission expires:		
SURETY (signature)	_	
(Printed name and title)		
	(seal)	
NOTARY PUBLIC		
My Commission expires:		
SURETY'S Authorized New Mexico A	gent	

#### 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 all subcontractors, regardless of contract amount, must be listed on the subcontractor list.
- 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.
- 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 b	be obtained after award of contract):	
1. 2. 3.	e bid received" list name and telephone	e number of businesses contacted:
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 b	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.
	be obtained after award of contract):	
If "no bid received" or "only on 1. 2. 3.	e bid received" list name and telephon	e number of businesses contacted:
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
1. 2. 3.	be obtained after award of contract):	e number of businesses contacted:
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 on 1. 2. 3.	e bid received" list name and telephone	e number of businesses contacted:
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 on	e bid received" list name and telephone	e number of businesses contacted:
1.		
2. 3.		
	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):	<u> </u>
If "no hid received" or "only on	e bid received" list name and telephone	a number of businesses contacted:
1.	e old received that hame and telephone	e number of businesses contacted.
2.		
3. Trade:	Name of Subcontractor:	
Traue.	Name of Subcontractor.	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions
		Registration No.
Signature of Subcontractor (To	he obtained after award of contract):	
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.	T	
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 on 1.	e bid received" list name and telephon	e number of businesses contacted:
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.
	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 CHUPADERO WATER-SEWAGE CORPORATION WATER SYSTEM IMPROVEMENTS IFB# 2022-0183-PW/APS

In acknowledgement of receipt of the Invitation for Bid the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on *June 1, 2022*. Only potential offerors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all Offeror written questions and the County's written responses to those questions as well as Invitation for Bid addendums, if any are issued.

FIRM:		
REPRESENTED BY:		
TITLE:	PHONE NO.:	
E-MAIL:	FAX NO.:	
ADDRESS:		
CITY:	STATE: ZIP CODE:	
SIGNATURE:	DATE:	

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

Firm does/does not (circle one) intend to respond to this Invitation for Bid.

Amanda Patterson-Sanchez
Santa Fe County
Purchasing Division
102 Grant Avenue
Santa Fe, NM 87504

Phone: (505) 992-6753 Fax: (505) 989-3243 E-mail: <a href="mailto:apatterson-sanchez@santafecountynm.gov">apatterson-sanchez@santafecountynm.gov</a>

#### 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 Officia (Completed by State Agency or Loca	· /
DISCLOSURE OF CONTRIBUTIO	NS 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 DOLLARS (\$250) WERE MAD 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 box below:
□ 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 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 veteran's 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 THISDAY OF, 2022.
NOTARY PUBLIC
My Commission Expires:

#### APPENDIX D

#### N.M. WAGE DETERMINATION

SF-22-1390-H



LABOR RELATIONS DIVISION 401 Broadway NE Albuquerque, NM 87102 Phone: 505-841-4400 Fay: 505-841-4424

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: <a href="http://www.dws.state.nm.us/pwaa">http://www.dws.state.nm.us/pwaa</a> (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.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount
  must be listed on the Subcontractor List and must adhere to the Public Works Minimum
  Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

#### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, 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: <a href="http://www.dws.state.nm.us/pwaa">http://www.dws.state.nm.us/pwaa</a> prior to bidding when their bid willexceed \$60,000.
- 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.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

An Equal Opportunity Employer

Page 1 of 2

SF-22-1390-H



#### LABOR RELATIONS DIVISION 401 Broadway NE Albuquerque, NM 87102 Phone: 505-841-4400

Fax: 505-841-4424

WWW.DWS.STATE.NM.US

#### 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: <a href="http://www.dws.state.nm.us/pwaa">http://www.dws.state.nm.us/pwaa</a> prior to bidding when their bid willexceed \$60,000.
- 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.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

#### Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <a href="https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works">https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works</a>.

#### CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at <a href="mailto:public.works@state.nm.us">public.works@state.nm.us</a> or call (505) 841-4400.

SF-22-1390-H



#### TYPE "H" - HEAVY ENGINEERING

#### Effective January 1, 2022

	Base	Fringe	
Trade Classification	Rate	Rate	Apprenticeship
Asbestos workers/Heat & Frost			
Insulators	34.51	12.06	0.60
Asbestos workers/Heat & Frost			
Insulators: Los Alamos County	36.94	12.06	0.60
Boilermaker/blacksmith	34.88	32.28	0.60
Boilermaker/blacksmith: San Juan			
County	35.83	31.88	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	0.60
Carpenter/Lather	26.48	12.14	0.60
Carpenter: Los Alamos County	29.24	13.94	0.60
Millwright/pile driver	35.08	27.57	0.60
Cement Mason	22.30	7.41	0.60
Electricians-Outside Classifications:			
Zone 1			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications:			
Los Alamos			
Ground man	25.27	11.76	0.60
Equipment Operator	36.27	16.09	0.60
Lineman/technician	45.47	18.36	0.60
Cable Splicer	49.59	19.40	0.60

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Electricians-Inside Classifications:			
Zone 1			
Wireman/low voltage technician	35.20	12.21	0.60
Cable Splicer	38.72	12.31	0.60
Electricians-Inside Classifications:			
Zone 2			
Wireman/low voltage technician	38.37	12.30	0.60
Cable Splicer	41.89	12.41	0.60
Electricians-Inside Classifications:			
Zone 3			
Wireman/low voltage technician	40.48	12.36	0.60
Cable Splicer	44.00	12.47	0.60
Electricians-Inside Classifications:			
Zone 4			
Wireman/low voltage technician	44.35	12.48	0.60
Cable Splicer	47.87	12.58	0.60
Electricians - Inside Classifications:			
Dona Ana, Hidalgo, Luna and Otero			
Counties			
Wireman/low voltage technician	31.42	8.87	0.60
Cable Splicer	30.77	8.64	0.60
Electricians-Inside Classifications: Los			
Alamos			
Wireman/low voltage technician	40.48	14.38	0.60
Cable Splicer	44.00	14.67	0.60
Glazier			
Glazier/Fabricator	21.00	6.45	0.60
Delivery Driver	11.50	6.45	0.60
Ironworker	27.70	17.89	0.60
Painter- Industrial	22.00	10.05	0.60
Paperhanger	19.50	10.05	0.60
Drywall Finisher/Taper - Industrial			
Ames tool Operator	27.06	8.00	0.60
Hand finisher/machine texture	26.06	8.00	0.60
Plumber/Pipefitter	36.40	14.25	0.60
Roofer	26.34	9.16	0.60
Sheet metal Worker	34.54	17.92	0.60
Operators			
Group I	21.81	6.74	0.60
Group II	22.01	6.74	0.60

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Group III	22.22	6.74	0.60
Group IV	22.36	6.74	0.60
Group V	22.47	6.74	0.60
Group VI	22.67	6.74	0.60
Group VII	22.69	6.74	0.60
Group VIII	24.71	6.74	0.60
Group IX	30.72	6.74	0.60
Group X	34.15	6.74	0.60
Laborers			
Group I-Unskilled	19.18	6.93	0.60
Group II-Semi-Skilled	20.06	6.93	0.60
Group III-Skilled	21.93	6.93	0.60
Group IV-Specialty	22.30	6.93	0.60
Laborers-Underground			
Group I	21.43	6.93	0.60
Group II	21.85	6.93	0.60
Group III	22.26	6.93	0.60
Soft Floor Layer	20.75	8.45	0.60
Truck Drivers			
Group I	17.65	8.72	0.60
Group II	17.65	8.72	0.60
Group III	17.65	8.72	0.60
Group IV	17.65	8.72	0.60
Group V	17.65	8.72	0.60
Group VI	17.65	8.72	0.60
Group VII	17.65	8.72	0.60
Group VIII	17.71	8.72	0.60
Group IX	19.65	8.72	0.60
Maintenance Sub Group IX			
Rate I	20.90	9.00	0.60
Rate II	21.77	9.00	0.60
Rate III	22.24	9.00	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at <a href="https://www.bws.state.nm.us">www.bws.state.nm.us</a>. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

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

#### **APPENDIX E**

#### **SAMPLE CONSTRUCTION CONTRACT**

# AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES FOR THE CHUPADERO WATER-SEWAGE CORPORATION WATER SYSTEM IMPROVEMENTS



#### SANTA FE COUNTY 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":	Hereafter "Contractor":
Katherine Miller, County Manager	
Santa Fe County	
PO Box 276	
Santa Fe, New Mexico 87504-0276	
TELEPHONE: 505-986-6200	TELEPHONE:
FAX: 505-995-2740	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. 2022-0183-PW/APS for construction services for the Chupadero Water-Sewage Corporation Water System Improvements; and

**WHEREAS**, the Contractor submitted its bid, dated June 9, 2022 in response to IFB No. 2022-0183-PW/APS; and

**WHEREAS**, the County is authorized to enter into a 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 Exhibit G
Notice to Proceed Exhibit H
Change Order Exhibit I
Certificate of Substantial Completion 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 180 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 \$500.00 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 CONTRACT 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>	\$ , 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.

Anna T. Hamilton
Santa Fe County Board of County Commissioners

#### ATTESTATION

SANTA FE COUNTY

Katharine E. Clark Santa Fe County Clerk	Date
Approved as to form:	
Rachel Brown Interim Santa Fe County Attorney	Date
Finance Division:	
Yvonne S. Herrera Finance Director	Date
CONTRACTOR:	
Signature	Date
Print name and 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 provided with 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** *Contract Sum Agreement (See Stipulated Sum Agreement)*
- **1.11** Contract 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** Contract Sum Contract A written contract between the County and Contractor wherein the County agrees the 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 County, 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 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 Contract 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 County 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 or more hours on a Saturday, Sunday or County-recognized Holiday, the County 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 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 100% of the contract sum 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 10 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 10 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 10 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.

#### 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 (Exhibit I) to allow for additions, deletions, and revision as specified in Article 2 (the Work) of this Agreement.

#### 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 County for formal decision, with a copy to the other party. Such formal decision of the County is binding upon the Contractor and the County unless either or both notify each other and the County in writing within 15 days of their receipt of the decision that they are unwilling to abide by the County'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 County fails to provide a written decision or a reasonable schedule to issue a written decision within 10 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 this 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 County 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 ithas 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 required under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and its 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% 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 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 Public Works

Attn:

P.O. Box 276

Santa Fe, New Mexico 87504-0276

To the Contractor: Contractor Name

Attention: Address

City, State, Zip Code

**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. 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 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 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 County two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the County with two corrected copies. If requested by the County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the 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 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 it 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 County, of equal substance and function. It shall not be purchased or installed by the Contractor without the 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 the 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. 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 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 this contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the County.

### 10. WEATHER CONDITIONS

10.1 In the event of temporary suspension of work, or during inclement weather, or whenever the 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 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. 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 this contract or by the County.

- 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 County, in a diligent manner. The Contractor shall notify the County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the County for approval.
- 11.3 Where the Contractor has not taken action but has notified the 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 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 the 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.

### 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 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 THE WORK

- **15.1** No changes in the Work shall be made without having prior written approval of the County. Charges or credits for the Work shall be determined by one or more, or a combination of the following methods:
  - A. Unit bid prices previously approved.
  - B. An agreed contract 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 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 this 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 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. 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 this contract requires.
- **17.2** The County has the right to inspect and test all services called for by this contract, to the extent practicable at all times and places during the term of this 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 Documents, the County may require the Contractor to perform the services again in conformity with Contract Documents, at no increase in the contract sum. When the defects in services cannot be corrected by reperformance, 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 Documents, 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 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 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 County shall be equitable.

### 19. WARRANTY OF CONSTRUCTION

- **19.1** In addition to any other warranties in this contract, the Contractor warrants the Work performed under this contract conforms to the Contract Documents 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 Documents 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 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 /County of such conditions before they are disturbed. The 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 County and approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When the 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 this 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 sum.

### 22.2 Schedule

The Contractor shall, within five days after the effective date of Notice to Proceed, prepare and submit five 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. The 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.

### 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 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. COUNTY'S AUTHORITY

- 26.1 The County shall give all orders and directions contemplated under this contract relative to the execution of the Work. The 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 the Work and the construction thereof. The 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 County shall be a condition precedent to the right of the Contractor to receive any money or payment for the Work.
- **26.2** The 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 /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 this contract.

### 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 County, not to cut or otherwise alter the work of any other contractor.

### 29. OUANTITES 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, 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 the Work.

### 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 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 County, 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, 2022, with the
COUNTY for the Chupadero Water-Sewage Corporation Water System Improvements 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;

- 6. 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.
- 7. 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.
- 8. No suit or action shall be commenced hereunder by any claimant:

otherwise, it shall remain in full force and effect, subject to the following conditions:

- c. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of a 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.
- d. 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.

- 9. 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.
- 10. 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	, 2022.
CONTRACTOR – PRINCIPAL (signature		
By:(Printed name and title)		
	(sea	al)
NOTARY PUBLIC		
My Commission expires:		
SURETY (signature)		
(Printed name and title)		
	(sea	al)
NOTARY PUBLIC		
My Commission expires:		
SURETY'S Authorized New Mexico Agen	t	

### **EXHIBIT D**

### PERFORMANCE BOND

(SAMPLE)

A. KNOW	ALL MEN BY THESE PRESENT, THAT WE
hereinafte	r called the "CONTRACTOR" and
	, as SURETY
Political S of payment	r called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum (\$) dollars for the whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, ators, successors and assigns, jointly and severally, firmly by these presents.
with the County, No	EAS, the CONTRACTOR has a written contract dated
shall promobligation shall by w	THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR aptly and faithfully perform said Contract (including any amendment thereto), then this shall be null and void; otherwise it shall remain in full force and effect until the COUNTY written instrument notify the SURETY that the obligation is discharged, except that the shall continue for at least three (3) months following the expiration of the term of the Contract.
3.	The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
4.	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:
	(3) Complete the Contract in accordance with its terms and conditions, or

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.

(4) Obtain a bid or bids for submission to the COUNTY for completing the Contract in

<ul> <li>D. No right of action shall accrue on this F other than Santa Fe County named herein of County.</li> </ul>			
E. This Bond shall be enforceable with proceedings.	hout the need to h	nave recourse to any ju	udicial or arbitra
SIGNED AND SEALED THIS	_DAY OF	, 2022.	
CONTRACTOR – PRINCIPAL (signature	<del>-</del> (2)		
By:(Printed name and title)			
NOTARY PUBLIC	(seal)		
My Commission expires:			
SURETY (signature)			
(Printed name and title)			
NOTARY PUBLIC	(seal)		
My Commission expires:			
SURETV'S Authorized New Mexico Ager	nt		

### **EXHIBIT E**

### ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM N	NAME:	PROJECT	C: Chupadero Water-Sewage Corporation Water System Improvements
PHONE	E NO.:	PROJEC	Γ NO: 2022-0183-PW/APS
goods, a hereby a the Cou extent o	t may have or may inure to it for overcharge services, and materials purchased in connect assigned to Santa Fe County, but only to the earty. It is agreed that the undersigned retains of any overcharges not passed on to the Countable thereto.	etion with the extent that su- all rights to	e above-referenced project are ch overcharges are passed on to any such antitrust claims to the
FIRM:			
BY:	Signed by individual empowered to obligate subcontractors or subsubcontractors	suppliers,	
TITLE:			

# EXHIBIT F

**CERTIFICATE OF LIABILITY INSURANCE** 

# **EXHIBIT G**

## NOTICE OF CONTRACT AWARD

TO:	
FROM:	, Public Works Department
CONTRACT NO. <u>2022-018</u>	83-PW/APS
This is to inform that you th	nat you have been awarded the Contract for:
Project Name: Chupadero Wa	ater-Sewage Corporation Water System Improvements
Date of Award	Amount of Award
Contractor Information:	
Firm Name:	License#
Address:	Phone #
It is anticipated that constru	uction will take place:
Approximate Starting Date: _	Approximate Completion Date:
this award document. The rig	epts your offer on the solicitation No as reflected in ghts and obligations of the parties shall be subject to and governed cuments attached or incorporated by reference.
SANTA FE COUNTY	
Name of Public Works Direct	tor or designee:(Print Name)
Signature	

## **EXHIBIT H**

### NOTICE TO PROCEED

TO:		DATE: PROJECT:	
ATTN:		PROJECT NO. CONTRACT NO. IFB NO.	
F 1 1:		1 Di	
•	y of the contract, which has I PROCEED on the above-refer	* *	se consider this letter as
	mence work within ten (10) Completion calendar d hange Order.	•	
to the County from y proposals, change or	n make reference to the above your office. These documents ders, payment request states the County for information ar	s shall include correspondents, and all other	pondence, change order
Also, before you may	start any Work at the site, you	a must (add any other	requirements):
COUNTY:	Santa Fe County SFC	DEPARTMENT	
	By:		
	Director, SFC Department		

## **EXHIBIT I**

### **CHANGE ORDER**

PROJECT:
CONTRACTOR CHANGE ORDER NO:
PROJECT NO:
Contractor Telephone: Contractor e-mail: 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 Signature of the Contractor indicates
its agreement herewith, including any adjustment in the contract sum or contract time.
Original contract sum:  Net change by previously authorized Change Orders  The contract sum will be increased/decreased/unchanged by this Change Order in the amount of:  \$0.00
The contract sum including this Change Order: \$0.00  The Contract Time will be increased/decreased/unchanged by days.  The date of Substantial Completion as of the date of this Change Order therefore is:

### CHANGE ORDER SIGNATURE PAGE

APPROVED				
SANTA FE COUNTY	By:		Da	ate:
Approved as to form:	Ву:	Gregory S. Shaffer County Attorney	D	vate:
Finance Division:	Ву: _	Yvonne S. Herrera Finance Director	D	ate:
CONTRACTOR	By: _		Date:	

### **EXHIBIT J**

### CERTIFICATE OF SUBSTANTIAL COMPLETION

# SANTA FE COUNTY – PUBLIC WORKS Public Works Director or designee (name): **CONTRACTOR:** Contractor Purchase Order Number: 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 and the 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 the County. Contractor

Signature

Print Name

Date

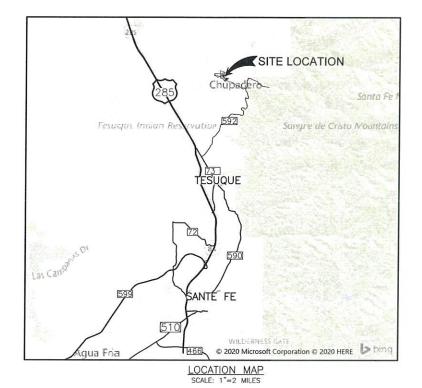
Accepted by Santa Fe County		
Signature (Public Works Director or Designee)	Print Name	Date
PUNCH	LIST	
A list of items (Punch List) to be completed or of hereto. Failure to include any incomplete items of the Contractor to provide all Work in complete contractor.	on such list does not alt	ter the responsibility of
The Contractor shall complete or correct the	work on the punch lis	st appended hereto by
The punch list consists of(indicate num	nber of items) items.	(Date)
The Work performed under this contract has be complete by the Director of Public Works who I Completion as (date) which is also the guarantees required by the Contract Documents Work or designated portion thereof is the date est designee) when construction is sufficiently of Documents, so the County may occupy the Work which it is intended.	has hereby established to date of commencement. The Date of Substan stablished by the Direct complete, in accordance	the Date of Substantial at of all warranties and tial Completion of the or of Public Works (or ce with the Contract
The County accepts the Work or designated p assumes full possession thereof, in accordance wit		
Punch List Items: (Use additional sheets if necessary	ary)	

# WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER - SEWAGE CORPORATION

SANTA FE COUNTY, NEW MEXICO SEPTEMBER 2020







	DRAWING INDEX				
SHEET NO.	SHEET TITLE				
C000	COVER SHEET				
C001	GENERAL NOTES				
C002	SANTA FE COUNTY GENERAL NOTES				
C003	ABBREVAITIONS AND LEGEND				
C100	SURVEY CONTROL PLAN				
C200	EXISTING CONDITIONS PLAN				
C300	SITE PLAN				
C301	TREATMENT SYSTEM AND BUILDING DETAILS				
C400	GRADING, DRAINAGE AND SEDIMENT CONTROL PLAN				
C500	3-INCH WATER LINE PLAN AND PROFILE				
C501	3-INCH WATER LINE PLAN AND PROFILE				
C502	3-INCH WATER LINE PLAN AND PROFILE				
C600	TRENCHING DETAILS				
C601	MISCELLANOUS DETAILS				
C602	WELL NO. 5 DETAILS				
C603	WRT DETAILS				
C604	SEDIMENT CONTROL DETAILS				
C605	BUILDING ROOF PLAN				
C606	BUILDING ELEVATIONS				
C607	LEVEL CONTROL IMPROVEMENTS FOR EXISTING WATER STORAGE TANK				
C608	FENCE AND GATE DETAIL				
S1	PLANS, DETAILS & GENERAL NOTES				
E101	ELECTRICAL SITE PLAN				
E102	ELECTRICAL TREATMENT SYSTEM AND BUILDING DETAILS				



ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D ( $Q_{1D}$ ) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

NOTICE OF EXTENDED

PAYMENT PROVISIONS THIS CONTRACT ALLOWS OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT. MARTIN/MARTIN CONSULTING ENGINEERS

THERE WILL BE A PERSON OR PERSONS (HEREINAFTER KNOWN AS THE ASSOCIATION REPRESENTATIVE) CHOSEN BY THE WATER ASSOCIATION (HEREINAFTER KNOWN AS THE OWNER) TO ACT AS A CONTACT PERSON BETWEEN THE OWNER AND THE ENGINEER. THE ASSOCIATION REPRESENTATIVE WILL PROVIDE INFORMATION TO THE CONTRACTOR THROUGH THE ENGINEER AND MAY OBSERVE THE CONTRACTOR IN THE FIELD.

THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION WITHOUT CONSTRUCTION PLAN APPROVAL BY THE THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION WITHOUT CONSTRUCTION PLAN APPROVAL BY THE LOCAL GOVERNING AGENCIES AS REQUIRED. A COPY OF THE APPROVED PLANS SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES DURING WORKING HOURS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS WHICH HAVE NOT ALREADY BEEN OBTAINED BY THE ENGINEER.

THE ASSOCIATION REPRESENTATIVE WILL ASSIST THE CONTRACTOR WITH LOCATION AND VERIFICATION OF THE OWNER'S EXISTING WATER SYSTEM. HOWEVER, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR UTILITY VERIFICATION, LOCATION AND PROTECTION.

THROUGHOUT THE LIFE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE EXISTING WATER SYSTEM OPERATING. THE CONTRACTOR SHALL REPORT WATER SHUTOFFS OR ANY OR ALL CONNECTIONS TO THE ASSOCIATION REPRESENTATIVE FORTY—EIGHT (48), OR MORE, HOURS IN ADVANCE OF THE SHUT—OFFS. ALL LOCAL RESIDENTS AND BUSINESSES SHALL BE CONTACTED BEFORE ANY DISCONNECTION OF WATER SERVICE. ANY INSCONNECTION OF WATER SERVICE SHALL BE KEPT TO THE MINIMUM LENGTH OF TIME POSSIBLE.

CONTRACTOR SHALL NOTIFY ALL BUSINESSES/RESIDENTS IN WRITING 48 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT OFF'S MUST BE APPROVED BY THE OWNER.

CONTRACTOR SHALL MAINTAIN AND UPDATE "AS-BUILT" DRAWINGS, INCLUDING ALL VERTICAL AND HORIZONTAL LOCATIONS OF NEW FINAL SITE FACILITIES, TO BE MADE AVAILABLE TO THE ENGINEER OR OWNER FOR REVIEW UPON REQUEST. CONTRACTOR SHALL DELIVER TWO (2) SETS OF THESE DRAWINGS WITH COMPLETE INFORMATION TO THE ENGINEER UPON COMPLETION OF THE PROJECT.

CONTRACTOR IS SOLELY RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ANY NECESSARY TRAFFIC

THE CONTRACTOR SHALL PROVIDE AN AREA TO STORE CONSTRUCTION DEBRIS WHERE IT WILL NOT BE A NUISANCE. ALL DEBRIS SHALL BE CONTAINED IN SUCH A MANNER THAT WILL PREVENT SCATTERING. AI DEBRIS, INCLUDING TREES AND UNDERGROWTH, SHALL BE DISPOSED OF PROPERLY WITHIN THE CITY OR COUNTY LANDFILL. ALL DEBRIS SHALL BE REMOVED FORM SITE PRIOR TO SUBSTANTIAL COMPLETION.

O. THE CONTRACTOR SHALL PROVIDE BARRIERS OR FENCING TO PREVENT UNAUTHORIZED ENTRY TO CONSTRUCTION AREAS AND TO PROTECT EXISTING FACILITIES AND ADJACENT PROPERTIES FROM DAMAGE. ACCESS TO EXISTING FACILITIES SHALL BE SAFELY MAINTAINED THROUGHOUT CONSTRUCTION.

IN THE EVENT THE CONTRACTOR ENCOUNTERS ITEMS OR REMAINS OF HISTORICAL IMPORTANCE, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY AND WORK IN THE AREA SHALL IMMEDIATELY CEASE UNTIL THE SITE CAN BE CLEARED PROPERLY.

12. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTING THE WATER SYSTEM COMPONENTS IN ACCORDANCE WITH THE REGULATIONS AND STANDARDS OF THE NEW MEXICO ENVIRONMENT DEPARTMENT DRINKING WATER BUREAU STANDARDS, "NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (NMSSPWC) LATEST EDITION, SECTIONS 701, 710, 801, AND 802, THE OFFICE OF THE STATE ENGINEER FOR WATER WELL INSTALLATION AND "OCCUPATIONAL SAFETY HEALTH ADMINISTRATION" REGULATIONS

13 THE CONTRACTOR SHALL TRANSPORT HANDLE AND STORE ALL CONSTRUCTION MATERIALS AS RECOMMENDED BY THE MANUFACTURER. THE OWNER OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY MATERIALS NOT IN CONFORMANCE WITH THE PROJECT SPECIFICATIONS AND REPLACEMENT OR REJECTED MATERIALS SHALL BE AT THE CONTRACTOR'S EXPENSE.

#### **GRADING NOTES:**

THE LIMITS OF CONSTRUCTION AND LOCATIONS OF THE CONTRACTORS STAGING AREAS SHALL BE IDENTIFIED BY THE CONTRACTOR AND APPROVED BY THE OWNER. THE LIMITS OF CONSTRUCTION SHALL BE CLEARLY DELINEATED AND SHALL BE THE MINIMUM REQUIRED TO MAINTAIN ALL WORKERS IN A SAFE CONDITION, TO ROVIDE ACCESS AND TO MEET O.S.H.A. REGULATIONS.

CONTRACTOR IS REQUIRED TO PROVIDE DUST AND EROSION CONTROL PROTECTION, AS A PART OF ANY REQUIRED GRADING WORK, THROUGHOUT CONSTRUCTION IN ACCORDANCE WITH FEDERAL AND STATE BEST MANAGEMENT PRACTICES.

UNSUITABLE MATERIAL FROM THE SITE GRADING AND REMOVAL OPERATIONS SHALL BE DISPOSED OF AT AN APPROVED LANDFILL OR STOCKPILED. AT THE OWNER'S PREFERENCE, AT AN APPROVED LOCATION.

ALL FILL MATERIAL SHALL MEET THE REQUIREMENTS OF THE SPECIFICATIONS. THE FILL SHALL BE COMPACTED AS PER THE SPECIFICATIONS, ALL FILL SLOPES SHALL BE GRADED TO 3:1 MAX, AND ALL CUT SLOPES SHALL BE AT 2:1 MAX, 3:1 PREFERRED, UNLESS NOTED OTHERWISE.

#### SURVEY NOTES:

THE CONSTRUCTION SURVEYOR SHALL AS REQUIRED, VERIFY EXISTING AND PROPOSED GRADES, EXISTING AND PROPOSED BUILDING FOOTPRINTS, SETBACKS AND TOPOGRAPHY PRIOR TO CONSTRUCTION

#### MARTIN/MARTIN, INC. GENERAL NOTES:

IN ADDITION TO APPLICABLE STATE AND COUNTY STANDARD NOTES, THE FOLLOWING SHALL APPLY:

THE CONTRACTOR SHALL HAVE ONE [1] SIGNED COPY OF PLANS AND SPECIFICATIONS SIGNED BY THE ENGINEER ON

CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER 48-HOURS PRIOR TO THE START OF CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITHIN 1-2 WEEKS PRIOR TO START OF WOL

THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING, BUT NOT LIMITED TO, SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY, THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

THE OWNER OR ENGINEER'S CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION

ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION [OSHA] "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, OR TO ANY EXISTING SITE IMPROVEMENTS OR STRUCTURES. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.

CONTRACTOR SHALL OBTAIN ALL PERMITS FOR STREET CUTS, UTILITY INTERRUPTIONS AND TRAFFIC CONTROL CONSTRUCTION WITHIN THE SANTA FE COUNTY RIGHT-OF-WAY WILL REQUIRE A CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OF-WAY.

AT LEAST TEN [10] WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO NMDOT, IF REQUIRED. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR AND SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, NO WORK SHALL BEGIN UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC CONTROL DEVICES FOR THE ENTIRE DURATION OF THE PROJECT OR UNTIL THE ROADWAY HAS BEEN OPENED AND THE PERMANENT TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED.

ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH PROJECT SPECIFICATIONS AND SHALL BE TESTED AT THE REQUIRED FREQUENCIES BY A CERTIFIED PRIVATE SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY THE ENGINEER PRIOR TO INSTALLING.

CONTRACTOR SHALL CONFORM TO ALL FEDERAL, STATE AND LOCAL HEALTH AND SAFETY RULES AND REGULATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED. REPAIR O DAMAGED UTILITIES SHALL BE AT THE CONTRACTORS EXPENSE, INCLUDING BUT NOT LIMITED TO UNKNOWN

EXISTING FENCES, TREES, SIDEWALKS, CURBS AND GUTTERS, LANDSCAPING, STRUCTURES, AND IMPROVEMENTS DESTROYED, DAMAGED OR REMOVED DUE TO CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED OR RESTORED IN LIKE KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE INDICATED ON THESE PLANS.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING REASONABLE ACCESS TO AND FROM ALL OF THE THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINIAINING REASONABLE ACCESS TO AND FROM ALL OF THE ADJACENT PROPERTIES THROUGHOUT THE COURSE OF THE WORK. THE CONTRACTOR SHALL BE REQUIRED TO MEET (INDIVIDUALLY OR COLLECTIVELY) WITH ALL ADJACENT PROPERTY OWNERS WHO'S DRIVEWAY ACCESS WILL BE EFFECTED BY THE WORK. AS CONSTRUCTION CONDITIONS CHANGE AND THE WORK PROGRESSES, THE CONTRACTOR SHALL BE REQUIRED TO PERIODICALLY UPDATE THOSE PROPERTY OWNERS SO THAT THEY ARE KEPT INFORMED ABOUT THEIR

13. OWNER SHALL OBTAIN A STORMWATER CONSTRUCTION PERMIT SWPPP FROM THE EPA AND FILE A NOTICE OF INTENT, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF ONE ACRE OR MORE. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CONTRACTOR PRIOR TO THE START OF CLEARING, GRADING OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION. A SWPP IS NOT ANTICIPATED FOR THIS PROJECT, HOWEVER, BEST MANAGEMENT PRACTICES (BMPS) FOR STORMWATER CONTROLS IS CONSIDERED INCIDENTAL FOR THIS PROJECT.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STORM RUNOFF AND ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR AND THE ENGINEER AT THE TIME OF OCCURRENCE.

15. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING AND VERIFYING ELEVATIONS OF ALL EXISTING SEWER MAINS, WATER MAINS, CURBS, GUTTERS AND OTHER UTILITIES AT THE POINT OF CONNECTION SHOWN ON THE PLANS, AND AT ANY UTILITY CROSSINGS PRIOR TO INSTALLING ANY OF THE NEW IMPROVEMENTS. IF A CONFLICT EXISTS AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY

16. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULES.

ALL PUBLIC IMPROVEMENT WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY THE OWNER'S REPRESENTATIVE AND ENGINEER WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO. THE OWNER AND ENGINEER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS. CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE.

18. THE CONTRACTOR SHALL NOT OPERATE ANY CONSTRUCTION VEHICLES NOR PERFORM ANY CONSTRUCTION OPERATIONS BEFORE 7 AM OR AFTER 6 PM, MONDAY THROUGH FRIDAY OR BEFORE 8 AM AND AFTER 5 PM ON SATURDAYS. NO WORK WILL BE ALLOWED ON SUNDAYS OR HOLIDAYS. THE OWNER RESERVES THE RIGHT TO FURTHER RESTRICT OR MODIFY THESE HOURS OF OPERATION IF CONDITIONS WARRANT.

19. COMPACTION OF ALL TRENCHES MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE ENGINEER

20. AS-BUILT DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER PRIOR TO PROJECT ACCEPTANCE AND FINAL PAYMENT AND THE INITIATION OF THE REQUIRED 1 (ONE) YEAR WARRANTY PERIOD. THE DRAWINGS WILL CONSIST OF A MARKED-UP SET OF ISSUED FOR CONSTRUCTION' DRAWINGS VERIFYING THE FOLLOWING:

CONSTRUCTION' DÁAWINGS VERIPYING THE FOLLOWING:

ALL LENGTHS, SIZES, AND MATERIALS OF INSTALLED PIPE, MANHOLES, AND ANY OTHER IMPROVEMENT.

HORIZONTAL LOCATIONS EITHER BY STATION AND OFFSET, OR BY NORTHING AND EASTING COORDINATES OF ALL MANHOLES, BENDS, CLEANOUTS, VALVES, TAPS, WYES, STUBS, PLUGS, TEES, ETC.

INVERT ELEVATIONS OF STORM SEWER AND SANITARY SEWER MANHOLES, INLETS, OUTLETS, STUB ENDS, TOP OF PIPE ELEVATIONS OF FACH UTILITY CROSSING, ETC.

CONSTRUCTED SLOPE OF STORM AND SANITARY PIPES BETWEEN MANHOLES AND STRUCTURES.

TOP OF PIPE ELEVATION AT REGULAR INTERVALS AND/OR FITTINGS FOR WATER LINES.

ELEVATIONS AT FLOWLINE OF CURB AND GUTTER AT DESIGN LOCATIONS AND GRADE BREAKS. ELEVATION OF INLET AND TRENCH DRAIN GRATES. TOP OF CURB AT CURB INLETS.

ANY OTHER VARIATIONS FROM THE CONSTRUCTION DOCUMENTS MUST BE CLEARLY NOTED AND DETAILED ON THE PLANS.

24. THE CONTRACTOR SHALL WARRANT ALL WORK TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF 1 (ONE) YEAR FROM THE DATE OF ACCEPTANCE

25. DURING CONSTRUCTION AND UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION.

26. THE OWNER/DEVELOPER AND/OR THEIR ASSIGNS IS HEREBY NOTIFIED THAT IT IS TYPICAL AND LIKELY THAT SOME MOVEMENT OF THE SURFACE GRADES WILL OCCUR OVER TIME DUE TO VARIOUS FACTORS THAT ARE NOT IN CONTROL OF THE DESIGNERS. THUS, A ROUTINE AND DILIGENT MAINTENANCE PROGRAM IS REQUIRED TO MAINTAIN THE PROPER GRADING AND DRAINAGE THROUGHOUT THE PROJECT.

#### WATER NOTES:

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NMED DWB ENGINEERING STANDARDS, MATERIALS SPECIFICATIONS AND DRAWINGS. ALL MAIN INSTALLATIONS/SYSTEM MODIFICATIONS SHALL BE APPROVED PRIOR TO CONSTRUCTION BY NMED DWB.
- ALL WATER MAIN CONSTRUCTION SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE STATE OF NM. THE ENGINEER AND, OWNER SHALL BE NOTIFIED [48] HOURS IN ADVANCE OF ANY PLANNED CONSTRUCTION.
- ALL WATER MAINS SHALL BE HIGH DENSITY POLYETHYLENE (HDPE), MANUFACTURED IN ACCORDANCE WITH AWWA C901 SDR 11, FITTINGS SHALL BE MADE FROM GRAY—IRON OR DUCTILE IRON AND FURNISHED WITH MECHANICAL JOINT ENDS. ALL FITTINGS SHALL BE AT A PRESSURE RATING OF 350 PSI AND SHALL BE WRAPPED WITH EIGHT MILLIMETER MINIMUM THICKNESS POLYETHYLENE MATERIAL IN ACCORDANCE WITH AWWA STANDARD C105.
- ALL WATER MAINS SHALL BE INSTALLED WITH INSULATED NO. 10 TYPE UF TAPED ON TOP OF PIPE AS A TRACER WIRE. TRACER WIRE IS TO BE LOOPED UP TO EACH HYDRANT WATER MAIN OR VALVE. A CATHODIC PROTECTION BOX, AS APPLICABLE, IS TO BE SET ON THE RIGHT HAND SIDE OF EACH HYDRANT. THE BOX SHALL HAVE A CAST IRON LOCKING LID WITH A THREE AND ONE-HALF INCH [3-1/2" DIAMETER, EIGHTEEN INCH [18"] LONG PVC BODY. THE CAP WILL NEED A TWO-WIRE CONNECTION POST AS A MINIMUM.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ALL WATER VALVE BOXES TO THE REQUIRED FINAL GRADE. IN ADDITION, VALVE EXTENSIONS SHALL BE INSTALLED SUCH THAT A SIX FOOT VALVE KEY CAN OPERATE THE VALVE.
- NO PIPE SHALL BE BACKFILLED UNTIL IT HAS BEEN INSPECTED BY THE OWNER'S REPRESENTATIVE OR ENGINEER
- THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TESTS AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENT OF THE APPLICABLE STANDARDS HEREIN SPECIFIED. A COPY OF THE CERTIFICATION WILL BE SENT TO THE ENGINEER UPON REQUEST.
- DISTANCES FOR WATER ARE THE HORIZONTAL DISTANCE BETWEEN CENTER OF FITTING TO CENTER OF VALVE, METER, ETC. THEREFORE, DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND
- MAINTAIN A MINIMUM OF TEN FEET [10'] HORIZONTAL SEPARATION BETWEEN ALL SANITARY SEWER AND WATER MAINS AND
- FOR ALL PIPE INSTALLATIONS, THE DEPTH OF COVER OVER THE PIPE MEASURED FROM FINAL GRADE TO THE TOP OF THE PIPE SHALL BE A MINIMUM OF [4 FEET] AND SHALL BE KNOWN AS THE COVER OVER THE PIPE.
- FIRE HYDRANTS SHALL CONFORM TO SPECIFICATIONS. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE HYDRANT, ALL PIPE, FITTINGS, VALVES, THRUST BLOCKS, RESTRAINTS AND MATERIALS NECESSARY TO INSTALL THE HYDRANT.
- 12. ALL BENDS, STUBS, TEES, BLOW-OFFS, VALVES AND BENDS SHALL BE RODDED OR MECHANICALLY RESTRAINED PER
- 13. CHLORINATION AND FLUSHING: ALL WATER MAINS AND/OR OTHER DRINKING WATER IMPROVEMENTS SHALL BE INSTALLED AND CHLORINATED PER ENGINEERING STANDARDS. THE LINES SHALL BE CHLORINATED IN ACCORDANCE WITH AWWA C-651, "DISINFECTING WATER MAINS." THE PREFERRED METHOD IS TO USE SUFFICIENT CHLORINE TABLETS TO PRODUCE A 25 MG/L SOLUTION. THE CHLORINATION OF ANY FINISHED PIPELINE SHALL BE COMPLETED PRIOR TO HYDROSTATIC
- 14. WHEN IT IS NECESSARY TO LOWER OR RAISE WATER LINES AT STORM DRAINS AND OTHER UTILITY CROSSINGS, A MINIMUM CLEARANCE OF EIGHTEEN [18] INCHES SHALL BE MAINTAINED BETWEEN THE OUTSIDE OF PIPES.
- 15. CONTRACTOR IS RESPONSIBLE FOR VERIFYING WATERLINE MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION AND CONFORMANCE WITH DEFLECTIONS AND RADIUS OF CURVATURE TO ACCOMMODATE DESIGN SHOWN HEREON.

NOTICE OF EXTENDED PAYMENT PROVISIONS THIS CONTRACT ALLOWS OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT.



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D  $(Q_D)$  Available information. It is, however, the contractors responsibility to field verify the size, material, horizontal and vertical location of all utilities (depicted or not depicted) prior to the commencement of any construction. MARTIN/MARTIN BLVD

WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

heet Number

- ALL ROADWAY CONSTRUCTION AND RE-CONSTRUCTION SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007 EDITION AND SUBSEQUENT REVISIONS.
- 2. A TRAFFIC CONTROL PLAN STAMPED BY A NIM PROFESSIONAL ENGINEER IS REQUIRED FOR ALL PROJECTS WITHIN ANY SANTA FE COUNTY
- 3. THE CONTRACTOR MUST ADHERE TO ALL REQUIREMENTS AS SET FORTH IN ORDINANCE 2003-1 EXCAVATION/RESTORATION ORDINANCE FOR ALL WORK WITHIN SANTA FE COUNTY RIGHT OF WAY
- 4. THE CONTROL SHALL PROVIDE ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH N.M. DOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ANY APPLICABLE SPECIAL PROVISION AND/OR SUPPLEMENTAL SPECIFICATION, AS WELL AS THE MOST CURRENT EDITION OF THE ANNUAL OF UNIFORM TRAFFIC CONTROL DEVICES. UNLESS OTHERWISE SPECIFIED HEREIN, ALL COSTS RELATED TO TRAFFIC CONTROL SHALL BE INCIDENTAL TO THE PROJECT.
- TO THORPER, CONTINUE STALLEDE INCLURITY IN THE PROJECT.

  5. ORAINAGE PIPE SPECIFIED AS CORRUGATED METAL PIPE (CMP) SHALL BE 16-GAUGE MINIMUM AND STORM DRAIN MANHOLES SHALL HAVE STANDARD SE COUNTY COVERS AND RINGS.
- 6. CONTRACTOR SHALL NOT BEGIN ANY CONSTRUCTION ACTIVITY WITHOUT THE APPLICABLE PERMITS FROM THE SANTA FE COUNTY. A COPY OF THE APPROVED DRAWMING SHALL ALWAYS BE AVAILABLE AT THE CONSTRUCTION SITE DURING BUSINESS HOURS AND ORGANIZED BY THE PROJECT PERMIES.
- ORGANIZED BY THE PROJECT ENGINEER.
  7. A SANTA FE COUNTY INITIATED PRECONSTRUCTION CONFERENCE SHALL BE CONDUCTED IN THE PRESENCE OF THE PROJECT ENGINEER
  AND OR THE OWNERS PROJECT REPRESENTATIVE (OPR) PRIOR TO THE INITIATION OF ANY CONSTRUCTION ACTIVITY. IN ADDITION, THE
  CONTRACTOR SHALL NOTIFY THE COUNTY NO LESS THAN 24 IRIS FROM THE BEGINNING OF ANY CONSTRUCTION WORK.
- 8. THE OPR SHALL BE RESPONSIBLE FOR INITIATING ANY NECESSARY REVISIONS TO THE APPROVED DESIGN DRAWINCS, ALL APPROPRIATE DRAWINGS AND DESIGN CRITERIA TO SUPPORT SUCH CHANGES. ALL CHANGE SUPPORTING DOCUMENTATION SHALL BE STAMPED BY A LICENSED ENGINEER IN NEW MEXICO, AND APPROVED BY SANTA FE COUNTY AS A CHANGE ORDER PRIOR TO EXECUTING ANY WORK.
- A LICENSED ENGINEER IN NEW MEXICO, AND APPROVED BY SANTA FE COUNTY AS A CHANGE CHOIC PRIOR TO EXECUTING ANY WORK.

  3. THE CONTRACTOR SHALL BERTIAN THE SERVICES OF A NEW MEXICO PROFESSIONAL SURVEYOR FOR VERIFICATION OF CRITICAL HORIZONTAL AND VERTICAL CONTROL AND THE CERTIFICATION OF RECORD DRAWNINGS, CHITCAL ELEVATIONS OR HORIZONTAL CONTROL MAY BE IDENTIFIED IN THE DRAWNINGS, OR MAY BE IDENTIFIED IN THE COUNTY PROJECT MANAGER OR OPEN AT HISTER DISCRETION, THE CONTRACTOR SHALL MAINTAIN AT THE SITE A COPY OF ALL RICLD NOTES, TO BE MADE AVAILABLE FOR REVIEW BY THE COUNTY PROJECT MANAGER OR OPEN AT ANY TIME DIRING. THE PROJECT, THE UPDAYNING OF SUCH PIELD NOTES SHALL BE DONE FROUNTY, NOT LESS THAN DONE EVERY TWO WEEKS PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, CONTRACTOR SHALL SUBMIT TO THE OPEN CONCINENTE RECORD DRAWNINGS, SHOWING ANY NEWSED CRITICAL XIV, AND ED DATA FOR PIPE INVERTS, NAMIOLE RIMS, VALVE BOOKS, SERVICE CONNECTION. THESE DATA SHALL BE SHALL BE TOWN TO THE COUNTY PROJECT MANAGER OR OPEN IN STAMPED BY A NEW MEXICO REGISTRED PROFESSIONAL SURVEYOR. AND SUBMITTED TO THE COUNTY PROJECT MANAGER OR OPEN IN PRELIMBARY FORM FOR REFURLY AND APPROVAL. ANY REVISIONS NECESSARY SHALL BE ENSEMBLY FOR THAT, PROJECT CLOSPOUT SUBMITTED TO THE COUNTY PROJECT MANAGER OR OPEN IN SPELLIMBARY FORM FOR REFURLY AND APPROVAL. ANY REVISIONS NECESSARY SHALL BE SUBMITTED TO THE COUNTY PROJECT CLOSPOUT SUBMITTED TO THAT ACCEPTANCE OF THE PROJECT, FINAL AS BUILTS SHALL BE SUBMITTED ON 24%36 AND IN POF FORMAT,
- 10. IF EXISTING UTILITIES HAVE BEEN SHOWN ON THESE DRAWINGS THEY ARE FOR REFERENCE PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SPOT-LOCATION OF ALL EXISTING UMBERGROUND UTILITIES BY THE APPROPRIATE UTILITY COMPANY, CONTRACTOR SHALL CONTACT NEW MEXICO ONE CALL AT (800)321-2537, TO COORDINATE SPOT LOCATION OF UNDERGROUND UTILITIES NOLESS THAN 2 DAYS PRIOR TO INITIATING ANY WORK.
- 11. FOR ALL CONCRETE USED, THE DESIGN COMPRESSIVE STRENGTHAT 7 DAYS 4,500 PSI MINIMUM, AND 4,000 PSI AT 28 DAYS. THE CONCRETE SHALL BE A 6 BAG MIX AND MAXIMUM 3/4 INCH AGGREGATE SIZE. AIR ENTRAINMENT SHALL BE BETWEEN 4 AND 7 PERCENT.
- 12. THREE (3) CONCRETE CYLINDER SAMPLES SHALL BE TAKEN NO EVERY SO CUE! VARIOS OF CONCRETE INSTALLED, OR A MINIMUM OF ONE SAMPLE PER DAY, WHICHEVER IN GREATER, CONCRETE CYLINDERS SHALL BE TAKEN NO EVERY SO CUBE TEST-BROKEN AT 70 AN INTERVALE. TEST RESULTS SHALL BE SUBMITTED DIRECTLY TO THE OPP, AND TO THE COUNTY IN THE FINAL PROJECT CLOSEOUT SUBMITTAL, PRIOR TO HYAL ACCEPTANCE OF THE PROJECT.
- 13. NOT LESS THAN 5 DAYS PRIOR TO INITIATING ANY WORK, THE CONTRACTOR SHALL SUBMIT A DUST SUPPRESSION AND EROSION CONTROL PLAN FOR THE PROJECT MANAGER AND OR ORP'S APPROVAL ALL CONSTRUCTION WORK SHALL BE PERFORMED IN SUCH A MAINER THAT WILL HAVE NO ADVERSE EFFECT UPON ADJUGENT PROPERTIES OR PUBLIC ADAPWAYS.
- 14. CLEARING SHALL BE KEPT TO A MINIMUM, AND STABILIZATION OF BARE SURFACES SHALL BEGIN PROMPTLY AFTER COMPLETION OF CONSTRUCTION ACTIVITIES, AND IN COMPLIANCE WITH EPA REQUIREMENTS IN THE PROJECT'S SWPPP.
- 15. CONTRACTOR SHALL CONSTRUCTION OPERATIONS TO THE LIMITS OF THE PROJECT DEFINED BY THESE DRAWINGS, AND IN NO WAY ENGROUGH ONTO A DUCKENT PROPERTIES, UNLESS LEGAL EASEMENTS ARE PROVIDED. CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE OF MAY CARREMENTS MEDIED, OR DAMAGE CAUSED BY CONSTRUCTION ACTUMES TO PUBLIC OR PRIVATE PROPERTY.
- 16. OVER -EXCAVATION OF ANY UTILITY THENCHES SHALL NOT BE PERMITTED, UNLESS IT IS DETERMINED, TO THE SATISFACTION OF THE DESIGN ENGINEER, THAT THE SUBSOL IS NOT SUITABLE FOR PIPE BEDDING AND MUST BE REPLACED WITH IMPORTED FILL OVER EXCAVATION PERFORMED UNINECESSARILY BY THE CONTRACTOR SHALL BE REMEDIED WITH CLASSIFIED FILL AND COMPACTION AS REQUIRED FOR CLASS-O BEDDING ON BETTEP, AT THE CONTRACTOR'S EXPENSE.
- 17. ONE SET OF BACKFILL DENSITY TESTS SHALL BE PERFORMED FOR EVERY 12. INCH LIFT FOR EACH 200 LIMEAR FEET OF PIPELINE, OR FOR ANY STRUCTURE THAT REQUIRES COMPACED FOUNDATION OR CONTROLLED BACKFILL. FOR PIPELINES OR UTILITIES IN ROADWAYS THE THE TESTING INTERNAL SHALL BE FOR EACH THE ORIENEAR EET.
- 18. SUBGRADE, BASE MATERIAL, ASPHALT-TREATED BASE, AND ASPHALT SURFACE COURSE (MARSHALL) SHALL BE TESTED FOR COMPACTION EVERY 100 JUNEAR FEET. ONE ASPHALT SAMPLE SHALL BE TAKEN FOR EVERY 500 TONS INSTALLED, OR ONE A DAY, WHICHEVER IS LESS, SAMPLES SHALL BE TESTED AND THE RESULTS SENT TO THE OPR.
- 19. BASECOURSE SHALL BE COMPACTED TO NO LESS THAN 98X OF MAXIMUM DENSITY USING AASHTO, T-880 MOURFED MOISTURE DENSITY TEST. BASECOURSE SHALL MET CRADATION REQUIREMENTS SPECIFIED IN TABLE 42+ CLASS B, MMSHTD, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
- 20. CONTRACTOR SHALL SUBMIT ASTM OR AASHTO CERTIFICATES OF MATERIALS' COMPLIANCE TO THE OPP, BUT NO LESS THAN 1 DAYS PRIOR TO INVIRIATING ANY WORK INVOLVING SUCH MATERIALS, OPP SHALL SUBMIT THESE MATERIAL CERTIFICATES TO THE COUNTY IN THE FINAL PROJECT CLOSEOUT SUBMITTAL, PRIOR TO PINAL ACCEPTANCE OF THE PROJECT.
- 21, CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARKS) DOMINIOUS HINELL PROPERTY INFORMATION FOR THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE CONTRACTOR'S ACTIVITY INFORMATION OF STROYS HINELD BY DESTROY SUCH MARKS, A NEW MEXICO LICENSED SURVEYOR HIRED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL RESTABLISH THE MARKS IN ACCORDANCE WITH THE STANDARDS AND PROCEDURES SET FORTH BY THE "CEODETIC MARK PRESERVATION GUIDEBOOK". FOR MORE INFORMATION CONTRACT NICS MARK PRESERVATION CENTER, NOVA (505) 768-3606.
- 22. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING STRUCTURES FREE OF DUST AND/OR CONSTRUCTION DEBRIS AT ALL TIMES DURING THE EXECUTION OF THE PROJECT, ALL EXISTING AND NEW STRUCTURES SHALL BE CLEANED PROOR TO FINAL ACCEPTANCE OF THE PROJECT, ALL COSTS RELATED TO THIS ITEM SHALL BE INCIDENTAL TO THE WORK AND NO EXTRA PAYMENTS SHALL BE MADE TO THE CONTRACTOR.
- 23. CONTRACTOR, SHALL REPAIR ANY EXISTING STRUCTURE OR UTILITY CONDUIT, AND ITS UTILITY CORRIDOR/EASEMENT DAMAGED AS A RESULT OF THE EXECUTION OF THE PROJECT, AT NO ADDITIONAL COST TO SANTA FE COUNTY OR THE RESPECTIVE UTILITY. EXISTING ROADS ACCESS FOR ADJACENT PROPERTIES SHALL BE MAINTAINED UNDER ALL TYPICAL WEATHER CONDITIONS.
- 24. ALL AREAS DISTURBED BY THE CONSTRUCTION ACTIVITIES OF THIS PROJECT SHALL BE RESTORED, RE-GRADED, PER THE RE-VEGETATION PLAN, OR IN A MANNER ACCEPTABLE TO SANTA FE COUNTY, AND IN COMPLIANCE WITH PROJECT'S SWPPP.
- 25. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR EROSION CONTROL INCIDENTAL TO THE CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL SUBMIT TO SANTA FE COUNTY A STORM WATER POLLUTION PREVENTION PEAN (SWP) THAT WILL ADDRESS ALL CONSTRUCTION PHANES. THIS SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT NATIONAL POLLUTION DISCHARGE LEMINATION SYSTEM (RPDES) GENERAL CONSTRUCTION PERMIT (DUZ COP) BEQUEREMENTS FOR ALL CONSTRUCTION ACTIVITIES. IN ADDITION, THE CONTRACTOR SHALL PROCURE A STORM WATER POLLUTION PERMIT FROM USEPA, A MINIMUM OF 30 DAYS PROF O INITIATING ANY SITE WORK.
- 26. CONTRACTOR SHALL PROVIDE AN AREA TO STORE CONSTRUCTION DEBRIS WHERE IT WILL NOT BE A MUSANCE TO THE SURROUNDING NEIGHBORHOOD. ALL DEBRIS SHALL BE CONTAINED BY SUCH A MANNER THAT WILL PREVENT SCATTERING, AND BE IN COMPLIANCE WITH THE PROJECT'S SWPPP. ALL DEBRIS, INCLUDING TREES AND UNDERGROWHT SHALL BE DISPOSED OF PROPERLY WITHIN AN APPROVED LANDRILL, AND REMOVED FROM THE SITE PRIOR TO FINAL INSPECTION.
- 27. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PROTECTION OF THE WORK MATERIALS AND EQUIPMENT PRIOR TO AND AFTER THEIR INSTALLATION AS APPLICABLE, UNTIL THE PROJECT'S FINAL ACCEPTANCE BY SANTA FE COUNTY.
- 28. THE MAXIMUM DEVIATION OF THE TOP OF SURFACE AT THE CURB AND GUTTER SHALL NOT EXCEED 48 INCH PER 10 FEET, NOR SHALL THE INSIDE FACE DEVATE MORE THAN 14 INCH PER 10 FEET FROM A STRAIGHT LINE. PRIOR OR DURNG THE COUNTY'S FINAL INSPECTION, ALL CURB AND GUTTER SHALL BE TESTED FOR POSITIVE WATER FLOW, ANY AREAS THAT FAIL THIS TEST SHALL BE REJECTED.
- 29. UTILITY LINES SHALL BE BORED UNDER ALL EXISTING STREETS, CONCRETE FEATURES, AND A MINIMUM 12-INCH SEPARATION STALL BE AMAINTAINED BETWEEN LINES, ALL CURB, CUTTER, SIDEWYALK AND ASPHALT DAMAGE IN COUNTY, STATE OR PRIVATE RIGHT OF WAY RESULTING FROM ANY CONSTRUCTION ACTIVITY SHALD BE REPAIRED BEFORE FROM LINSPECTION AT THE CONTROLS EXPENSE.
- 30. BEFORE PAYEMENT IS INSTALLED THE SANTRAY SEVER TV INSPECTION SHALL OCCUR. A COMPLETION LETTER FROM EACH UTILITY COMPANY SHALL BE SUBMITTED TO THE CROWTH MANACEMENT DEPARTMENT PRIOR TO PAYING ACTIVITIES.
- 31. NO ALTERATION OR MODIFICATION TO ANY DRAINAGE WAY OR ARROYO SHALL BE PERMITTED WITHOUT FIRST OBTAINING A WRITTEN APPROVAL FROM THE COUNTY FLOOD PLAN ADMINISTRATOR.
- 32. THE DESIGN ENGINEER AND SANTA FE COUNTY WAIVE ANY AND ALL RESPONSIBILITY AND IS NOT LIABLE FOR PROBLEMS
- THEY CONVEY, OR FOR PROBLEMS ARISING FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S WRITTEN RESPONSE TO REQUESTS FOR INFORMATION OR CLAREFICATION WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR COMPLICTS.
- 33. ALL ACCESS AND EXCAVATION PERMITS ARE TO BE OBTAINED FROM THE SANTA FE COUNTY PUBLIC WORKS DEPARTMENT. SUCH PERMITS SHALL BE REQUESTED FOR ALL CURB CUTS OR DRIVEWAYS TO BE BUILT IN COUNTY RIGHT OF WAY, DRIVEWAYS SHALL NOT BEINSTALLED PRIOR TO COUNTY'S APPROVAL OF SITE SPECIFIC PLANS AND THE CONTRACTOR HAS PROCURED A PERMIT FROM THE COUNTY PUBLIC WORKS OBPARTMENT.

- ALL WATER LINE AND FITTING MATERIALS AND THEIR HISTALLATION SHALL COMPLY WITH THE AMERICAN WATERWORKSASSOCIATION (AWWA) STANDARDS, THE NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, (MMAPWA) 2006 EDITION, OR SUBSEQUENT RENSIONS, AND THE SANTA FE COUNTY WATER UTILITY CONSTRUCTION STANDARD AND SPECIFICATIONS MANUAL, UNLESS OTHERWISE INDICATED ON THESE THE ORDANINGS. WHEN CONNICIT ARRISES AMONG THESE, THE
- ACTION OF LINES AND FITTINGS SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN ON THESE DRAWINGS
- UNLESS OTHERWISE INDICATED ON THESE DRAWNINGS, PIPELINES AND ALL APPLITEMANT RITHINGS SHALL BE DUCTILLEIRON, PVC C-900, WITH CLASS-D BEDDING OR BETTER INGERIANICAL OR MECALUG (B) JOINTS, OR THERMAL FUSION JOINING RESPECTIVELY (BIPPE), EXCAVATION SHALL BE PROPERLY MADE TO ACCOMMODATE THE PIPE'S BELL ENDS AS NECESSARY, WATER DISTRIBUTION LINES SHALL BE 6" PAMAETER OR LARGER.
- ALL WATER LINES SHALL BE INSTALLED IN THEIR OWN TRENCH, WITH NO OTHER UTILITIES IN THE TRENCH, BURIED UNDER A MINIMUM 48 INCHES OF COMPACTED BACKFILL.
- WHEN CROSSING, WATER LINES SHALL ALWAYS BE ABOVE SEWER LINES, AND A MINIMUM 18-INCH CLEARANCE SHALL BE ALLOWED BETWEEN THE BOTTOM OF THE WATER LINE AND THE TOP OF ANY SANITARY SEWER, UNLESS SPECIAL CROSSING PROVISIONS ARE SHOWN ON THESE DRAWINGS.
- TYPICAL HORIZONTAL SEPARATION BETWEEN WATER LINES AND ANY SANITARY SEWER LINE SHALL BE MINIMUM 10 FEET, AND SEPARATE TRENCHES SHALL BE EXCAVATED IN ALL CASES.
- CONTRACTOR SHALL BE SOLECY RESPONSIBLE FOR DISINFECTION AND PRESSURE TESTING OF ALL NEW WATER LINES, IN ACCORDANCE WITH AWWA STANDARDS. COUNTY UTILITY PERSONNEL SHALL BE PRESENT DURING SUCH TESTING, AND AN INSPECTION REPORT SHALL BE SUBMITTED BY THE CONTRACTOR TO THE COUNTY UTILITIES PRIOR TO FIRM. ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE COUNTY UTILITY SHAPE FOR THEIR PRESSENCE DURING FIELD TESTING OF LINES, BACTERIA TEST RESULTS OVER 30 DAYS OLD, BY THE COMPLETION OF THE PROJECT SHALL BE RETESTED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ALL VALVES 12" DIAMETER OR SMALLER SHALL BE FULL-PORT GATE TYPE, RESILIENT SEATING, MECHANICAL OR MEGALUG (A) JOINTS, PIPE, AND INSTALLED IN COMPLIANCE WITH THE COUNTY WATER SYSTEM DETAILS.
- PROGRAMMENT ALLECTION OF VALVES SHALL BE TIED TO ONE OR MORE OF THE SANTA FE COUNTY'S PERMANENT SURVEY MONUMENTS, (OR OTHER VISIBLE WATER FEATURES OR PRIVILES) SUCH AS THE HOTORAYTS AND WATER METERS WITH DISTANCES BETWEEN ALL FITTINGS AND APPURTENANCES PROVIDED AS REQUIRED IN THE UTILITY DEPARTMENTS CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL. THE WORK SHALL BE PERFORMED BE A REGISTERED NEW MESUCO LICENSED SURVEYOR, OR ENGINEER WITH INFORMATION PROVIDED BY THE CONTRACTOR.
- A REGISTERED NEW MEXICO LICENSED SURVEYOR, OR ENGINEER WITH INFORMATION PROVIDED BY THE CONTRACTOR.

  ALL FIRE PROPARTS SHALL BE SUPPLIED WITH PEP CONNECTORS, AND NUMBERDED (NUMBER SUPPLIED BY THE COUNTY FIRE DEPARTMENT).

  HYDRANTS SHALL BE INSTALLED TO ALLOW A MINIMUM HORIZONTAL CLEARANCE OF 3-FEET ALL ARGUND THEM.

  WATER SERVICE CONNECTIONS AND METERS SHALL BE FINCH INFORMATION AND ATTERS FOR LOTS THAT WILL BE THE SITE FOR RESIDENTIAL BUILDINGS EQUIPPED WITH FIRE SUPPRESSION SYSTEMS. OTHERWISE, CONNECTIONS AND METERS SHALL BE STANDARD ROUGHED IN SATING FECOUNTY UTILITY DEPARTMENT'S CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL. METERS SHALL BE REPLIED MACHIO RADIO THROMSHITTER.

  CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL. METERS SHALL BE PER THAT THE METERS SHALL BE DEFINED. MACHIO RADIO THROMSMITTER.
- 16. LOCATE WINES SHALL BE INSTALLED ON ALL WATER LINES. THE LOCATE WINE BY USBEE IN ALL WALVE YOULTS, MANHOLES OR OTHER ACCESS
  STRUCTURES. THIS WILL BE VERRIED DURING THE PRELIMINARY INSPECTION PRIOR TO PAYING. THE LOCATE WIRE SHALL BE A CONTINUOUS, to
  GAUGE, SOLID STRAND INSULATE OPERER WIRE. SPILES OF THE LOCATE WIRE SHALL FOLLOW THE SPECIFICATIONS IN THE SANTA FE COUNTY
  UTILITY DEPARTMENT'S CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL.

#### SANITARY SEWER LINE CONSTRUCTION

REMOVED FROM SANTA FE COUNTY GENERAL NOTES.

RECLAIMED WATER/EFFLUNT IRRIGATION, CONSTRUCTION REMOVED FROM SANTA FE COUNTY GENERAL NOTES.

#### DRY UTILITIES

- 3. SEPARATION BETWEEN JACKETED PRIMARY AND COMMUNICATION CARLES SHALL BE ATLEAST 42 INCHES
- 4. WARNING TAPE SHALL BE PLACED A MINIMUM 12 INCHES ABOVE THE UPPER LEVEL OF UTILITIES AT THE CENTER OF

- 6. CONTRACTOR SHALL DISPOSE OF ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE, WHICH ARE UNSUITABLE FOR USE AS CONSTRUCTION MATERIALS IN THIS PROJECT. DISPOSAL SHALL BE PERFORMED IN AN ENVIRONMENTALLY SOUND SITE, SECURED BY THE CONTRACTOR IN CLOSE COORDINATION WITH THE APPROPRIATE RECULATORY AGENCIES, CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AND OR OPP, IN WRITING, OF ANY RELEVANT DETAILS IN CONNECTION WITH THE DISPOSAL OPERATIONS.
- 7. BORROW MATERIAL, CONSTRUCTION WASTE, VEGETATIVE DEBRIS, ETC SHALL NOT BE PLACED BY WETLAND AREAS ARROYOS, OR ANY AREAS ENDANGERED SPECIES, OR HABITAT RESOURCES MAY BE AFFECTED. BORROW AREAS NOT CONTIGUOUS TO THE PROJECT SITE SHALL BE SHOWN

- 10. ALL WORK PERFORMED IN A FLOOD PLAIN SHALL COMPLY WITH THE SANTA FE COUNTY FLOOD PLAIN ORDINANCE.
- RE-FUELING OPERATIONS AND CONCRETE DUMPING IN THE VICINITY OF ANY BODY OF WATER SHALL BE STRICTLY
  PROMINETED.

- COMPLETION OF THE CONSTRUCTION OPERATIONS.

  CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUCCESSFUL RECOVERY OF DISTURBED AREAS FOLLOWING RE-VECETATION THROUGH THE FIRST GROWING SEASON AFTER COMPLETION OF THIS PROJECT. IN THE EVENT THAT THE REVEGETATION PLAN CANNOT BE ACCOMPLISTED GEFORE SEPTEMBER DUE TO CONSTRUCTION DELAYS, AND DISTURBED SUBFACES MILST REMAIN EXPOSED AFTER THIS DATE, THE CONTRACTOR SHALL INSTALL TEMPORARY PROTECTION SUCH AS A COVER CROP OR A MULCH TO REVENT SOIL EROSION, AT NO ADDITIONAL COST TO THE OWNER. A TEMPORARY CONSTRUCTION FERCE SHALL BE MAINTAINED AROUND THE DISTURBED AREA UNTIL THE NEW VEGETATION IS ESTABLISHED.
- SUPPLEMENTED TO A 6 INCH DEPTH WITH THE STOCKPILED MATERIAL.

  1. THE SEED BED SHALL BE FREPARED TO A MINIMUM #ANCH DEPTH BY TILLING WITH A DISC, MARROW, OR CHISELING TOOLS.

  ALL COMPETITIVE VECETATION SHALL BE UPROOTED DURING THIS PREPARATION, AND THE SOIL SHALL BE UNFORMLY.

  WORKED TO A SMOOTH, FIRM SUPFACE REPE OF CLODS, STONES OR OTHER EXTRANCOLIS MATERIALS 4 HOTH OF LARGER

  HAT WOULD INTERFERE WITH SEEDING EQUIPMENT AND CERMINATION. SEED BED PREPARATION BY MECHANICAL MEANS
  WILL NOT BE REQUIRED ON SLOPES EXCEDING SHE IN THE POPINOH OF THE PROJECT MANAGERAND OR POR SEED BED

  PREPARATION ON THESE SLOPES IS IMPRACTICAL OR UNSAFE ALL TILLING SHALL BE PERFORMED ACROSS THE SLOPE WHEN

  PRACTICAL AND SHALL BE PERFORMED IN TWO DIRECTIONS WHENEVER ONE PASS IS IN SHEFFICIENT, IN THE OPINS OPINION,

  TO ADEQUATELY BREAK UP THE SOIL. TILLING SHALL NOT BE PERMITTED WHEN THE WHID BLOWS AT MORE THAN 10 MOPE

  CAUSING OUST GENERATION AND MOVEMENT IN TO ADDITION AREA AREA SHOWER SHALL BE PERFORMED WHEN THE SOIL'S

  MOISTURE CONTENT IS UNFAVORABLE, OR THE GROUND CONDITIONS ARE NOT SUITABLE FOR TILLING.
- MOIS DRE CONTENT IS UNFAVORABLE, ON THE CHOUND CONDITIONS ARE NOT SUITABLE FOR TILLING.

  SEED SHALL BE UNIFORMLY APPLIED OVER THE ARBAT ONE THEATED. THE CONTRACTOR'S EQUIPMENT SHALL NOT
  THAVEL OVER THE SEEDLD AREAS, IF ARIN OR OTHER NATURAL PHENOMENA, WHICH MAKE THE SOIL UNSUITABLE FOR SEEDING,
  THE CONTRACTOR SHALL REPERAPARE THE SOIL AS DESCRIBED HERBY AT NO ADDITIONAL COST TO THE CONVERS. SEEDS
  SHALL BE ORILLED TO A MINIMUM OF VENROL, UNLESS OTHERWISE INDICATED ON THESE BRAWNINGS. DIRECTION OF
  SEEDING SHALL BE ACROSS THE SLOPES AND ON THE CONTOUR WIRINEVER POSSIBLE.
- 6. BROADCAST SEEDING SHALL ONLY BE PERFORMED IN SLOPES EXCEEDING 3H OR IN AREAS INACCESSIBLE TO THE SEED DRILL BROADCAST SEEDING SHALL BE PERFORMED WITH A ROTARY SPREADER OR A SEEDER BOX WITH CHEAPTRED MECHANISM IF DRILL SEEDING IS NOT PRACTICAL. RICK HULLS ON OTHER FILLERS SHALL BE USED TO PREVENT UNIVERS SEPARATION OF LICHTER SEED, SEED BED SHALL BELIGHTLY RANED IMMEDIATELY FOLLOWING THE SEEDING OPERATION, TO PROVIDE 93-NOTH SOIL COVER THE SEED.
- 8. SEED MIX AND SEEDING RATE ARE AS FOLLOWS: DRYLAND BLEND

SEED.
SIDE OATS GRAMA
BLUE GRAMA
BLUE GRAMA
INTLE BLUESTEM
INDIAN RICEGRASS
SHEEP FESCUE
STREAMBANK WHEATGR
ALKALI SACATON
GALLETA PERCENTAGE OF SEED MIX GALLETA WILD FLOWER MIX

REVISION			SANTA FE COUNTY WATER UTILITIES 424 NM 599, SANTA FE, NM 875
SYMBOL.	DATE:	BY:	WATER OTHERTIES 424 NW 599, SANTA FE, NW 6750,
	04/05/2013	PC	PROJECT NAME:
	09/25/2020	LMA	·

I. SHADING AND BEDDING MATERIAL SHALL BE TYPE IV. CLASS 1 FOR DIRECT BURY CABLE, AND TYPE IV. CLASS 2 FOR CABLE IN CONDUIT. TYPE 111 MATERIAL SHALL BE CONSIDERED SUITABLE FOR EITHER TYPE OF INSTALLATION.
2. IF TRENCH-RUN MATERIAL MEETS BACKRILL MATERIAL REQUIREMENTS, 3 MICH BEDDING MAY BE OMHTED, PROVIDED THAT THE TRENCH BOTTOM IS SMOOTH, FLAT, AND WITHOUT SURFACE RIREGULARITIES.

5. DRY UTILITY REQUIREMENTS SPECIFIED BY THE RESPECTIVE UTILITY SHALL BE FOLLOWED.

ENVIRONMENTAL EROSION AND SEDIMENT CONTROL REQUIREMENTS.

1. THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER AND OR OPR A SWPP PLAN THAT COMPLIES WITH THE 2012 CONSTRUCTION GENERAL PERMIT AND SUBSEQUENT REVISIONS.

1. AT A MINIMUM, ALL AREAS DENUDED AND/OR DISTURBED BY CONSTRUCTION TRAFFIC SIMLL BE SPRAYED WITH WATER ON A DAILY BASIS TO CONTROL DUST GENERATION. ADDITIONAL WATER SHALL BE APPLIED ON WINDY DAYS AS NEEDED OR AS REQUIRED BY SANTA FE COUNTY.

- 3. AS SOON AS FINAL GRADES ARE ACHIEVED, AND PROPER CLIMATIC CONDITIONS PREVAIL, NATIVE GRASS SEEDS SHALL BE APPLIED. CONTRACTOR SHALL PERFORM THIS ACTIVITY IN CONFORMANCE WITH THE APPROVED TERRAIN MANAGEMENT PLAN FOR SEED MIX DETAILS, AS WELL AS A PROLECTION AND CARE METHODOLOGY.
- 4. GRAVEL BAGS AND OTHER EPA APPROVED DEVICES SHALL BE INSTALLED AROUND DROP INLET GRATES IMMEDIATELY AFTER THEIR INSTALLATION TO PREVENT SEDIMENT FROM ENTERING THE STORM WATER SYSTEM, SEDIMENT DEPOSITED AROUND GRAVEL BAGS AND OTHER EPA APPROVED DEVICES SHALL BE SWEPT AND REMOVED IMMEDIATELY UPON DEPOSITION.
- 5. SILT FENCES OR WADDLES MEETING EPA REQUIREMENTS FOR SEDIMENT CONTROL SHALL BE INSTALLED AT ALL SLOPES IN STRICT ACCORDANCE WITH SWPP PLAN.
- IN THE SYPPP.

  8. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP SPILLS ASSOCIATED WITH THE PROJECT'S CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL REPORT AND PROPERLY RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DISSEL, MOTOR OIL, SOLVENTS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY REPRESENT A THREAT TO THE HEALTH AND WELFARE OF HIS WORKERS, THE GENERAL PUBLIC, OR THE ENVIRONMENT, CONTRACTOR SHALL REPORT EVIDENCE OF PAST SPILLS INCOUNTERED DURING CONSTRUCTION, OR PRESENT SPILLS NOT ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT, REPORTS SHALL BE AND E-IMMEDIATELY TO THE THE PROJECT MANAGER AND OR OFF AND THE APPROPRIATE STATE ACROST RESPONSIBLE FOR THE EMERGENCY RESPONSE. CLEAN UP OF ANY UNREPORTED SHALLS THAT AND CONCINED DRIVEN OF THE CONSTRUCTION OF THIS PROJECT, IDENTITIED ATTERMANDS SHALL BE THE SOLE RESPONSED.
- 9. ALL WORK PERFORMED IN THE VICINITY OF EXISTING STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRICATION WATER SOURCES SHALL BE PERFORMED IN SUCH A MANNER AS TO MINIMIZE VEGETATION DAMAGE OR REMOVAL, AS WELL AS ANY SOIL EROSION. CONSTRUCTION EQUIPMENT'S GROSSINGS OF EXISTING STREAMS, WHETHER THE STREAMS ARE PERFALD OR PERMINISH, SHALL BE MINIMIZED, AND IN COMPLIANCE WITH THE CLEAN WATER ACT (CWA), USACE 404, OR OTHER FEDERAL PERMIT REQUIREM

#### JERRAIN MANAGEMENT AND RE-VEGETATION WORK REQUIREMENTS.

- I. ALL AREAS DISTURBED BY THE CONSTRUCTION ACTIVITIES OF THIS PROJECT, INCLUDING ANY TEMPORARY ACCESS ROAD, SHALL BE RE-GRADED TO THEIR ORICINAL CONTOURS, AND RE-SEEDED IN ACCORDANCE WITH THE POLLOWING PLAN AFTER COMPLETION OF THE CONSTRUCTION OF ORDITONS.
- ARRAY THE UNIT DIBBLE AREA UNTIL THE NEW YELFTATION IS ESTABLISHED.

  A REAS WITH A SLOPE LESS TIMM 4: SHALL BE TREATED WITH ORLL SEEDING, WHILE SLOPES EXCEEDING 4: SHALL BE TREATED WITH BROADCAST OR HYDRO SEEDING AND SHALL INCLUDE HAND-RAKING OR CHINN-HARROWING TO COVER SEED TO A DEPTH OF 1/4-NICH TO 1/4-NICH THE SHORT SEEDING HAS THE THE THE THE SHORT SEED THE THE THE PAST TO SEED WHICH HAS LESS THAN 8 HICH TOTAL TOP SOIL DEPTH SHALL BE SUPPLEMENTED TO A 6 NICH DEPTH WITH THE STOCKPLED MATERIAL.

  A THE STEED BED OHALL BE DEBOARDET TO A MADERAL AND ASSESSED THE OR AND ASSESSED THE TOP AND ASSESSED THE TOP ASSESSED THE TOP

- MULCH SHALL BE PLACED OVER ALL SEEDED AREAS. THE MULCH SHALL BE MADE OF STRAW OR HAY, AND APPILED TO PRODUCE A DEPTH OF -HZ-INGHTO Z-INCH. STRAW OR HAY WITH MOXIOUS SEEDS OR PLANTS, ROTTED, BRITTLE, SHORT FIBERED, OR IMPROPERTY CURBED IS NOT ACCEPTABLE.

53 OF TOTAL SEED WEIGHT NOTE: POUNDS PER ACRE OF SEED MIXTURE: 15-20 LBS IF DRILLED; 20-25 LBS. IF BROADCAST, SEED SHALL BE CERTIFIED NOXIOUS WEED FREE. MARTIN/MARTIN

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WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION FENT. GENERAL COUNTY SANTA

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Sheet Number:

NOT IN CONTRACT

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TOW SHALL BE TOP OF WATER ON UTILITY SHEETS ONLY AND TOP OF WALL ON ALL OTHER SHEETS.

### **LEGEND**

EXISTING		PROPOSED
	- PROPERTY LINE	
	- RIGHT-OF-WAY LINE	
	- SECTION LINE	
	- EASEMENT	
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NOTICE OF EXTENDED PAYMENT PROVISIONS
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MARTIN/MARTIN

CONSULTING ENGINEERS

CONSULTING ENGINEERS

SSS WYOMING BLVD. NE, STE. 24, ALBUQUERQUE, NM 8710

SOS.242.4435 MARTINMARTIN.COM

WATER TREATMENT
SYSTEM IMPROVEMENTS
CHUPADERO WATER SEWAGE CORPORATION

ABBREVAITIONS AND

No. Issue / Revision Date Name

Project Manager J. MAY

Drawn By J. LAWRENCE

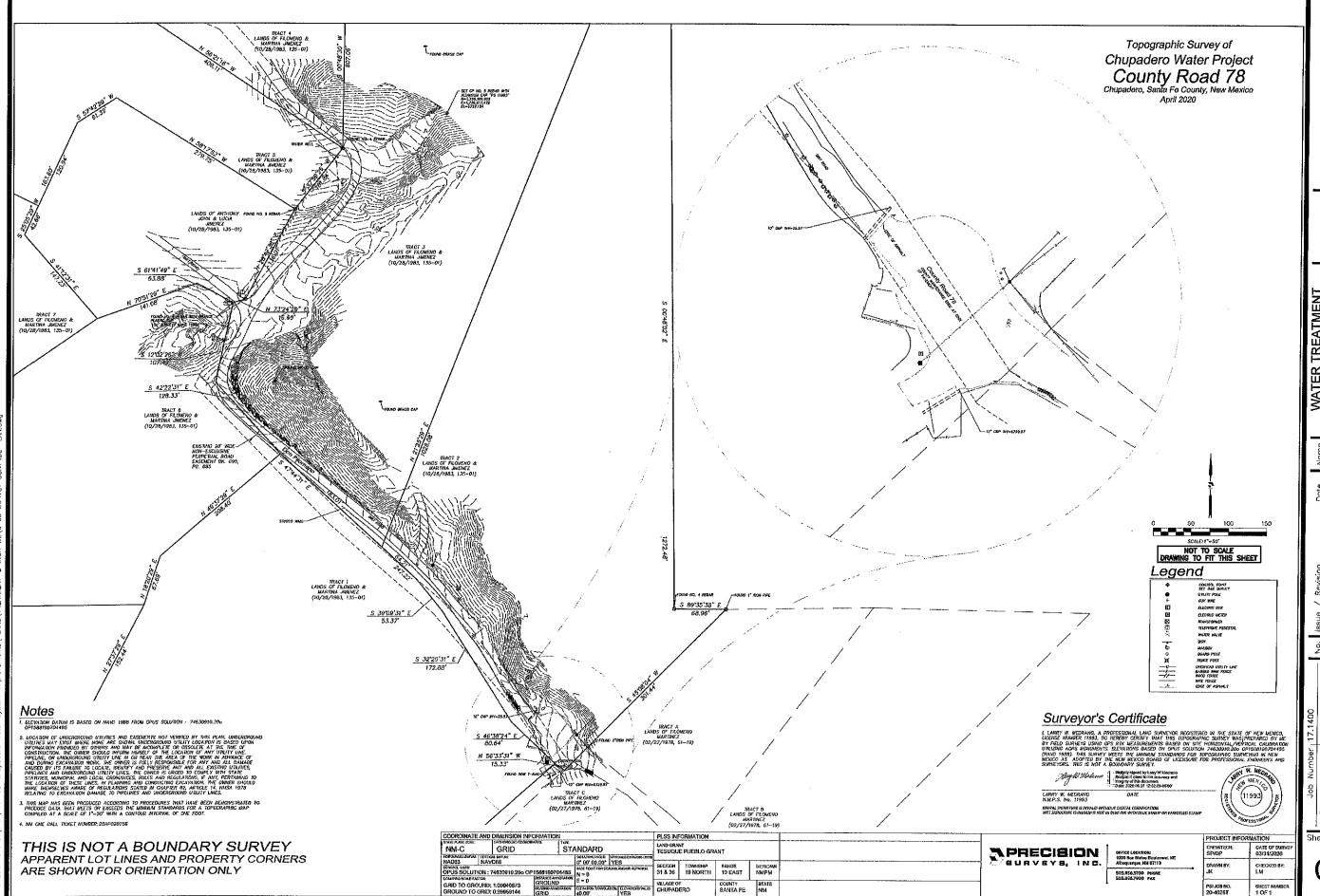
Drawn By J. LAWRENCE

Principal In Charge J. MAY

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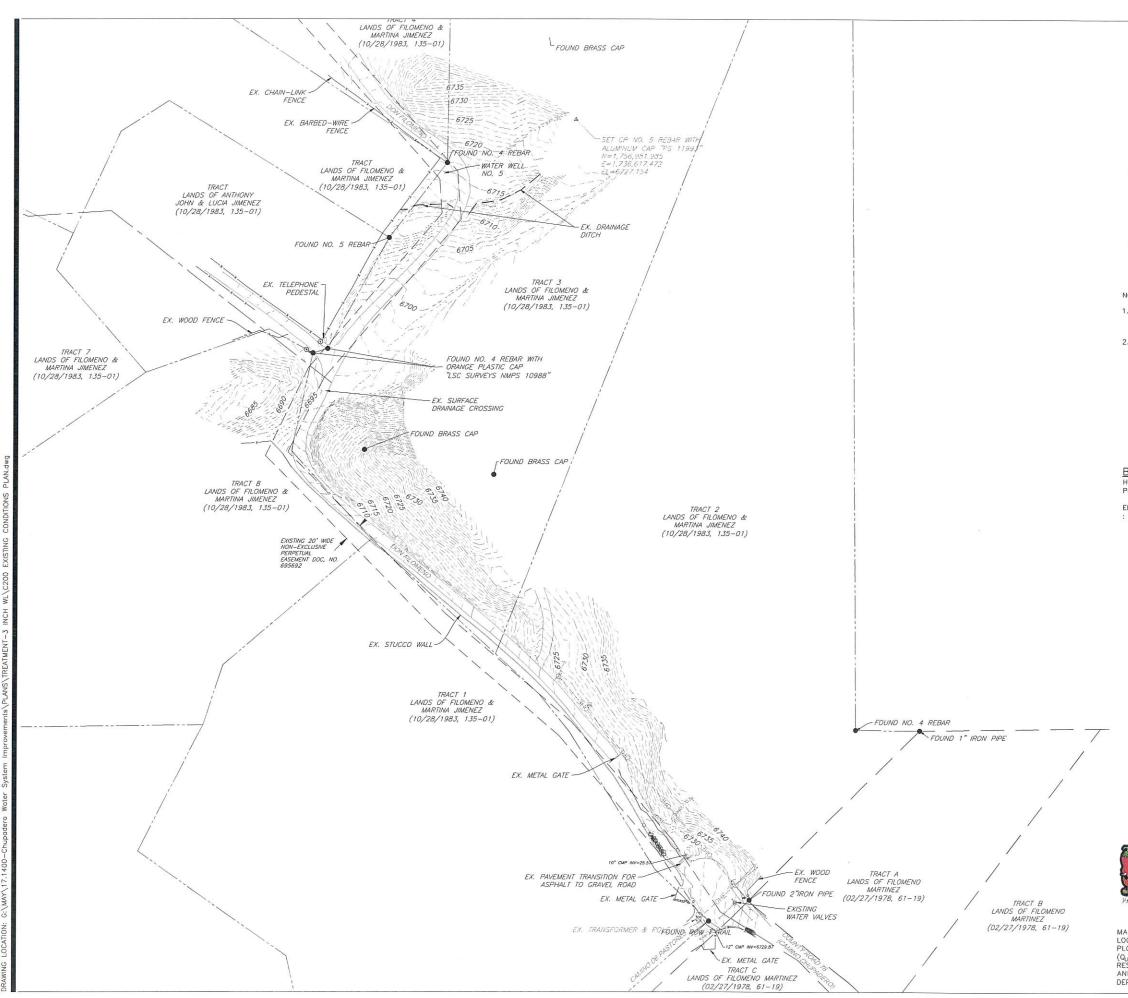
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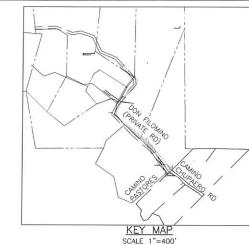


MARTIN/MARTIN CONSULTING ENGINEERS

WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

Sheet Number:





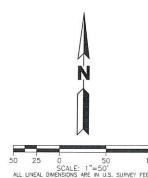
### NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASSOCIATED PERMITS, FEES, AND JURISDICTIONAL REQUIREMENTS FOR THE PROCUREMENT AND INSTALLATION OF THE PROPOSED WORK.
- REFER TO SHEETS COOD FOR ABBREVIATIONS AND LEGEND AND COO1 FOR ADDITIONAL GENERAL NOTES.

### BASIS OF BEARING

HORIZONTAL DATUM IS BASED ON NAD83, NEW MEXICO STATE PLANE, CENTRAL ZONE.

ELEVATION DATUM IS BASED ON NAVD 1988 FROM OPUS SOLUTION : 7430910.200 OP15881907014485.



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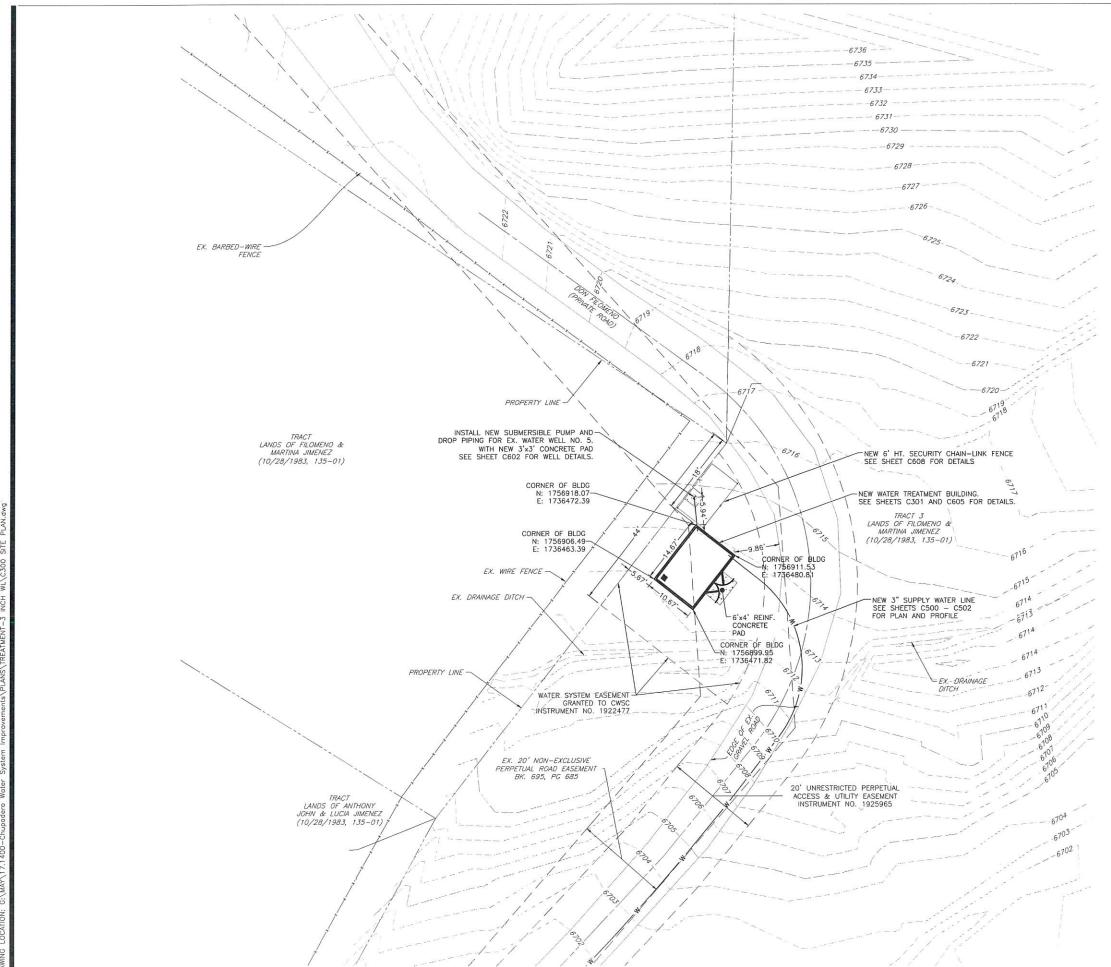
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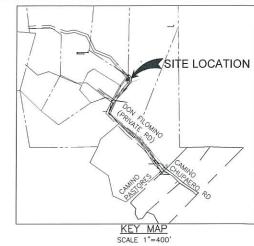


WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION EXISTING CONDITIONS PLAN

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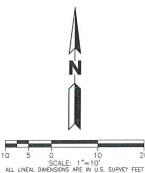




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- REFER TO SHEETS COOD FOR ABBREVIATIONS AND LEGEND AND COO1 FOR ADDITIONAL GENERAL NOTES.
- 3. REFER TO SHEETS C600 C603 FOR DETAILS.
- 4. SEE SHEET C301 FOR ADDITIONAL TREATMENT BUILDING DETAILS.
- 5. SEE SHEET C400 FOR SITE GRADING.

BASIS OF BEARING HORIZONTAL DATUM IS BASED ON NADB3, NEW MEXICO STATE PLANE, CENTRAL ZONE

ELEVATION DATUM IS BASED ON NAVD 1988 FROM OPUS SOLUTION : 7430910.20o OP15881907014485.



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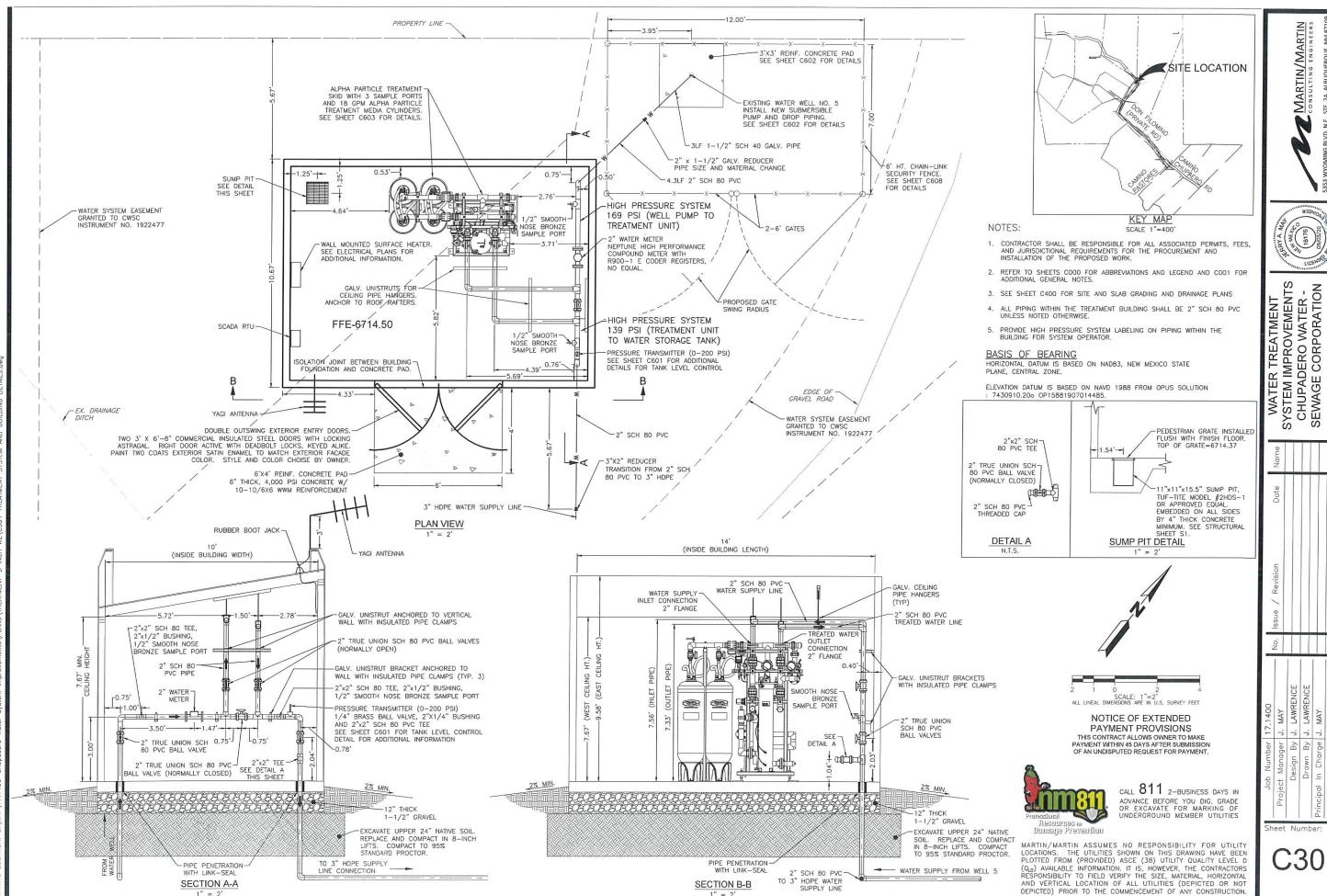




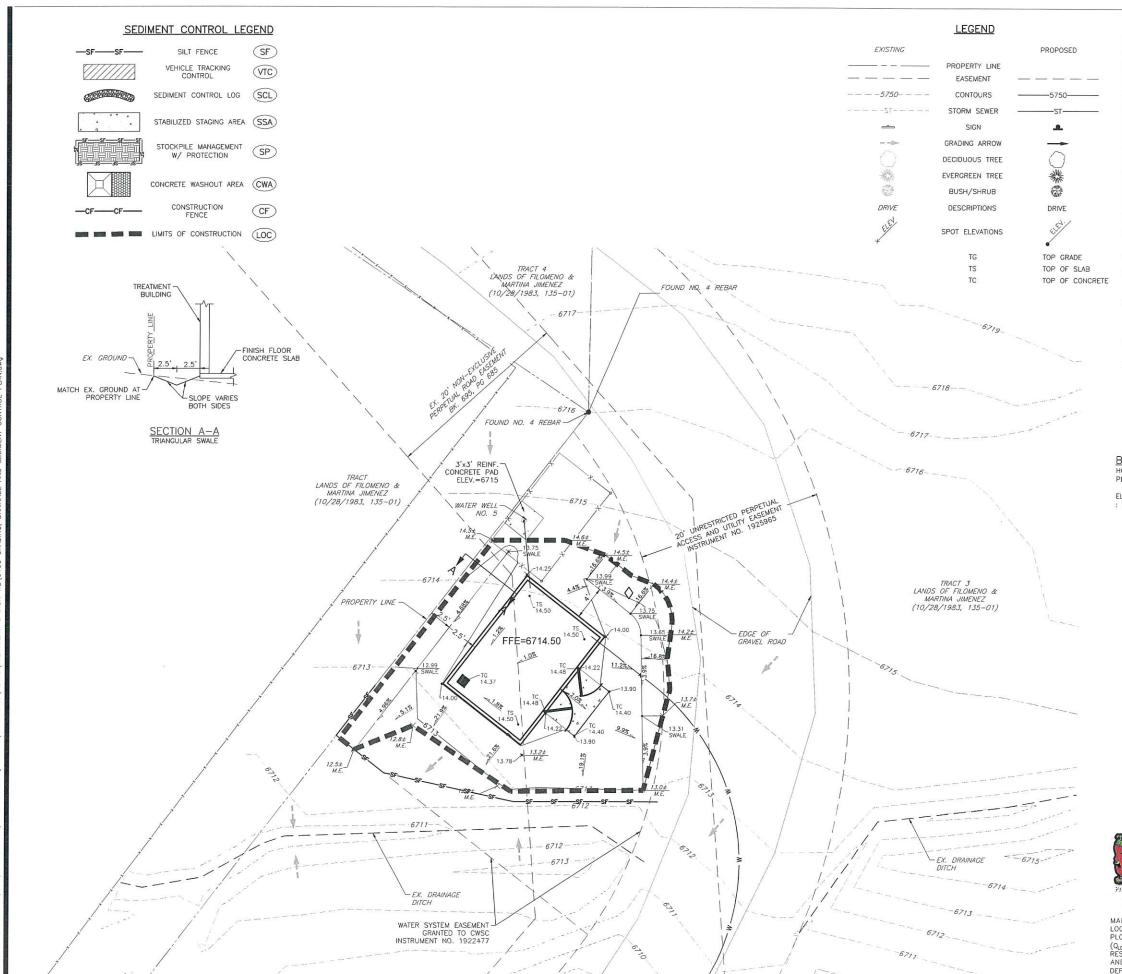
WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION SITE PLAN

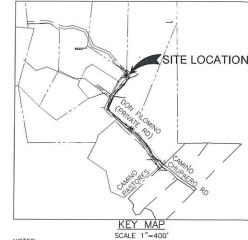
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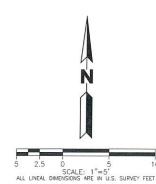
NOTES:

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- CONTRACTOR TO COORDINATE WITH OWNER FOR PLACEMENT OF STOCKPILE AREA, CONCRETE WASHOUT AREA, AND STABILIZED STAGING AREA FOR THE CONSTRUCTION OF THE TREATMENT BUILDING AND SITE GRADING.
- REFER TO SHEETS COOD FOR ABBREVIATIONS AND LEGEND AND COOT FOR ADDITIONAL GENERAL NOTES.
- 4. REFER TO SHEETS C604 FOR DETAILS.

BASIS OF BEARING

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NOTICE OF EXTENDED

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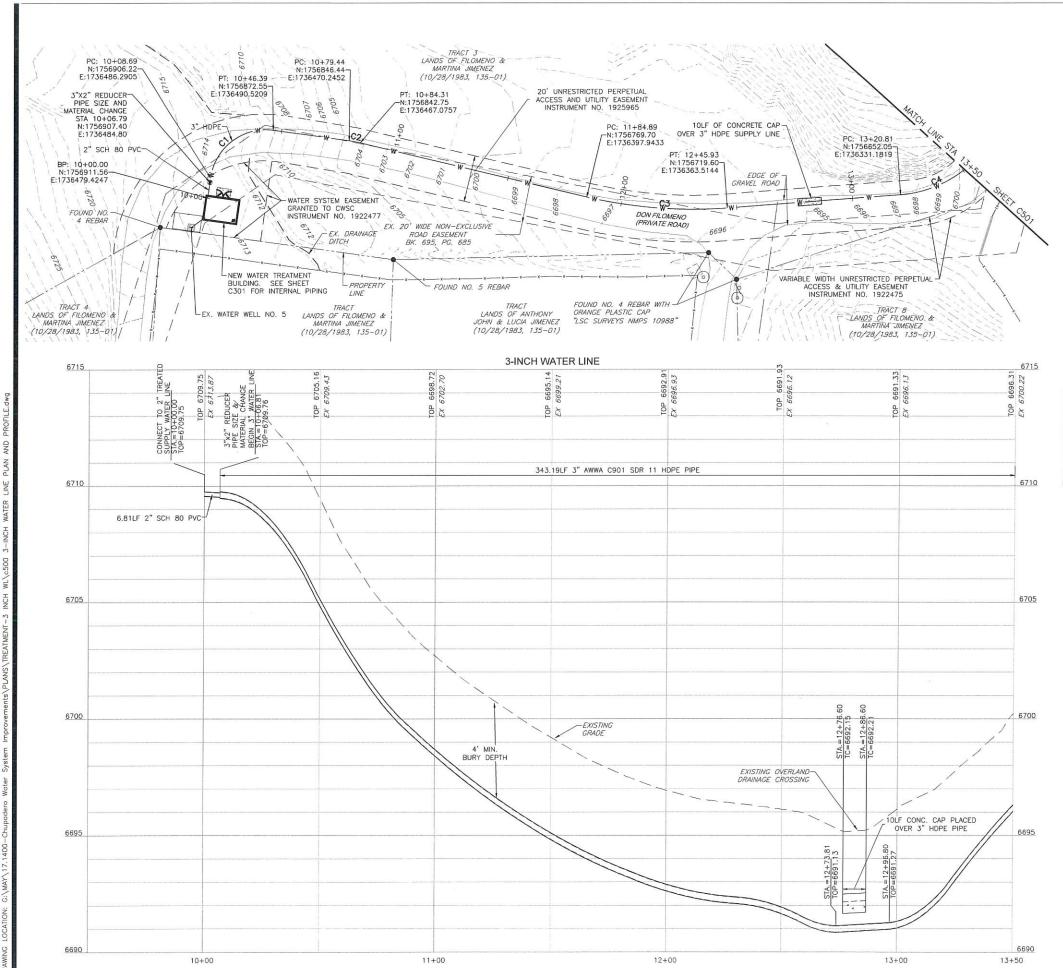
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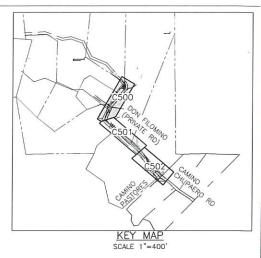
MARTIN/MARTIN SITE LOCATION

N.E., STE. 2A, ALI INMARTIN.COM

WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION , DRAINAGE AND T CONTROL PLAN

Sheet Number:





## NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASSOCIATED PERMITS, FEES, AND JURISDICTIONAL REQUIREMENTS FOR THE PROCUREMENT AND INSTALLATION OF THE PROPOSED WORK.
- REFER TO SHEETS COOD FOR ABBREVIATIONS AND LEGEND AND COO1 FOR ADDITIONAL GENERAL NOTES.
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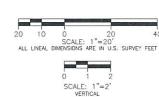
		CURVE TABLE							
NUMBER DELTA ANGLE		RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH				
C1	90.00,00,	24.00'	37.70'	S07'09'35"E	33.94'				
C2	5'34'47"	50.00'	4.87'	S40*37'48"W	4.87'				
С3	17*50'29"	196.00'	61.03'	S34*29'57"W	60.79'				
C4	76'32'38"	50.00'	66.80'	S12*41'36"E	61.94'				

# BASIS OF BEARING

HORIZONTAL DATUM IS BASED ON NADB3, NEW MEXICO STATE PLANE, CENTRAL ZONE.

ELEVATION DATUM IS BASED ON NAVD 1988 FROM OPUS SOLUTION : 7430910.20o OP15881907014485.





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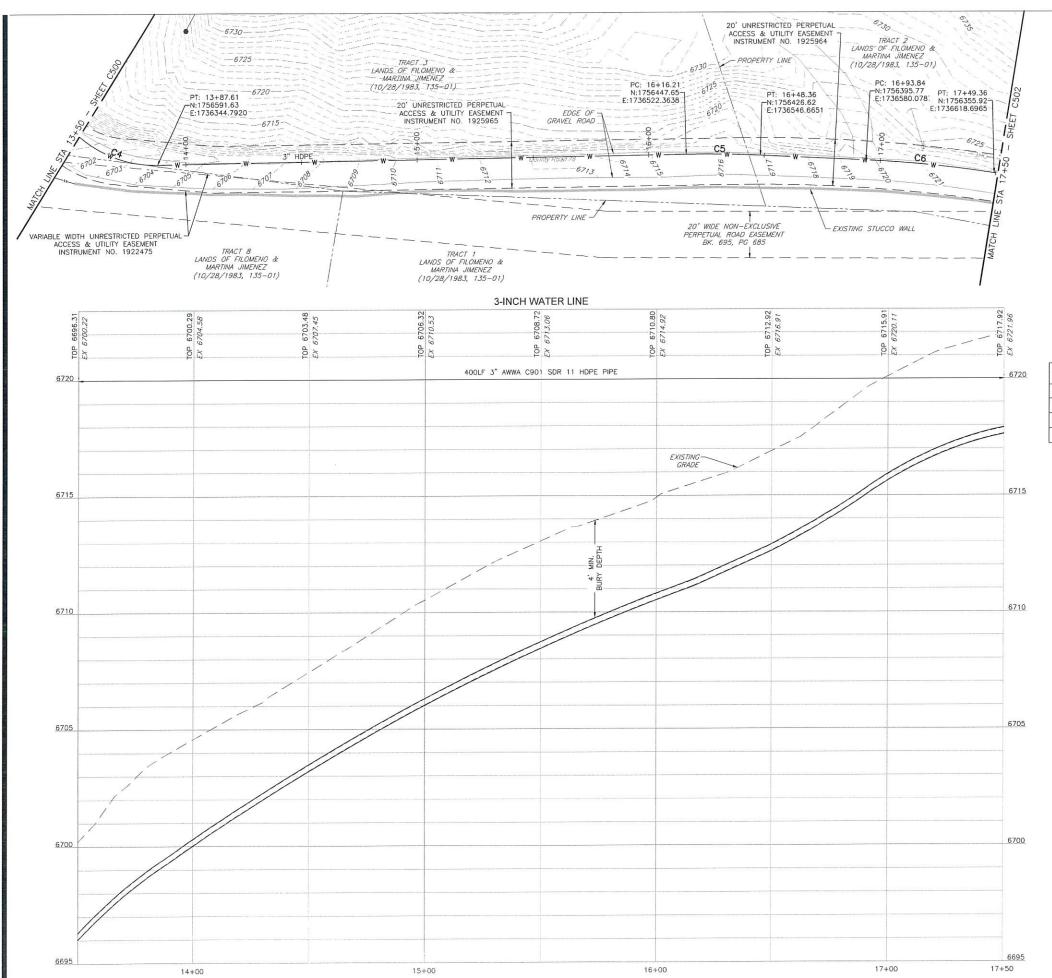
3-INCH WATER LINE PLAN AND PROFILE

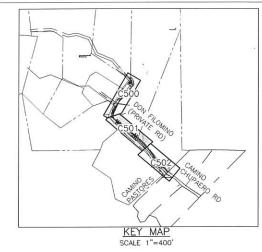
WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

No. Issue / Revision Date Name

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Drown By J. LAWRENCE
pol In Charge J. MAY
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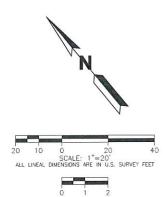
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- 3. REFER TO SHEETS C600 AND C601 FOR DETAILS.

		CURVE TABLE									
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH						
C4	76'32'38"	50.00'	66.80'	S12'41'36"E	61.94						
C5	3'41'01"	500.00'	32.14'	S49'07'24"E	32.14'						
C6	6'21'44"	500.00'	55.52'	S44'06'02"E	55.49'						

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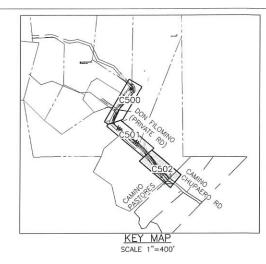


WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

3-INCH WATER LINE PROFILE

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WITHOUT	THE SOLE AND EXPRESS WRITTEN			

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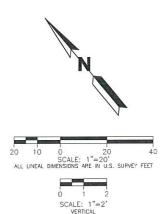
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NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C7	12'10'55"	500.00'	106.31'	S34*49'43"E	106.11'
C8	4'00'03"	100.00*	6.98'	S30*44'17"E	6.98'
C9	12'07'38"	100.00*	21.17'	S38'48'07"E	21.13'
C10	22'30'00"	20.00'	7.85'	S56'06'56"E	7.80'
C11	22'30'00"	20.00'	7.85'	S56'06'56"E	7.80'

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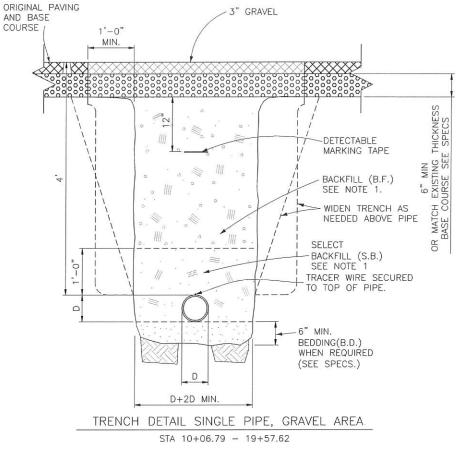




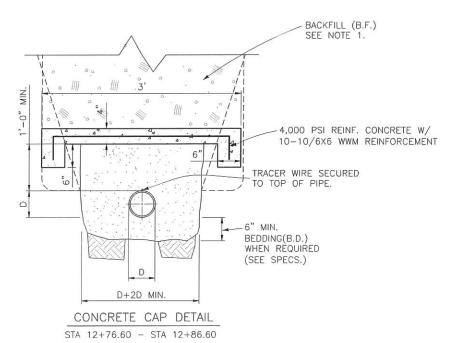
WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION 3-INCH WATER LINE PLAN AND PROFILE

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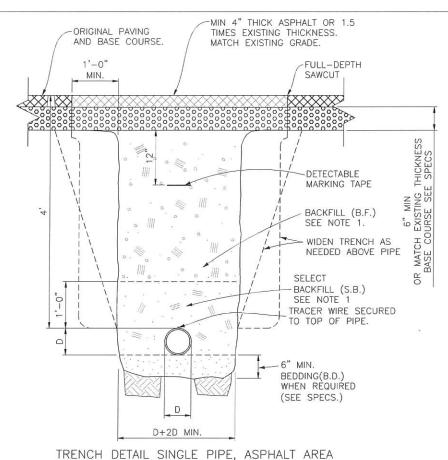
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1. BEDDING AND COMPACTION OF BACKFILL PER SPECS.



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1. BEDDING AND COMPACTION OF BACKFILL PER SPECS.

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NOTICE OF EXTENDED PAYMENT PROVISIONS
THIS CONTRACT ALLOWS OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT.



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 Job Number
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 J. MAY

 Design By
 J. LAWRENCE

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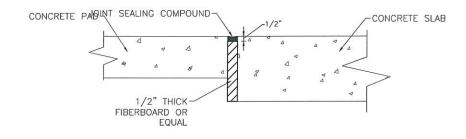
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WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

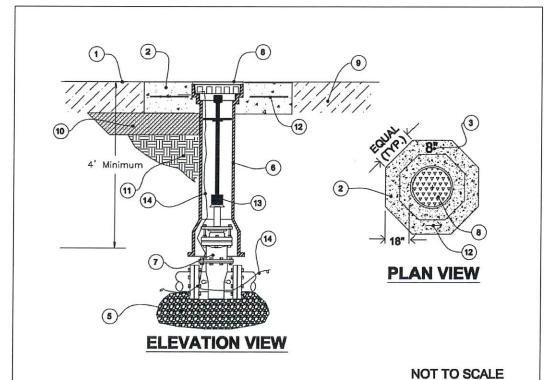
TRENCHING DETAILS

Sheet Number:

# FLOOR PENETRATION DETAIL



ISOLATION JOINT



#	DESCRIPTION	#	DESCRIPTION
1	FINISH STREET GRADE	8	VALVE BOX LID
2	8" MIN DEPTH - 3000 PSI CONCRETE PAD	9	PAVEMENT
3	STAMPED LINE SIZE (2 SIZES IF REDUCING)	10	SUBGRADE
4	STAMPED ARROW INDICATING ISOLATION DIRECTION(?)	11	COMPACTED BACKFILL
5	98% COMPACTED BACK FILL 12" MINIMUM DEPTH	12	#4 REBAR
6	5-1/4 SCREWTYPE ADJUSTABLE VALVE BOX	13	EXTENSION BAR IF NECESSARY
7	GATE VALVE	14	#10 TRACING WIRE



SANTA FE COUNTY UTILITIES
STANDARD DETAILS

VALVE & VALVE BOX INSTALLATION

BATE: 3/8017

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WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

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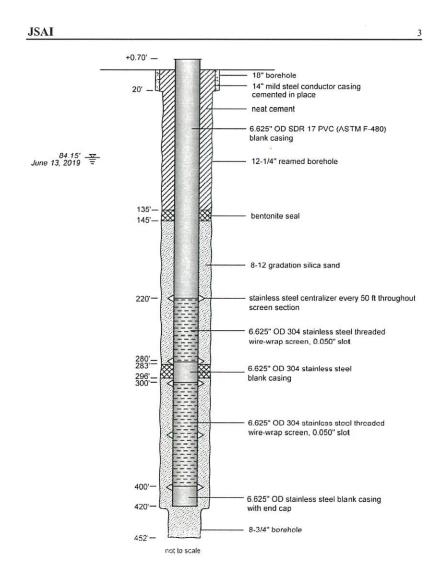
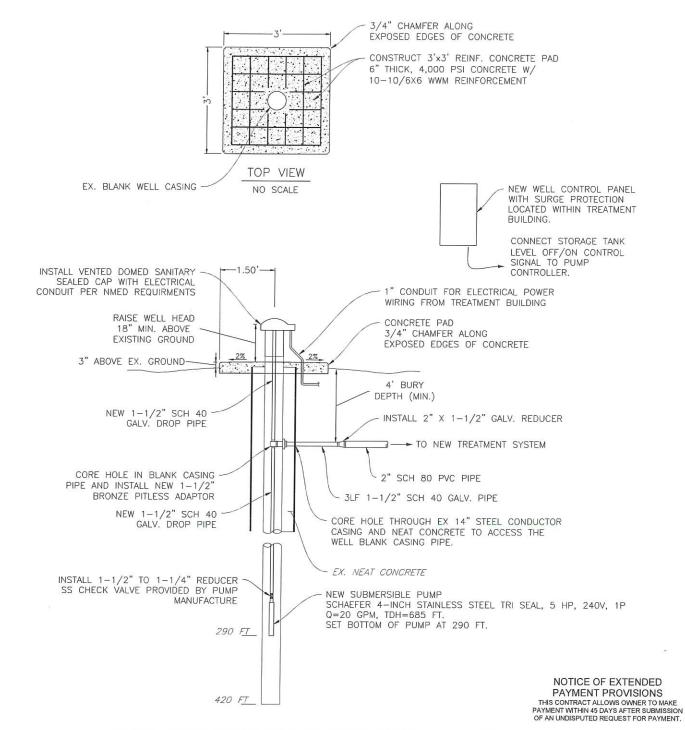


Figure 2. Well completion diagram, Chupadero Water & Sewage Corporation Production Well 5 (RG-97594), completed June 2019, Chupadero, Santa Fe County, New Mexico.

JOHN SHOMAKER & ASSOCIATES, INC. WATER-RESOURCE AND ENVIRONMENTAL CONSULTANTS

ASBUILT PRODUCTION WELL #5

NO SCALE



EXISTING WATER SUPPLY WELL #5 IMPROVEMENTS

NO SCALE



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505.242.4435 MARTINMARTIN.COM



WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

WELL NO.

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J. MAY

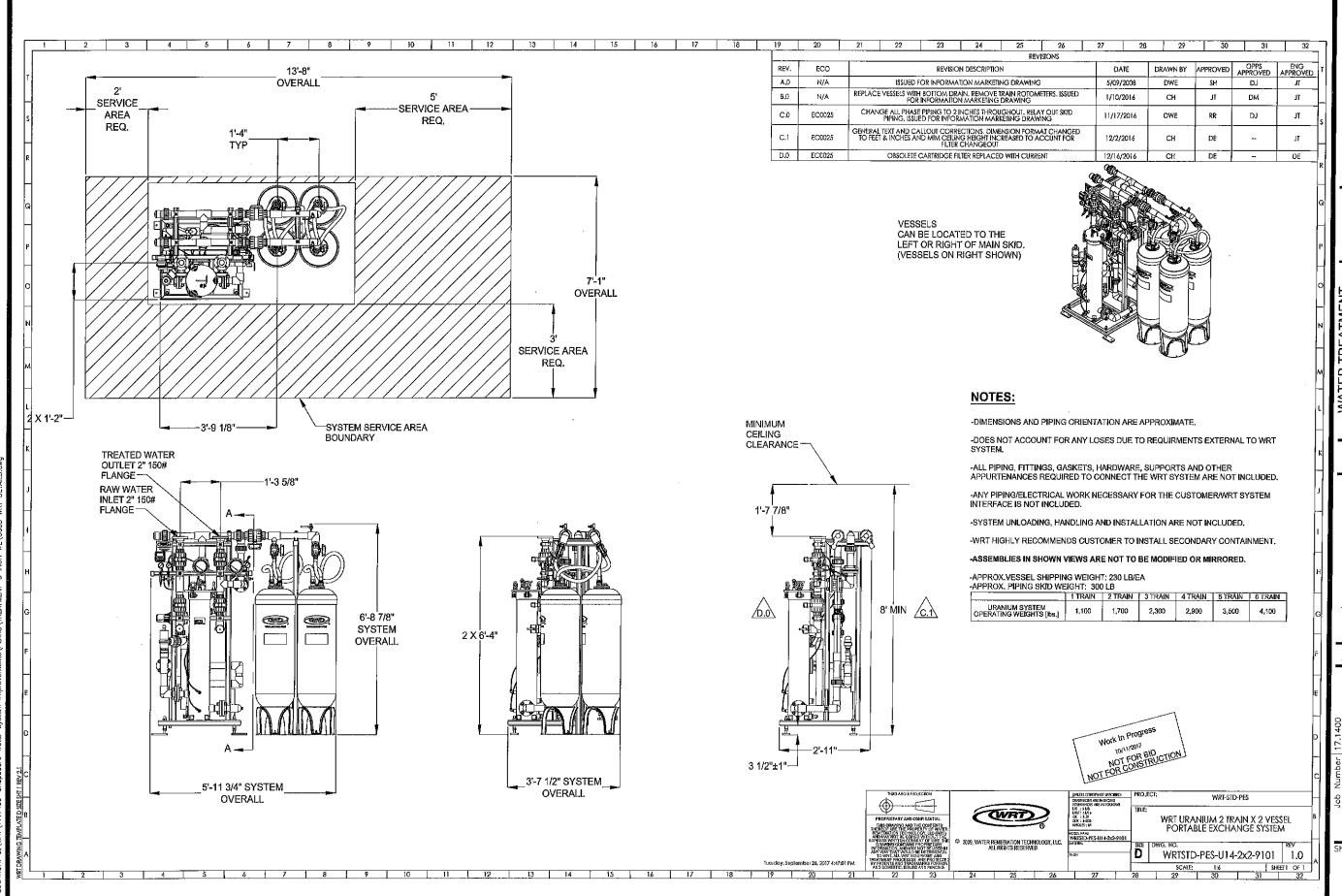
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WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

Ssue / Revision Date Name

Project Manager J. MAY

Design By J. LAWRENCE

Drawn By J. LAWRENCE

cipal In Charge J. MAY

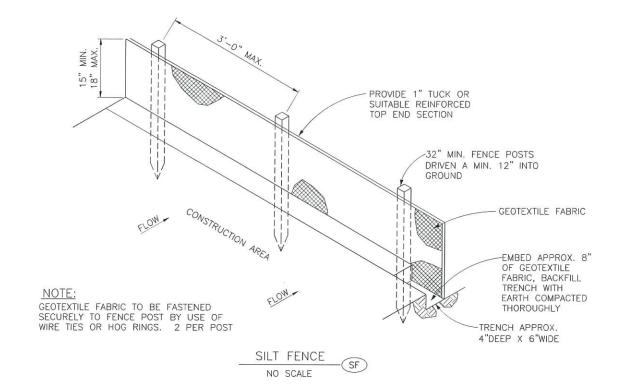
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WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

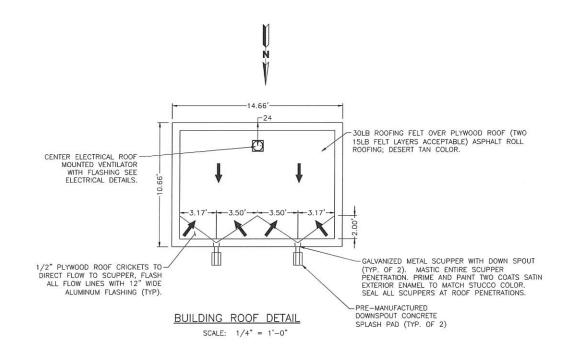
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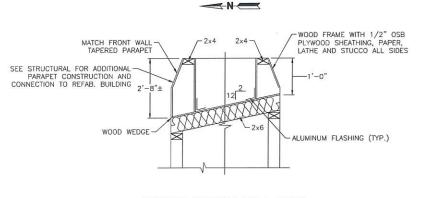
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Sheet Number:

- ALUMINUM FLASHING

PREFABRICATED BUILDING MODIFICATIONS
TREATMENT BUILDING SECTION SCALE:  $\frac{1}{2}$ " = 1'-0"





TAPERED PARAPET WALL DETAIL

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WATER TREATMENT
SYSTEM IMPROVEMENTS
CHUPADERO WATER SEWAGE CORPORATION

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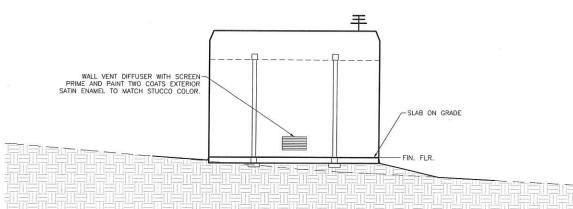
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YAGI ANTENNA (TYP) -TAPERED PARAPET WALL (TYP.) SEE DETAIL SHEET C605 DOUBLE OUTSWING ENTRY DOORS. TWO 3'x6'-8"
COMMERCIAL INSULATED STEEL DOORS WITH LOCKING
ASTRAGAL. RIGHT DOOR PRIMARY. PAINT TWO COATS
EXTERIOR SATIN ENAMEL TO MATCH STUCCO COLOR.
COMMERCIAL EXTERIOR ENTRY AND DEADBOLT LOCKS, KEYED
ALIKE. STYLE AND COLOR CHOICE BY OWNER. -PRE-FAB WOOD FRAME BUILDING, FINISH: LATHE AND ACRYLIC STUCCO FAST COAT SYSTEM WITH EL REY ADOBE COLOR. 6'-0" WIDE REINFORCED CONCRETE WALKWAY EXISTING — GROUND PROPOSED GRADE F.F. EL. 6714.50

EAST ELEVATION SCALE: 1/4" = 1'-0"

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASSOCIATED PERMITS, FEES, AND JURISDICTIONAL REQUIREMENTS FOR THE PROCUREMENT AND INSTALLATION OF THE PROPOSED WORK.
- 2. ROUND ALL STUCCO EDGES.

-PROPOSED GRADE - EXISTING GROUND



WEST ELEVATION SCALE: 1/4" = 1'-0"



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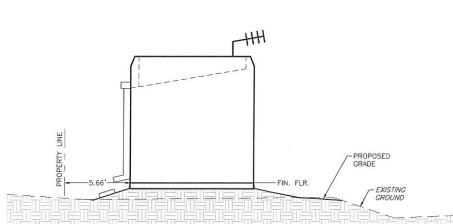
MARTIN/MARTIN CONSULTING ENGINEERS

WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

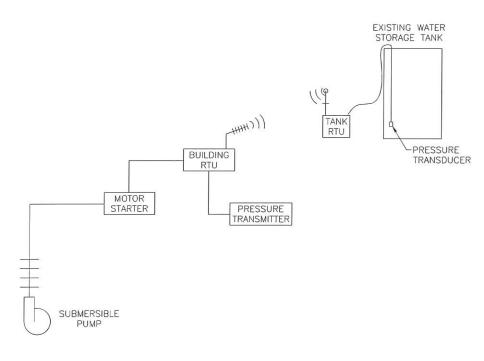
BUILDING ELEVATIONS

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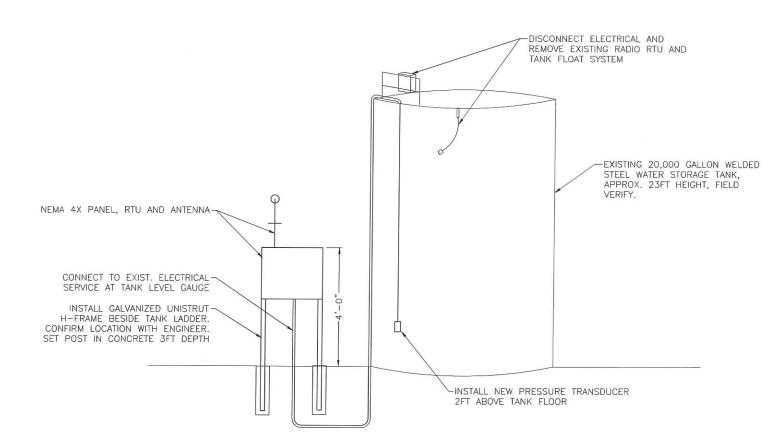
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SOUTH ELEVATION SCALE: 1/4" = 1'-0"



TANK LEVEL CONTROL SCHEMATIC N.T.S.



WATER STORAGE TANK LEVEL CONTROL DETAIL
N.T.S.

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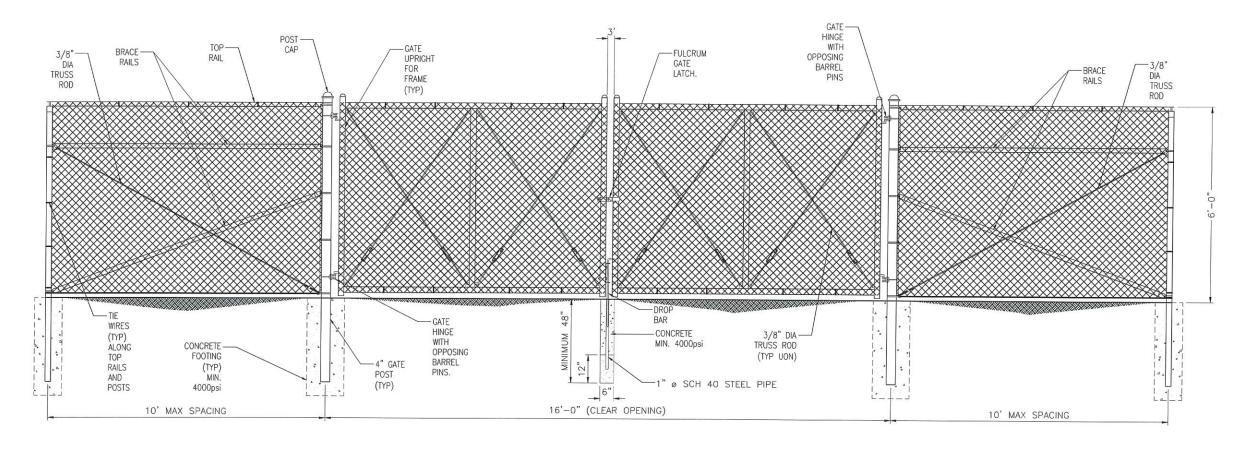
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MARTIN/MARTIN CONSULTING ENGINEERS S BLVD. N.E., STE. 2A, ALBU MARTINMARTIN.COM WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION LEVEL CONTROL REPLACEMENT FOI EXISTING WATER STORAGE TANK

Sheet Number:





FENCE AND GATE DETAIL

# NOTES:

1. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

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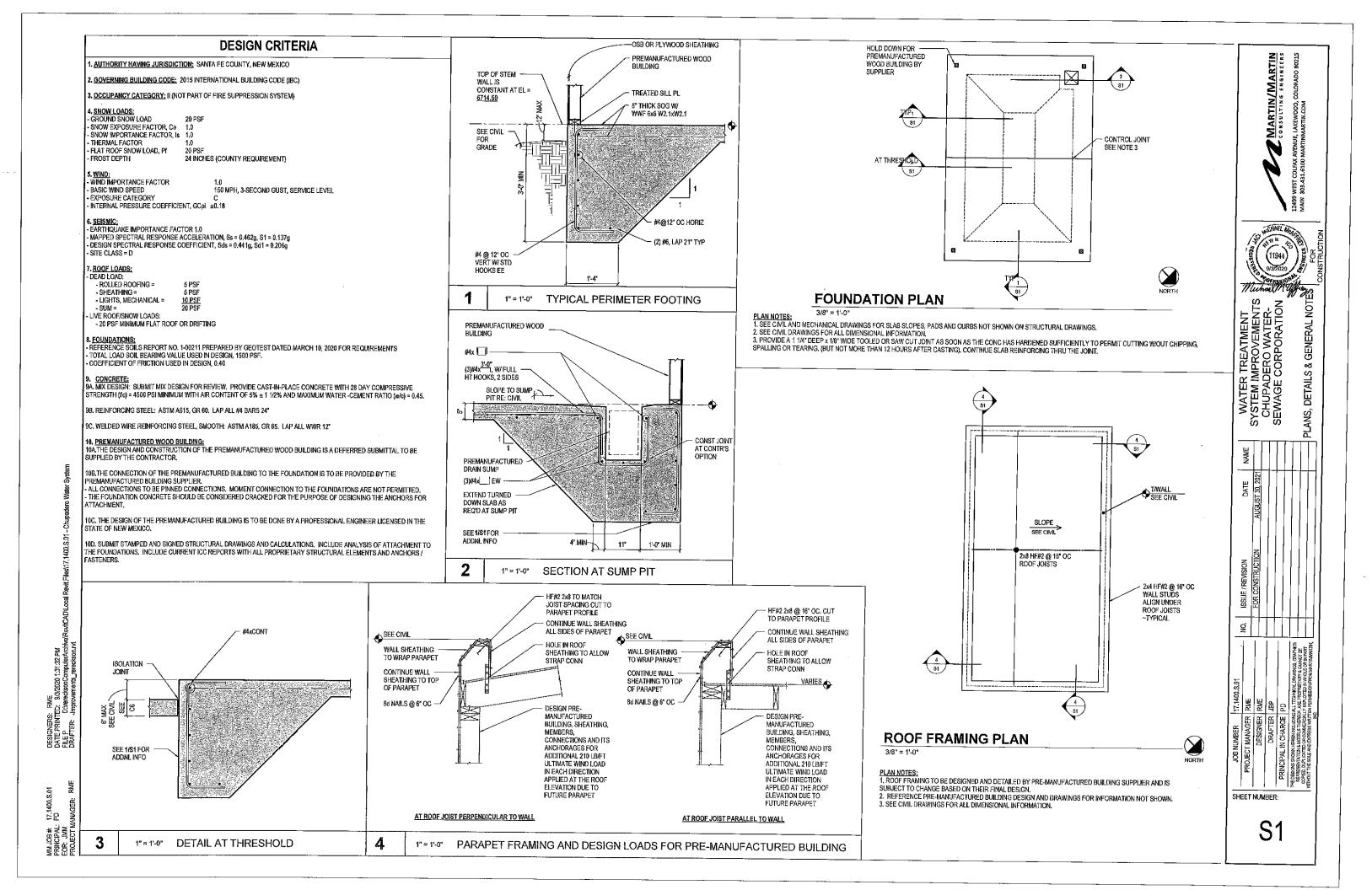
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FENCE AND GATE DETAIL

WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION



# KEYED NOTES

- NEW FAMI POWER POLE WITH TRANSFORMERS, COORDINATE EXACT FINAL LOCATION IN THE FIELD WITH FAMI PRIOR TO INSTALLATION AND EXTENSION OF SECONDARY SERVICE CONDUCTORS. REFER TO POWER RISER DIAGRAM FOR ADDITIONAL INFORMATION.
- COORDINATE FINAL ROUTING HITHE FIELD. REFER TO POWER RISER DIAGRAM FOR ADDITIONAL INFORMATION.
- 3. COORDINATE THE TERMINATION OF NEW SECONDARY FEEDER WITH PINM PRIOR TO INSTALLATION.

# WARNING

IF ANY UTILITY LINES, PIPELINES, OR UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWINGS, THEY ARE SHOWN IM AN APPROXIMATE MANNER ONLY. AND SUCH LINES MAY EXIST WHERE NONE ARE SHOWN, IF ANY SUCH EXISTING LINES ARE SHOWN, THE LOCATION IS BASED UPON INFORMATION PROVIDED BY THE UTILITY OR PIPELINE COMPANY, THE OWNER OR BY OTHERS, AND THE INFORMATION MAY BE INCOMPLETE, OR MAY SE OBSOLETE BY THE TIME CONSTRUCTION COMMENCES.

THE ENGINEER HAS UNDERTAKEN NO FIELD VERIFICATION OF THE LOCATION, DEPTH, SIZE OR TYPE OF EXISTING UTILITY LINES, PIPELINES, OR UNDERGROUND UTILITY LINES, MAKES NO REPRESENTATION PERTAINING THERETO, AND ASSUMES NO RESPONSIBILITY OR LIABILITY THEREFORE. THE CONTRACTOR SHALL INFORM ITSELF TO THE LOCATION OF ANY UTILITY LINE, PIPELINE OR UNDERGROUND UTILITY LINE IN OR NEAR THE AREA OF THE WORK IN ADVANCE OF AND DURING EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE OF ANY AND ALL DAMAGE CAUSED BY IT'S FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, LUNES, PIPELINES, OR UNDERGROUND UTILITY LINES, THE CONTRACTOR SHALL COMPLY WITH STATE STATUTES, MUNICIPAL AND LOCAL ORDINANCES, RULES, AND REGULATIONS, IF ANY, PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES IN PLANNING AND CONDUCTING EXCAVATION, WHETHER BY CALLING OR NOTIFYING THE UTILITIES, COMPLYING WITH "NM ONE CALL" PROCEDURES, OR OTHERWISE.

# ELECTRICAL SYMBOL LEGEND SYMBOL DESCRIPTION O CEILING OUTLET AND FIXTURE FLUGRESCENT OUTLET AND FIXTURE DUPLEX CONVENIENCE OUTLET, UP 18" A.F.F. UNLESS INDICATED OTHERWISE DUPLEX CONVENIENCE OUTLET, GROUND FAULT CIRCUIT INTERRUPTER, UP 18" A.F.F. UNLESS INDICATED OTHERWISE. JUNCTION BOX FLUSH IN WALL, HEIGHT AS INDICATED ON DRAWINGS, WITH CONNECTION TO EQUIPMENT. BRANCH CIRCUIT PANELBOARD, REFER TO PANEL SCHEDULE FOR CHARACTERISTICS CONCEALED BRANCH CIRCUIT WITH CONDUCTORS AS INDICATED, NEUTRAL, HOT, SWITCH LEG AND GROUND RESPECTIVELY. HOME RUN TO PANELBOARD WITH BRANCH CIRCUIT NUMBERS INDICATED.

NOTES: • LIGHTING FIXTURES ARE OF TYPE AS INDICATED ON LIGHT FIXTURE SCHEDULE U.N.O.
• ALL MOUNTING HEIGHTS ARE TO CENTERLINE OF DEVICE U.N.O.

MOUNTING HEIGHTS FOR DEVICES CALLED OUT AT 18" A.F.F. ARE TO THE BOTTOM OF THE DEVICE UNLESS OTHERWISE NOTED,

MOUNTING HEIGHTS FOR DEVICES CALLED OUT AT 48" A.F.F. ARE TO THE TOP OF THE DEVICE UNLESS OTHERWISE NOTED.

ANY SECULO PETALS ACCUSE MAINTENED INTOLESS.

 ANY SPECIFIC DETAILS ABOYE (MOUNTING HEIGHTS, PART NUMBERS, CONNECTION METHODS, ETC), MAY BE MODIFIED OR REPLACED BY INFORMATION ON PLANS, SCHEDULES, DETAILS, RISERS, ETC. DETAILS NOT SPECIFICALLY MODIFIED REMAIN AS GIVEN ABOYE.



CONSULTING ENGINEERS 5353 WYOMING BLVD. N.E. STE. 24, ABUQUERQUE, NM. 87109 505.242.4435 MARTINIMARTINGOM



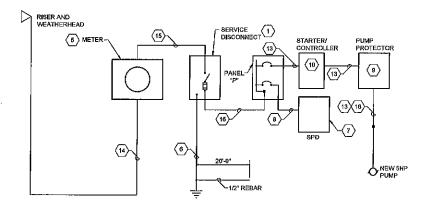
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WATER TREATMENT SYSTEM IMPROVEMENTS CHUPADERO WATER -SEWAGE CORPORATION

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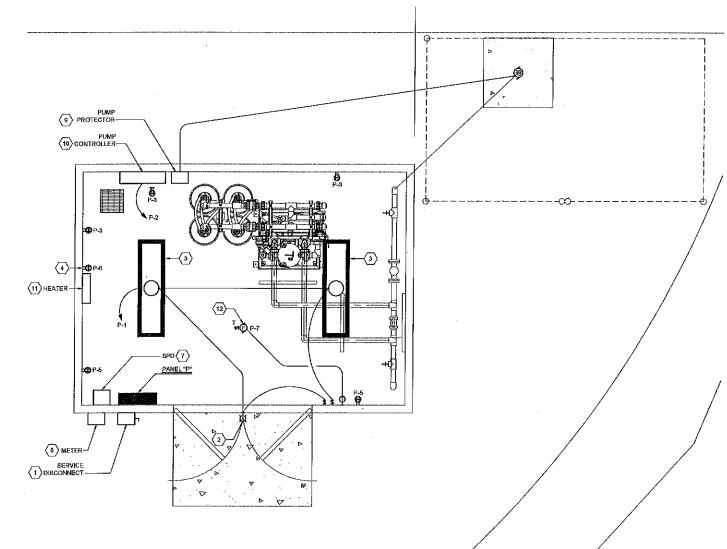
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# POWER RISER DIAGRAM

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TREATMENT BUILDING PLAN - ELECTRICAL

# **ELECTRICAL SPECIFICATIONS**

- A. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL FACILITIES IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, PLANS AND ASSOCIATED NOTES, NATIONAL ELECTRICAL CODE, STATE & LOCAL CODES, AND IN A WORKMANLIKE MANNER.
- B. CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS AT JOS SITE,
- C. THE ELECTRICAL CONTRACTOR SHALL INSTALL ALL CONTROLS AND MAKE REQUIRED CONNECTIONS TO EQUIPMENT FURNISHED BY OTHERS.
- D. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID THE COSTS OF ALL PERMITS. TESTS AND INSPECTIONS, AND VISIT THE SITE OF WORK BEFORE SUBMITTING BID.
- E. THE ELECTRICAL CONTRACTOR SHALL GOORDINATE HIS WORK WITH THE OTHER TRADES AND REFER TO ARCHITECTURAL PLANS TO DETERMINE THE EXACT LOCATION OF OUTLETS.
- F. THE ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR AFTER DATE OF ACCEPTANCE.
- G. A SET OF MARKED UP PRINTS SHALL BE PREPARED SHOWING ALL CHANGES MADE DURING CONSTRUCTION AND TURN IT OVER TO THE OWNER AT THE END OF THE JOB, ALL CHANGES MUST HAVE THE OWNERS APPROVAL.
- H. ANY DISCREPANCY BETWEEN MATERIAL DESCRIPTION AND CATALOG NO. SHALL BE BROUGHT TO THE ARCHITECTS, ENGINEERS, OR OWNERS ATTENTION IMMEDIATELY.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR CATALOG CUT SHEETS ON ALL CONTACTORS, LIGHTING WHICH MAY BE SUBSTITUTED FROM THAT SPECIFIED IN CONTRACT DOCUMENTS.
- J. INTERRUPTION OF ANY ELECTRICAL SERVICES SHALL BE COORDINATED WITH THE OWNER AT LEAST 7 DAYS PRIOR TO THE INTENDED OUTAGE AND SHALL BE REQUESTED IN WRITING WITH A COPY TO THE ARCHITECT AND OWNER,
- K. ALL CONDUCTORS TO BE #12 AWG TW EXCEPT WHERE OTHERWISE SHOWN OR NOTED, IT IS PERMISSIBLE FOR THE CONTRACTOR TO USE THHIN WIRING IN EXISTING CONDUITS.
- L. 120 YOLT BRANCH CIRCUIT RUNS WHICH EXCEED ONE HUNDRED FEET (100°) IN LENGTH SHALL BE #10 TW.
- PROVIDE SEPARATE COLOR CODING FOR 240 VOLT 3Ø CIRCUITS, MAINTAIN SAME COLOR CODING THROUGHOUT,
- N. CONDUIT SHALL BE ROUTED CONCEALED WHERE POSSIBLE IN FLOORS, WALLS OR CEILINGS IN A NEAT WORKMANLIKE MANNER.
- O. CONDUIT BEING RUN EXPOSED ON CEILING OR WALL SHALL BE DONE IN A NEAT WORKMANLIKE MANNER, MAKING ALL RUNS STRAIGHT AT PARALLEL OR PERPENDICULAR ANGLES TO BUILD STRUCTURE.
- P. ALL CONDUITS WHICH COME IN CONTACT WITH EARTH SHALL BE WRAPPED IN SCOTCHRAP-51 OR PLASTIC COATED. ALL FEEDERS AND HOMERUNS SHALL BE 1'MINNUM.
- Q. ANY EXPOSED WIREMOLD, CONDUIT, BOXES, ETC. SHALL BE PAINTED TO MATCH WALL FINISH THAT IT IS INSTALLED ON.
- R. ALL DUPLEX RECEPTACLES SHALL BE HUBBELL #5382-IVORY.
- S. ALL COVERPLATES SHALL BE STAINLESS STEEL,
- T. ALL PULLBOXES SHALL BE CONSTRUCTED OF CODE-GAUGE GALVANIZED SHEET METAL, NOT LESS THAN THE MINIMUM SIZE RECOMMENDED BY THE N.E.C.,"
- U. PANELBOARDS SHALL HAVE A CIRCUIT BREAKER RATED 10,000 AIC.
- FURNISH AND INSTALL ALL CHANNELS REQUIRED FOR THE SUPPORT OF ALL EQUIPMENT.

# KEYED NOTES 🔘

- PROVIDE AND INSTALL A FUSIBLE DISCONNECT SWITCH, 100 AMP- 2 POLE, 250 VOLT, SN AND GROUND LUG, NEMA 3R ENCLOSURE, FUSE AT 100 AMPS.
- PROVIDE AND INSTALL AN EXTERIOR FLOOD LIGHT, DUAL HEAD, WITH 2 LED HEADS AND MOTION SENSOR AND FOXTURE MOUNTED PHOTOCELL AS MANUFACTURED BY HUBBELL OUTDOOR LIGHTING #ML-21.3K-1-DB WITH #MS-DB MOTION SENSOR WITH PHOTO CONTROL OR APPROVED EQUAL. ADJUST HEADS AND ADJUSTABLE SETTINGS PER OWNERS REQUIREMENTS,
- PROVIDE AND INSTALL LENSED, LED STRIP FIXTURE, AS MANUFACTURED BY HUBBELL LIGHTING #CSL4-4040 OR APPROVED EQUAL.
- 4. DUPLEX RECEPTACLE FOR HEATER,
- 5. PROVIDE AND INSTALL METER ENCLOSURE PER PNM DRAWING MS-2-2.0.
- 6. PROVIDE AND INSTALL A 5/8" x 10°-0" GROUND ROD AND A 20°-0" 1/2" REBAR IN THE CONCRETE FLOOR, GROUND SYSTEM PER NEC 250 AND PER THE STATE ELECTRICAL CODE. EXTEND A #4 GROUND CONDUCTOR FROM THE GROUND ROD AND REBAR TO THE GROUNDING LIUS IN THE DISCONNECT SWITCH.
- PROVIDE AND INSTALL A SURGE PROTECTION DEVICE, SPD SHALL BE AS MANUFACTURED BY CURRENT TECHNOLOGY #TG9-050-240-2G-PN-B-M2-F OR APPROVED EGUAL, CONNECT TO A 30A-2P CIRCUIT BREAKER WITH CURRENT TECHNOLOGY #HPI-BY CABLE.
- 8. EXTEND CURRENT TECHNOLOGY #HPI-6Y CABLE IN CONDUIT FROM 8PD TO CIRCUIT BREAKER IN PANEL.
- PROVIDE AND INSTALL A 230V, SINGLE PHASE PUMPTEC-PLUS PROTECTOR AS MANUFACTURED BY FRANKLIN ELECTRIC #5800060100.
- 10. PROVIDE AND INSTALL A NEW 230V, SINGLE PHASE SUBMERSIBLE PUMP STARTER/CONTROLLER, AS MANUFACTURED BY FRANKLIN ELECTRIC #EPS1-S1P-R-32 WITH HOA SELECTOR SWITCH, RUN PILOT LIGHT (EPS-RP-L-120V), FAULT PILOT LIGHT (EPS-FP-L-120V), 230V SURGE SUPPRESSOR (EPS-SRG-240V), AND FLOAT SWITCH CONTROL TERMINALS (EPS-2FC). FIELD VERIFY SUBMERSIBLE PUMP MOTOR RATING PRIOR TO PURCHASING THE CONTROLLER.
- 11, PROVIDE AND INSTALL A WALL MOUNTED GLASS PLATE PANEL RADIANT 750-1500 WATT HEATER AT 5-0" AFF. UNIT SHALL BE PROVIDED WITH A 120 VOLT LINE VOLTAGE THERMOSTATAT, MOUNT THERMOSTAT AT 6" AFF. HEATER SHALL BE MANUFACTURED BY AURA MODEL #DFGP15120B OR APPROVED EQUAL,
- .12. PROVIDE AND INSTALL A ROOF MOUNTED EXHAUST FAN, 1250 CFM, 120 VOLT, SINGLE PHASE, WITH A BOTTOM MOUNTED GRAVITY DAMPER AND A 120 VOLT LINE VOLTAGE THERMOSTAT, EXTEND A ROUND DUCT FROM THE DAMPER TO FLUSH WITH CELLING SURFACE. PROVIDE A VENIT COVER OVER DUCT CELLING PENETRATION. PROVIDE ROOF CURB FOR FAN. PROVIDE WATER TIGHT SEAL AROUND ROOF PENETRATION AND TO THE ASPHALT ROUL ROOFING MATERIAL. FAN SHALL BE AS MANUFACTURED BY MASTER FLOW #PRZDWW WITH GRAVITY DAMPER OR APPROVED EQUAL.
- 13. 3#6 THWN-2 CU AND 1#10 CU GROUND IN A 1" CONDUIT.
- 14. 3#2 THWN-2 CU IN 1-1/4" CONDUIT. COORDINATE EXTENSION AND FINAL REQUIREMENTS WITH PNM PRIOR TO INSTALLATION.
- 15. 3#2 THWN-2 CU AND 1#8 CU GROUND IN A 1-1/4" CONDUIT.
- 16. SPLICE NEW CONDUCTORS TO NEW SUBMERSIBLE WELL PUMP CABLE AT WELL.

PANEL: "P" SOURCE:,				V-1Ø-3V FEED:	TOP	-	MAINS: IAIN BRE	AKER: MI	AIC: 10,000  O MOUNTING: SURFACE
DESCRIPTION	BRKR	LOAD (VA)	CCT NO.		D (VA) ØB	CCT NO.	LOAD (VA)	BRKR	DESCRIPTION
LIGHTING	20A/1P	107	1	3467		2	3360	60A	SHP WELL PUMP
RECEPTACLES	20A/1P	540	3		3900		3360	2P	
RECEPTACLES	20A/1P	360	5	1860		6	1600	20A/1P	HEATER
EXHAUST FAN	20A/1P	120	7		120	8		20A/1P	SPARE
SPARE	20A/1P		9	,		10		20A/1P	SPARE
SPARE	20A/1P		11			12		1P	SPACE ONLY
SPARE	1P		13			14		1P	SPACE ONLY
SURGE PROTECTION	30A		15			16		19	SPACE ONLY
	2P		17	,		1B	•	1P	SPACE ONLY
	TOTA	L LOAD {	VA)	5327	4020	]			DOOR-IN-DOO

LOAD SUMMARY-PA	NAME E	
DESCRIPTION		
PANELBOARD "P" ESTIMATED DEMAND PER NEC 220		
EQUIPMENT (1,6 KVA CONN)	1.6	KVA
RECEPTACLES (0.9 KVA CONN) FIRST 10 KVA AT 100% REMAINING AT 50%	e.p	KVA
LIGHTING (0,1 KVA CONN) AT 125% (CONTINUOUS LOAD)	0,1	KVA
PUMP (6.7 KVA GONN) AT 125%	B.4	KVA
TOTAL ESTIMATED LOAD:	11.0	KVA
46 AMPERES AT 120/240V-12	-3W	
MINIMUM SERVICE CAPACITY ≃126% x TOTAL ESTIMATED LOAD	13,8	KVA
57 AMPERES AT 120/240V-1Ø	-3W	
. MINIMUM RECOMMENDED SERVICE SIZE =	100	AMP







WATER TREATMENT
SYSTEM IMPROVEMENTS
CHUPADERO WATER SEWAGE CORPORATION
ELECTRICAL TREATMENT SYSTEM
AND BUILDING DETAILS

 Number
 17.1400
 No.
 Issue / Revision
 Date
 No

 Manager
 FFR
 Presign By FFR

Shoot Number

E-102