

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BID



IFB# 2017-0137-PW/KE

**CONSTRUCTION SERVICES
FOR THE
NANCY RODRIGUEZ COMMUNITY CENTER**

NOVEMBER 2016

SANTA FE COUNTY

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ADVERTISEMENT

**INVITATION FOR BIDS
Construction Services for the Nancy Rodriguez
Community Center Project
IFB# 2017-0137-PW/KE**

The Santa Fe County Public Works Department requests bids for the purpose of procuring a licensed construction company for the Nancy Rodriguez Community Center Site Upgrades Project. The work consists of upgrades to the site that will improve vehicular and pedestrian access, parking, landscape irrigation, features and structures. 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 (MST) on Tuesday, December 6, 2016 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, N.M. 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the IFB package.

A MANDATORY Pre-Bid Conference & Site Visit will be held on Thursday, November 17, 2016 at 11:00 AM (MST) at the Nancy Rodriguez Community Center located at 1 Prairie Dog Loop, Santa Fe, N.M. 87507. Both the Pre-Bid Conference & Site Visit will be MANDATORY to submit a bid for the subject Procurement.

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.

An Invitation for Bid packages is available by contacting Karen K. Emery, Santa Fe County, by telephone at (505) 992-6759, by email at kkemery@santafecountynm.gov or by accessing the Santa Fe County website at http://www.santafecountynm.gov/asd/current_bid_solicitations

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

Santa Fe County
Publish: November 6 & 7, 2016

INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County for the construction of the Nancy Rodriguez Community Center upgrades and improvements in accordance with the specifications and other contract documents prepared by Morrow Reardon Wilkinson Miller, LTD, Albuquerque, NM 87108.

1. **LOCATION AND DESCRIPTION OF WORK:** The Nancy Rodriguez Community Center is located at 1 Prairie Dog Loop, Santa Fe, NM 87507. It is an existing facility owned by Santa Fe County and is for the use of County residents and is to be used primarily for public purposes, which benefit the community. Priority for using the Centers is given to public events and activities open and geared toward the community at large. The Centers are managed by the Senior Services Division of the Community Services Department.

The existing facility needs upgrades to the site that will improve vehicular and pedestrian access, parking, landscape irrigation, features and structures. The following is included but not limited to:

SCOPE OF WORK #1 – Base Bid:

- Demolition.
- Grading.
- Concrete and Asphalt paving with parking striping.
- Cast-in-place concrete.
- Installation of an existing (now in storage) 30' x 30' steel frame, shade structure on new concrete footing and concrete slab.
- Site furnishings.
- Planting.
- Re-vegetation seeding.
- Gravel.
- Irrigation to new landscape planting and improvements to the existing water cistern and collection system.
- Sub-surface conduit for a future photovoltaic system.
- Upgrades to the existing entry sign to the facility.

SCOPE OF WORK #2 – Add Alternate 1:

- Mill and dispose of the top of existing asphalt at parking area to 1-1/2" depth. Clean surface and apply tack coat prior to installing 1-1/2" asphalt resurface. Complete in place.

SCOPE OF WORK #3 – Add Alternate 2:

- Install 3" depth of asphalt over existing base course entry drive. Prior to installing asphalt. Rip existing base course to a 6" depth, level, and re-compact course material. Complete in place.

- Construct 18” by 6” thick concrete edger at edge of asphalt entry drive, complete in place.

SCOPE OF WORK #4 – Add Alternate 3:

- Replace metal paneling on 30’ x 30’ shade structure with metal paneling to match metal green roofing material on building. Complete in place.

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 be in the form of unit pricing as per items listed on the bid sheets.

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.

2. TIME AND PLACE OF RECEIVING AND OPENING BIDS: This information will be found in the "Advertisement for Bids", page 3 of this IFB. A bid received after the specified time will not be considered and will be returned to the bidder unopened.
3. SPECIFICATIONS: The construction of this project will be in accordance with the specifications and drawings provided by the County, which are included in this bid package.
4. CONTRACT TIME: The number of days for the completion of work (the contract time) is 120 working days.
5. COPIES OF BIDDING DOCUMENTS: Bid Documents are available by contacting Karen K. Emery, Santa Fe County, by telephone at (505) 992-6759 or by email at kkemery@santafecountynm.gov, or by visiting our website at www.santafecountynm.gov/asd/current_bid_solicitations.

Bidders shall use complete sets of Bidding Documents in preparing bids; the owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

6. Mandatory Pre-Proposal Conference and Site Visit: A Pre-Bid Conference and Site Visit will be held on **Thursday, November 17, 2016 at 11:00 AM** at the Nancy Rodriguez

Community Center located at 1 Prairie Dog Loop, Santa Fe, N.M. 87507. Attendance at the pre-proposal conference is **MANDATORY in order to submit a bid for this proposal.**

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 visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder’s personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.
8. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the printer, as having received the bidding documents at least five (5) 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:

Karen K. Emery, Procurement Specialist Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Ph. (505) 992-6759
Fax (505) 989-3243
Email – kkemery@santafecountynm.gov

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

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

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

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

9. PREFERENCES IN PROCUREMENT:

New Mexico In-state Preference.

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

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

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

OR

B. *New Mexico Resident Veteran Preference.*

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

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

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

The resident contractor preference is not cumulative with the resident veteran contractor preference.

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

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

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

10. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:** The contractor shall be required to fully comply with the Subcontractors Fair Practices Act, NMSA 1978, 13-4-31 to 13-4-42.
 - A. The contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
 - B. Any subcontractor who will be providing more than \$5,000 or one-half of one percent of the architect's or engineer's estimate of the total project cost (not including alternates) whichever is greater for any service, must be listed on the Subcontractor Listing. The subcontractor listing threshold for this IFB is \$5,000.

11. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.

12. **WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT:** The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

A contractor or subcontractors who submit a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act must be registered with the New Mexico Workforce Solutions at the time of the bid opening. The registration number shall be provided in the bid submitted by the contractor in the space provided for subcontracts with work proposed. After the bid opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration numbers are *"inactive"* and the contractor does not provide proof of the required registration for itself or its subcontractors for work proposed over sixty thousand dollars (\$60,000).

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

13. **BID FORM:**
 - A. The bid forms are included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.
 - B. Bid forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error

in extensions in the unit price schedule the unit price shown in written words shall govern.

- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - D. Bids by partnerships must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the partnership must be shown below the signature.
 - E. All names must be typed or printed below the signature.
 - F. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the bid form).
14. **BID SECURITY:** Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid. Such bid security shall be in the form of a certified or cashier's check made payable to the County or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department.
- By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the County and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.
- The County will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.
15. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
16. **QUALIFICATION OF BIDS:** All contractors and subcontractors must have a valid New Mexico license appropriate to the work herein specified at the time the bid is submitted.
17. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the "Advertisement for Bids" on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Karen K. Emery, Procurement Specialist, Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
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:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
- A. Bid Proposal – Include name of bidder, type of organization, contractor’s license number and DOL registration number and all required signatures.
 - B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder’s name, title, address, telephone number, contractor’s license number and type, United States Treasury number, resident preference certificate, if applicable, and all required signatures.
 - C. Bid Sheet-Include best price offered, excluding GRT.
 - D. Non-Collusion Affidavit for Prime Bidder Form-Include all required notarized signatures.
 - E. Certification of Non-Segregated Facilities Form-Include all required notarized signatures.
 - F. Certification of Bidder Regarding Equal Employment Opportunity Form-Include all required signatures.
 - G. Bid Bond-Include all required notarized signatures.
 - H. Bid Security- Shall be in the form of a certified or cashier’s check made payable to the County or a surety bond issued by a surety.
 - I. Subcontractor’s Listing Form-List of all subcontractors performing work over \$5,000.00, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
 - J. Campaign Contribution Disclosure Form-Include all required signatures.

K. Valid certificate of resident business or resident contractor.

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

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 the alternate(s); or (iii) the lowest bid including the base bid and any combination of the alternates.
 - C. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the County for a lower bid if the lowest bid is within **ten percent** over budgeted project funds in order to prevent all bids from being rejected. No change in the original scope and/or terms and conditions will be allowed. Negotiations may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the County.
 - D. Alternates may be accepted and awarded in any manner or order based on available budget. The County reserves the right not to award any particular alternate.
24. LIQUIDATED DAMAGES: Liquidated damages in the amount of five hundred dollars (\$500.00) per each 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.
27. PERMITS: It is the responsibility of the contractor and each subcontractor to obtain permits and inspections required by the County and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.

28. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
29. **QUANTITIES:** The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for work actually performed.
30. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.
31. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
32. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
33. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
34. **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 re-advertised 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 exhibit to the contract.
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 thousand twenty five 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 architect 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. DOUBLE-SIDED DOCUMENTS. All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse..."all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".
48. LIVING WAGE: Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage) as amended by 2014-5.

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BID PROPOSAL
IFB# 2017-0137-PW/KE
Construction Services for the Nancy Rodriguez
Community Center Site Upgrades Project

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

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

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

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

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

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

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

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

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**

FROM: _____

_____ hereinafter called "Bidder".

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

hereinafter called "CONTRACTING AGENCY",

BID FOR: **IFB# 2017-0137-PW/KE**
PROJECT: **Construction Services
for the Nancy Rodriguez Community Center**

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 Nancy Rodriguez Community Center Site Upgrades Project, in accordance with the above listed documents.

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

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

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

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

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

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

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

Respectfully submitted:

Name of Bidder: _____

Official Address: _____

By: _____
(Signature)

Title: _____

Date: _____

Telephone No.: _____

*New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

Resident Preference Certificate Number: _____

BID SHEETS
BID ITEMS FOR THE
Nancy Rodriguez Community Center Site Upgrades

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
1	<p>Demolition, removal and disposal of items specified to be removed.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
2	<p>3" depth of asphalt for parking lot including subgrade prep., complete in place</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	SF	15,610	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
3	<p>Surveying and Staking</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
4	<p>Mobilization</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
5	<p>Grading</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
6	Construct 4" concrete pavement, complete in place. Unit Cost Written in Words _____ Dollars & Cents	SF	3,000	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
7	Re-use parking bumper and install, complete in place. Unit Cost Written in Words _____ Dollars & Cents	SF	9	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
8	Furnish and install parking bumper, complete in place. Unit Cost Written in Words _____ Dollars & Cents	SF	3	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
9	Install group 30'x'30' shade structure (reinstallation), complete in place. Unit Cost Written in Words _____ Dollars & Cents	LS	1	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
10	Furnish and install concrete curb and gutter, complete in place. Unit Cost Written in Words _____ Dollars & Cents	LF	120	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
11	Construct concrete seat wall at reinstalled shelter, complete in place. Unit Cost Written in Words _____ Dollars & Cents	LF	60	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
12	Re-use post and cable fence and install, complete in place. Unit Cost Written in Words _____ Dollars & Cents	LF	253	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
13	Furnish and install post and cable fence, complete in place. Unit Cost Written in Words _____ Dollars & Cents	LF	265	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
14	Deciduous shade tree, 2" caliper, 10'-12' ht., complete in place. Unit Cost Written in Words _____ Dollars & Cents	EA	16	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents
15	Evergreen tree, 6'-8' ht., complete in place. Unit Cost Written in Words _____ Dollars & Cents	EA	3	Unit Cost Written in Numbers _____ Dollars & Cents	Extended Price Written in Numbers _____ Dollars & Cents

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
16	<p>Shrub, 5 gallon, complete place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	EA	126	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
17	<p>Native grass/ wildflower re-vegetation, complete place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	SF	24,865	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
18	<p>Crusher fines, 3" depth over weed barrier fabric, complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	SF	3,870	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
19	<p>2"-4" Santa Ana Tan mulch, 3" depth at bio swale, complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	SF	860	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
20	<p>Bio swale water retention sponge, complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	EA	12	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
21	<p>Irrigation system and cistern renovation, complete in place.</p> <p>Unit Cost Written in Words</p> <p>_____</p> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>
22	<p>Parking lot striping, complete in place.</p> <p>Unit Cost Written in Words</p> <p>_____</p> <p>Dollars & Cents</p>	LF	1,290	<p>Unit Cost Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>
23	<p>Sign renovation, complete in place.</p> <p>Unit Cost Written in Words</p> <p>_____</p> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>
24	<p>6' long picnic table provided by Owner installed by Contractor (surface mount), complete in place.</p> <p>Unit Cost Written in Words</p> <p>_____</p> <p>Dollars & Cents</p>	EA	2	<p>Unit Cost Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>
25	<p>8' long ADA picnic table provided by Owner installed by Contractor (surface mount), complete in place.</p> <p>Unit Cost Written in Words</p> <p>_____</p> <p>Dollars & Cents</p>	EA	2	<p>Unit Cost Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <p>_____</p> <p>Dollars & Cents</p>

Bid Item No.	SHORT DESCRIPTION	UNIT	QTY	UNIT COST (\$)	EXTENDED PRICE (\$)
26	<p>Furnish and install trash receptacle, complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	EA	2	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
27	<p>Informational sign (5'x5') provided by Owner and installed by Contractor in concrete footing, complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
28	<p>NPDS compliance incl. preparation of SWPPP, NOI, NOT, implementation and removal of BMPs, complete.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LS	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
BASE BID TOTAL IN NUMBERS					
BASE BID TOTAL WRITTEN IN WORDS					

ADDITIVE ALTERNATE #1					
A1	<p>Additive alternate #1: Mill and dispose of the top of existing asphalt to 1-1/2" depth. Clean surface and apply tack coat prior to installin 1-1/2" asphalt resurface. Complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	SF	8,270	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
ADDITIVE ALTERNATE #2					
A2	<p>Additive Alternate #2: Install 3" depth of asphalt over existing base course entry drive. Prior to installing asphalt rip existing base course to a 6" depth, level, and re-compact course material. Complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	SF	13,570	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
A2	<p>Additive Alternate #2: Construct 18" by 6" thick concrete edger at edge at of asphalt entry drive, complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	LF	36	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>

ADDITIVE ALTERNATE #3					
A3	<p>Additive Alternate #3: Replace metal paneling on 30'x30' shade structure with metal paneling to match metal green roofing material on building. Complete in place.</p> <p>Unit Cost Written in Words</p> <hr/> <p>Dollars & Cents</p>	EA	1	<p>Unit Cost Written in Numbers</p> <hr/> <p>Dollars & Cents</p>	<p>Extended Price Written in Numbers</p> <hr/> <p>Dollars & Cents</p>
ADDITIVE ALTERNATES TOTAL IN NUMBERS					
ADDITIVE ALTERNATES TOTAL WRITTEN IN WORDS					

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) They are the _____ of _____ the Bidder that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

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

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

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2016.

NOTARY PUBLIC

My Commission Expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

- (1) It is the _____ of _____, hereinafter referred to as the "Subcontractor".
- (2) It is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.
- (3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and
- (5) The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2016.

Notary Public

My Commission Expires: _____

SUBCONTRACTS

- A. The contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until it has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.
- B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.
- C. The contractor shall be as fully responsible to Santa Fe County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by them.

- D. The contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced.
- E. Nothing contained in the contract shall create any contractual relation between any subcontractor and Santa Fe County.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

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

Yes ____ No ____

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

Yes ____ No ____

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

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

Yes ___ No ___

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

Yes ___ No ___

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

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

BID BOND

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

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2016, for the Construction Services for the Nancy Rodriguez Community Center Site Upgrades Project, Santa Fe, New Mexico.

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

C. SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

BIDDER

(SEAL)

By: _____
PRINCIPAL

WITNESS

By: _____
SURETY

WITNESS

Title: _____

PERFORMANCE BOND

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

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2016, with the COUNTY for the Nancy Rodriguez Community Center Site Upgrades in Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the “Contract.”

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

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

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

WHEREAS, the PRINCIPAL has a written contract dated _____, 2016, with the
COUNTY for the Nancy Rodriguez Community Center Site Upgrades in Santa Fe County, New Mexico,
which must be constructed in accordance with drawings and specifications which contract is referenced
and made a part hereof, and is hereinafter referred to as the "Contract."

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

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY’S Authorized New Mexico Agent

SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

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):		
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):		
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Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept. of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM
IFB# 2017-0137-PW/KE**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to **Karen K. Emery** no later than **November 17, 2016** to receive any addenda for this solicitation.

Only Bidders that return this form in a timely manner and attend the Mandatory Pre-Bid Conference and Site Visit will receive copies of addenda to this IFB.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____ Date: _____
(Signature)

Name: _____
(Printed)

Title: _____

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

Karen K. Emery
 Santa Fe County
 Purchasing Division
 142 W. Palace Avenue
 Santa Fe, NM 87504
 Phone: (505) 992-6759 Fax: (505) 989-3243
 E-mail: kkemery@santafecountynm.gov

APPENDIX B**CAMPAIGN CONTRIBUTION DISCLOSURE**

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

**N.M. WAGE DETERMINATION
(As Follows)**



STATE OF NEW MEXICO
 NEW MEXICO DEPARTMENT OF
 WORKFORCE SOLUTIONS
 Labor Relations Division
 121 Tijeras Ave NE, Suite 3000
 Albuquerque, NM 87102
www.dws.state.nm.us

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

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

General Contractor

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

Subcontractor

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



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

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

Additional Information

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

CONTACT INFORMATION

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

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

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.

APPENDIX D

Resident Veterans Preference Certification

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

Please check one box only:

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX E

SPECIFICATIONS AND PLANS

SECTION 031000 – CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section includes formwork for cast-in-place concrete, including water stops, and installation of embedded items.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Reinforcement – Section 032000
- B. Cast-In-Place Concrete – Section 033000

1.3 QUALITY ASSURANCE

- A. Comply with the American Concrete Institute Standard, ACI 347-04, And Recommended Practice for Concrete Formwork.

1.4 REFERENCE STANDARDS

- A. American Society for Testing Materials (ASTM)
 - 1. ASTM D 226-05 Specification for Asphalt – Saturated Organic Felt used in Roofing and Waterproofing.
 - 2. ASTM D 1751-04 Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood complying with U.S. Product Standard PS-1-83 “B-B (Concrete Form) Plywood”, Class I, Exterior Grade or better or metal, metal-framed plywood or other acceptable panel-type materials. Plywood shall be mill-oiled and edge-sealed, with each piece bearing legible inspection trademark. Furnish in largest practicable sizes to minimum number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Forms for Unexposed Finish Concrete: Use plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings: Commercial formulation that will not bond with, stain, or adversely affected concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- D. Chamfer Strips: 3/4” by 3/4” wood, PVC, or rubber.

NANCY RODRIGUEZ COMMUNITY CENTER SITE IMPROVEMENTS

- E. Preformed Construction Joint: 24-gage steel, galvanized, shaped to form a continuous tongue and groove key.
- F. Preformed Control Joint: Rigid plastic or metal strip with removable top section.
- G. Expansion Joint Material: Asphalt saturated fiberboard, ½” thick, meeting the requirements of ASTM D 1751.
- H. Felt: Asphalt-saturated organic felt, weighing 30 pounds per 100 square feet, meeting the requirements of ASTM D 226.

PART 3 – EXECUTION

3.1 COORDINATION

- A. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel. Set screeds accurately. Embedded items shall be accurately aligned and adequately supported. Verify installation of mechanical, plumbing, and electrical items to be embedded in concrete. Correct any unsatisfactory condition before proceeding further.

3.2 PREPARATION

- A. Form Coating: Coat contact surfaces of forms with a form coating compound before reinforcement is placed. Thin form-coating compounds with thinning agent and apply as specified in manufacturer’s instruction. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed.

3.3 INSTALLATION

- A. Formwork: Formwork shall support vertical and lateral loads that are applied until such loads can be supported by concrete structure. Formwork shall be readily removable without impact, shock or damage to cast –in- place concrete surfaces and adjacent materials. Construct forms to sizes, shapes, lines and dimensions shown. Perform surveys to obtain accurate alignment. Provide for recesses, chamfers, blocking, anchorages, inserts, and other features required in work. Select materials to obtain required finishes. Butt joints solidly and provide backup at joints to prevent leakage of cement paste.
- B. Chamfer Strips: Provide at exposed corners and edges.
- C. Form Ties: Use factory fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal.
- D. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris before concrete is placed. Retighten forms and bracing after concrete placement as required to eliminate mortar leaks and maintain proper alignment.

3.4 INSTALLATION OF EMBEDDED ITEMS:

- A. General: Set anchorage devices and other embedded items accurately. Use setting drawings, diagrams, templates and printed instructions provided by supplier. Secure embedded items such that they are not displaced during placement of concrete.

3.5 JOINTS:

- A. Construction Joints: Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure. Place construction joints perpendicular to the main reinforcement. Continue reinforcement across construction joints unless noted otherwise.
- B. Keyways: Provide keyways at least 1-1/2" deep in construction joints in walls and slabs.
- C. Preformed Construction Joint For Slabs on Grade: Secure with galvanized steel stakes, 1/8" thick by 1-1/8 inches wide with 1/2" rib ad tapered point. Splice adjoining joints with 24 gage steel, galvanized splice plates.
- D. Isolation Joints in Slabs on Grade: Construct isolation joints in interior slabs using 30 lb. felt. Provide joints at points of contact between slabs on grade and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated. Construct isolation joints on exterior slabs abutting vertical surfaces with 1/2" thick expansion joint material.
- E. Control Joints in Slabs-on-Grade:
 - 1. Preformed Strip: Insert premolded rigid plastic, or metal strip into fresh concrete. Cut groove for strip using 10-foot long straight edge cutting tool. Depths of strip shall be one fourth of slab thickness. Press strip into groove such that top of strip is level with the concrete surface. Pull off removable top section, if any, prior to troweling.
 - 2. Saw Cut: Contractor may saw cut control joints instead of using preformed strips. Saw cut joints shall be 1/8 inch wide. Saw cut depth should equal 1/3 of slab depth. Cut joints after concrete has hardened sufficiently to prevent raveling; usually 4 to 12 hours after slab has been cast and finished. Use diamond or silicone-carbide blades.
- F. Control Joints in Walls: Create weakened planes in cantilevered retaining walls at 25 feet on center. Use preformed strips, placed vertically, full height in each face of wall. Depth of strips shall be one inch.

3.6 REMOVAL OF FORMWORK:

- A. General: Prevent excessive deflection, distortion, and damages to concrete when forms are stripped. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
- B. Formwork and supports at sides of concrete shall remain in place for 24 hours after concrete placement. This period represents cumulative number of hours, not necessarily consecutive, during which the temperature of the air surrounding the concrete is above 50 degrees F.

NANCY RODRIGUEZ COMMUNITY CENTER SITE IMPROVEMENTS

Formwork and shoring which support the weight of concrete shall not be removed until concrete has attained its specified compressive strength.

- C. Ensure safety of the structure. Do not superimpose any load on concrete until forms are removed and concrete is cured.

3.7 RE-USE OF FORMS:

- A. General: Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are intended for successive concrete placement, thoroughly clean surfaces and remove fins and latence. Align and secure joints to avoid offsets. Do not use “patched” forms for exposed concrete surfaces.

END OF SECTION

SECTION 032000 – CONCRETE REINFORCEMENT

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. This section includes fabrication and installation of deformed bar and welded wire fabric reinforcing steel.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Formwork – Section 031000.
- B. Cast In Place Concrete – Section 033000.

1.3 QUALITY ASSURANCE

- A. Reference Standards:

- 1. American Concrete Institute (ACI)

- a. ACI 301-02 Specifications for Structural Concrete for Buildings
- b. ACI 315-99 Details and Detailing of Concrete Reinforcement
- c. ACI 318-02 Building Code Requirements for Structural Concrete

- 2. ASTM International

- a. ASTM A 82/
A 82M-05 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
- b. ASTM A1064/
A1064M Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
- c. ASTM A 615/
A 615M-06 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

- 3. Concrete Reinforcing Steel Institute (CRSI)

- a. Design Handbook – 2002 Edition.

1.4 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for reinforcing steel. Comply with ACI 15 requirements showing layout, bar schedules, stirrup spacing, diagrams of bent bars, and arrangements of reinforcing steel. Shop Drawings shall not be made by reproduction of the Control Drawings.

NANCY RODRIGUEZ COMMUNITY CENTER SITE IMPROVEMENTS

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60. Stirrups and ties may be Grade 40.
- B. Welded Wire Fabric: ASTM A 185, flat sheets.
- C. Steel Wire: ASTM A 82, 16 gauge.
- D. Supports for Reinforcing Steel: Wire bar type and precast concrete block type meeting the requirements of CRSI Manual of Standard Practice.

2.2 FABRICATION

- A. Fabricate reinforcing steel in accordance with fabricating tolerances in ACI 315.
- B. Do not fabricate reinforcing steel until shop drawings are approved.

PART 3 – EXECUTION

3.1 PLACING BAR SUPPORTS

- A. General: Provide bar supports meeting the requirements of CRSI Specification for Placing Bar Supports.
- B. Slabs-on-grade: Use supports with sand plates or precast concrete blocks or horizontal runners where base material will not support chair legs.

3.2 PLACING REINFORCING STEEL

- A. General: Comply with CRSI Code of Standard Practice for “Placing Reinforcing Bars”.
- B. Clean reinforcing steel of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcing steel against displacement by formwork, construction, or concrete placement operations. Place reinforcing steel to obtain minimum coverages. Arrange, space and securely tie bars and bar supports to hold reinforcing steel in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
 - 1. Minimum cover for concrete exposed to earth or weather:
 - a. Bars larger than No. 5 3”
 - b. Bars No. 5 and smaller 2”
- D. Rebar Splices: Locate at points of minimum stress or as shown on contract drawings. Unless noted otherwise, provide lap splices 30 bar diameters (18” minimum) in length.
- E. Welded Wire Fabric Splices: Lap one complete wire spacing.

NANCY RODRIGUEZ COMMUNITY CENTER SITE IMPROVEMENTS

- F. Corner Reinforcing: Provide corner bars of same size and spacing as horizontal reinforcing steel. Lap with horizontal reinforcing 30 bar diameters of 18" minimum length.
- G. Reinforcing at Construction/Control Joints: Continue reinforcing steel through construction joints unless noted otherwise. Discontinue reinforcing steel 2 inches from performed construction joints in slabs-on-grade. Cut alternate longitudinal bars at weakened plane control joints in walls.

END OF SECTION

SECTION 033000 – CAST IN PLACE CONCRETE

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. This section covers cast-in-place concrete including finishing, surface repair and curing.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Formwork – Section 031000.
- B. Concrete Reinforcement – Section 032000.

1.3 QUALITY ASSURANCE

- A. Reference Standards: Meet the requirements of the following codes, specifications and standards.

- 1. American Concrete Institute (ACI)

- a. ACI 301-02 Specifications for Structural Concrete for Buildings
- b. ACI 306-90 Standard Specification for Cold Weather Concreting
- c. ACI 318-02 Building Code Requirements for Structural Concrete

- 2. ASTM International

- a. ASTM C 31/
C 31M-03a Standard Practice for Making and Curing Concrete Test Specimens in the Field
- b. ASTM C 33-03 Standard Specification for Concrete Aggregates
- c. ASTM C 39/
C 39M-05 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- d. ASTM C 94/
C 94M-05 Standard Specification for Ready-Mixed Concrete
- e. ASTM C 131-03 Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- f. ASTM C 136-06 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- g. ASTM C 143
C 143M-05a Standard Test Method for Slump of Hydraulic Cement Concrete
- h. ASTM C 150-05 Standard Specification for Portland Cement

NANCY RODRIGUEZ COMMUNITY CENTER SITE IMPROVEMENTS

i.	ASTM C 171-03	Standard Specification for Sheet Materials for Curing Concrete
j.	ASTM C 172-04	Standard Practice for Sampling Freshly Mixed Concrete
k.	ASTM C 173/ C 173M-91	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
l.	ASTM C 231-04	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
m.	ASTM C 260-01	Standard Specification for Air Entraining Admixtures for Concrete
n.	ASTM C 309-03	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
o.	ASTM C 330-05	Standard Specification for Lightweight Aggregates for Structural Concrete
p.	ASTM C 494/ C 494M-05a	Standard Specification for Chemical Admixtures for Concrete
q.	ASTM C 567-05a	Standard Test Method for Determining Density of Structural Lightweight Concrete
r.	ASTM C 618-05	Standard Specification for Coal Fly Ash and Raw or Calcined natural Pozzolan for Use in Concrete
s.	ASTM D 4318-05	Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data with application and installation instructions for proprietary materials and admixtures.
- B. Concrete Mix Design:
 - 1. Submit mix design in accordance with ACI-301, Section 4.
 - 2. Submit with mix design results of laboratory tests performed within previous 6 months indicating aggregates from the proposed source comply with the requirements of ASTM C 33 or C 330 as applicable.
 - 3. Submit the proposed area of use for each mix design submitted (footings, stemwalls, slabs, walls, columns, etc.).
- C. Test Reports: Submit copies of test reports for concrete compressive strength, air content, temperature and slump.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, low alkali. Use one brand of cement throughout project.
- B. Normal Weight Aggregates: ASTM C 33. Provide aggregates from a single source for exposed concrete.
- C. Lightweight Aggregates: ASTM C 330. Provide aggregates from single source for each class of concrete.
- D. Water: Potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Water Reducing Admixture: ASTM C 494.
- G. Fly-Ash: ASTM C 618, Class F.
- H. Moisture-Retaining Cover: Provide waterproof paper, polyethylene film, or polyethylene-coated burlap meeting the requirements of ASTM C 171.
- I. Liquid Membrane-Forming Curing Compound: Liquid type membrane-forming curing compound meeting the requirements of ASTM C 309; Type 1-D with fugitive dye for interior concrete and foundations; Type 2, white pigmented, for exposed exterior concrete except exposed exterior Architectural concrete, use Type 1-D.
- J. Vapor Barrier shall comply with Section 071000 of these Specifications.
- K. Granular base shall meet the following grading requirements when tested in accordance with ASTM C 136.

Sieve Size (Square Openings)	Percent Passing by Weight
1 inch	100
¾ inch	85-100
No. 4	45-95
No. 200	0-8

The plasticity Index shall be no greater than 3 when tested in accordance with ASTM D 4318. The coarse aggregate shall have a percent wear of 50 or less than tested in accordance with ASTM C.

2.2 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial mixture or field experience methods as specified in ACI 301, Section 4. If trial mixture method is used, employ an independent testing facility, acceptable to Architect, for preparing and reporting proposed mix designs.

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- B. Submit written reports to Architect, or Engineer, of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been approved.
- C. Structural lightweight concrete shall have a measured equilibrium density not exceeding 115 pounds per cubic foot when tested in accordance with ASTM C 567.
- D. Refer to the General Structural Notes for concrete strengths.
- E. Admixtures
 - 1. Use air-entraining admixture in all concrete, except air entrainment may be omitted from concrete to receive a steel trowel finish. The entrained air content for exterior concrete shall be 4-7 percent and for interior concrete the air content shall be 3-6 percent. Structural lightweight concrete may have an entrained air content up to a maximum of 10 percent.
 - 2. Use water reducing admixture conforming to ASTM C 494, Type A, in all concrete unless approved otherwise by the Structural Engineer.
 - 3. Use high range water reducing admixture conforming to ASTM C 494, Type F, in all concrete slabs unless approved otherwise by the Structural Engineer.
 - 4. All other admixtures shall have the written approval of the Architect or Structural Engineer.
 - 5. Calcium chloride is not permitted.
 - 6. All admixtures, except high range water reducers, shall be added to the concrete at the batch plant.
 - 7. Concrete for slabs to receive a steel trowel or float finish shall not contain both fly ash and high range water reducer.

PART 3 – EXECUTION

3.1 COORDINATION

- A. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel. Set screeds accurately. Embedded items shall be accurately aligned and adequately supported. Verify installation of mechanical, plumbing, and electrical items to be embedded in concrete. Correct any unsatisfactory condition before proceeding further.

3.2 PREPARATION

- A. Before placing concrete, clean and roughen surface of previously placed concrete. Clean reinforcing steel. Remove debris, providing clean-outs at bottom of forms when necessary. Moisten surfaces to receive concrete unless otherwise prepared. Remove excess water before placing concrete.

3.3 CONCRETE PLACEMENT

- A. General: Comply with ACI 301.
- B. Place concrete continuously in layers not deeper than 24 inches. Concrete shall not be placed against concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints. Deposit concrete as nearly as practicable to its final location to avoid segregation. Do not use vibrators to transport concrete.
- C. Maintain reinforcing in proper position during concrete placement operations.
- D. Consolidate concrete, immediately after placing, by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- E. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface. Do not disturb slab surfaces prior to beginning finishing operations.
- F. Cold Weather Concreting: Protect concrete work from physical damage or reduced strength caused by frost, freezing or low temperatures. Comply with ACI 306.1.
- G. Hot Weather Concreting: When hot weather conditions exist that would impair quality and strength of concrete, reduce delivery time of ready mix concrete, lower the temperature of materials, or add retarder to ensure that the concrete is plastic. Retempering with water is not allowed.

3.4 FINISH OF FORMED SURFACES

- A. Rough Form Finish: Provide where formed concrete surfaces are not exposed to view. Tie holes and surface imperfections shall be repaired and patched and fins and other projections exceeding ¼" in height rubbed down or chipped off.

3.5 FINISH OF HORIZONTAL SURFACES

- A. At tops of foundation walls and grade beams finish with a texture matching adjacent formed surfaces unless otherwise indicated.

3.6 SLAB FINISHES

- A. Float Finish: Begin floating when surface water has disappeared and when concrete has stiffened sufficiently to permit operation of power-driven or hand floats. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. The final surface finish shall have a minimum FF =35 and a minimum FL =25 per ALI requirements.
- B. Broom Finish: Apply on exterior slabs, ramps, steps, and sidewalks. Immediately after concrete has received a float finish, draw a broom or burlap belt across the surface to give a course transverse scored texture.

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3.7 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Continue curing for at least 7 days.
- B. Moisture-retaining cover curing: All interior concrete slabs are to be cured with a moisture retaining cover for the first 7 days. After that time, the cover shall be removed and the slab should be allowed to dry. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3” and sealed. Repair any holes or tears in cover during curing period.
- C. Curing compound: At contractor’s option, exterior concrete slabs may be cured using curing compound. All vertical concrete (walls, beams, etc...) shall be cured using curing compound – apply compound to the vertical surface as soon as the forms are removed. Apply curing compound uniformly in accordance with the manufacturer’s printed instructions. Curing compound shall NOT be used on interior slabs.

3.8 CONCRETE SURFACE REPAIRS

- A. Patching Surface Imperfections: Remove loose material and patch surface imperfections and holes left by tie rods with cement mortar. Surface imperfections include honeycomb, excessive air voids, sand streaking and cracks.

3.9 FOR EXPOSED-TO-VIEW SURFACES

- A. Blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

3.10 FIELD QUALITY CONTROL

- A. The Contractor shall employ the services of a qualified testing laboratory to perform tests and submit test reports.
- B. Sampling Fresh Concrete: ASTM C 172.
- C. Slump: ASTM C 143; one test for each set of compressive strength test specimens.
- D. Air Content: ASTM C 173 or C 231 for each set of compressive strength test specimens.
- E. Concrete Temperature: Test hourly when air temperature is 40 degrees F. and below, when 80 degrees F and above; and when compression test specimens are made.
- F. Compression Test Specimen: ASTM C 31, one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field cure test specimens are required. Mold one set of standard cylinders for volume of concrete specified below or fraction thereof.

- 1. Slabs on Grade or Metal Deck 30 cubic yards
- 2. Footings and stem walls 50 cubic yards

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3. All other locations (unless noted otherwise) 30 cubic yards

- G. Compressive Strength Tests: ASTM C 39; test 1 specimen at 7 days, 2 specimens at 28 days, and retain one specimen in reserve for later testing. Additional Tests: The testing laboratory will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure as directed by the Architect. The testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by the Architect or Engineer. The Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

END OF SECTION

SECTION 328400 – LANDSCAPE IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work consists of installing a complete underground irrigation system as shown on the Drawings and as specified hereafter. The Contractor shall furnish all labor, equipment, materials and permits necessary for the completion of the system, unless otherwise specified to be furnished by others. Unless otherwise specified or indicated on the Drawings, the construction of the irrigation system shall include the furnishing, installing and testing of all pipe, fittings, valves, heads, controllers, wires, air release and vacuum valves, backflow preventers, inlet and discharge piping, automatic drain valves, manual drain valves, valve boxes, water meters and all other components pertinent to the system. The Contractor shall perform all trenching, excavating, boring, backfilling, compacting, concrete work, electrical work, welding, and any other work necessary for the completion of the irrigation system.

1.2 SITE INVESTIGATION

- A. The Contractor shall examine related work and surfaces before starting the work of this section. The Contractor shall report to the Owner's Representative, in writing, conditions which will prevent the proper execution of irrigation installation. Deviations from Drawings and Specifications shall be executed only with the express permission of the Owner's Representative and at no cost to the Owner. If obvious inadequacies or inappropriate design are found on the Drawings, they shall be promptly brought to the attention of the Owner's Representative in writing before proceeding with installation of the system.

1.3 CODES, RULES AND SAFETY ORDERS

- A. All work and materials shall be in full accordance with the latest local rules and regulations of safety.

1.4 PROTECTION

- A. The Contractor shall furnish and maintain all warning signs, shoring, barricades, red lanterns, and other protection devices, as required by the Safety Orders of the Division of Industrial Safety and local ordinances.

1.5 DEVIATIONS OF LAYOUT

- A. Reasonable changes in the location of piping, valves or other irrigation components shown on the Drawings will be considered prior to installation. Deviations from specified locations must be approved by the Owner's Representative prior to installation. Any changes in location of irrigation components shall be effected at no cost to the Owner.

1.6 COORDINATION

- A. The Contractor shall coordinate and cooperate with other contractors on site to ensure rapid and efficient completion of all contracted work.

1.7 SUBMITTALS

- A. The Contractor shall prepare and make five sets of submittals providing manufacturer's specifications and "cut sheets" on the following components:

Manual and automatic valves	Heads and emitters	Valve boxes
Drains	24 Volt wire	Wire splicing materials
Piping and tubing	PVC fittings	Filters
Joint materials	Detectable line marking tape	Pinch clamps
PVC primer and cement	Threaded joint sealant or tape	Drip end caps

- B. Each set of submittals shall be bound or provided electronically in PDF format, and shall be clearly labeled with the project name and date.
- C. The Contractor shall not proceed with the irrigation system work until receiving approval of the irrigation submittals from the Owner's Representative.

1.8 RECORD DRAWINGS

- A. The Contractor shall provide and keep up to date a complete set of "Record Drawings" which shall be corrected daily to show all changes in the location of heads, controllers, backflow preventers, valves, drains, meters, points of connection, pull boxes and wire splice boxes, pipe and wire routing and other changes that may have been made from the original Drawings and Specifications. All gate valves, manual drains, wire splice and automatic and manual valve locations shall be shown with actual measurements to reference points so they may be easily located in the field.
- B. At the time of final acceptance, the Contractor shall furnish one electronic copy (on CD) and one paper copy of "Record Drawings" prepared by a qualified draftsman in AutoCAD format, showing the entire completed system as actually installed. This is the responsibility of the Contractor and shall not be construed to be the responsibility of any other party. This drawing shall be accurate and to scale. The symbols for valves, heads, and piping and other components shall be the same as originally shown on the Drawings. The legend shall be modified to designate any "record" changes. This "Record Drawing" shall be drawn on a project base sheet provided by the Owner's Representative. The final drawings shall be dated and clearly labeled "RECORD DRAWING".

1.9 CONTROLLER CHART

- A. The Contractor shall provide two controller charts for each controller. Chart shall show the area covered by each automatic valve station on the controller with a different color used to show the area of coverage for each valve. Chart shall be a reduced drawing of the actual "Record Drawing" system. The size of the chart shall be the maximum size that the controller door will allow. If controller sequence is not legible when the drawing is reduced, drawing shall be enlarged to a size that is readable.
- B. When completed and approved, chart shall be hermetically sealed between two pieces of plastic, each piece being minimum 20 mils thick. Chart shall be completed and approved prior to final observation and acceptance of the irrigation system. Contractor shall install one chart in each

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controller enclosure and shall provide one chart for each controller to the Owner's Representative.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials shall be new and without flaws or defects of any type and shall be the best of their class and kind. All materials shall have a minimum warranty of one year against material defects or defective workmanship.
- B. All material shall be the brands and types noted on the Drawings or as specified herein, or approved equal (refer to Section 6.7 of the New Mexico Standard Specifications for Public Works Construction, 1979 Edition).
- C. The irrigation system was designed around equipment manufactured by specific companies as a standard. Approved equal equipment by other manufacturers may be used only with the approval of the Owner's Representative. Request for approval of non-specified materials shall be submitted to the Owner's Representative a minimum of seven (7) days prior to the opening of bids. Submission of irrigation sprinkler heads for approval as equal shall only be considered if submitted heads match the precipitation rate, gallons per minute and spacing of specified sprinkler heads.
- D. Irrigation components designated for use with recycled water shall be marked in accordance with the Uniform Plumbing Code.

2.2 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88M, Type B, water tube, drawn temper.
 - 1. Copper Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint pressure type. Furnish only wrought-copper fittings if indicated.
- B. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end. Furnish Class 300 flanges if required to match piping.
- C. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.

2.3 PIPE AND FITTINGS

- A. Plastic Pipe: All mainline pipe, from the point of connection to the zone valve, with a diameter of two inches (2") or less shall be Schedule 40 PVC and shall conform to ASTM D 1785; mainline pipe with a diameter of two and one-half inches (2-1/2") or greater shall be Class 200 "O" ring gasket pipe, SDR 21; lateral line piping downstream of the zone valves which is 2-1/2" in diameter and greater shall be Class 200 SDR 21 and shall conform to ASTM D 2241. Lateral line piping downstream of the zone valves which is two inches (2") in diameter or less shall be Schedule 40 PVC and shall conform to ASTM D 1785. All PVC pipe shall be continuously marked with identification of the manufacturer, type, class, and size, and shall be free of holes,

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foreign material, blisters, wrinkles, dents or sunburn.

- B. Polyethylene Pipe: Shall be linear, low density polyethylene drip tubing with 50 PSI maximum operating pressure at 100 degree F, compatible with all standard 3/4" (OD) tubing.
- C. Fittings for PVC Pipe: Fittings on PVC lines shall be Schedule 40 PVC, Type 1, Cell Classification 12454 and shall comply with ASTM D 2466.
- D. Fittings for Polyethylene Pipe: Fittings for polyethylene pipe shall be PVC barbed insert fittings, conforming to ASTM D 2609.
- E. Clamps for Fittings on Polyethylene Pipe: Clamps for fittings on polyethylene pipe shall be Keystone SAE Type 'J' stainless steel pinch clamps or equal.
- F. Threaded Nipples: All threaded PVC nipples shall be Schedule 80 molded PVC pipe. All galvanized nipples shall be Schedule 40 galvanized steel pipe.

2.4 VALVES AND VALVE BOXES

- A. Valves: Valves for use in electrically controlled automatic control systems shall be diaphragm actuated and hydraulically operated solenoid valves as specified on the Drawings.
- B. Gate valves shall be as specified on the Drawings.
- C. Valve Boxes: Valve boxes shall be as noted on the Drawings. Valve box colors shall be as follows:
 - 1. Green: Turf areas (potable water)
 - 2. Tan: Gravel mulch areas (potable water)
 - 3. Purple: Reclaimed water

2.5 HEADS AND EMITTERS

- A. Heads and emitters shall be as specified on the Drawings.

2.6 CONTROLLER

- A. Controller shall be as specified on the Drawings.

2.7 BACKFLOW PREVENTER

- A. The backflow prevention device shall be as specified on the Drawings.

2.8 PRIMER, CEMENT AND THREADED JOINT SEALANT

- A. Primer shall conform to ASTM F 656 and meet NSF. Cement shall be low VOC, NSF approved, and meet ASTM D 2564. Cement and primer shall be IPS Weld-On depending on size and schedule of pipe and fittings as follows:

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Schedule 40 PVC Pipe and Fittings up to 6" Dia.: P-68 Primer and 705 Cement

Schedule 80 PVC Pipe and Fittings up to 4" Dia.: P-70 Primer and 705 Cement

Schedule 80 PVC Pipe and Fittings larger than 4" Dia.: P-70 Primer and 711 Cement

- B. All threaded connections between metal to metal, PVC to metal, and PVC to PVC shall be made using Spears Blue 75 thread sealant or Polytetrafluoroethylene (PTFE) thread seal tape. PTFE thread seal tape shall comply with MIL-T-27730A Specifications shall have a minimum thickness of 3.5 mils and shall be 99% pure PTFE. Thread sealing compound shall not be used on threaded connections between sprinkler and nipple or bubbler and nipple. Thread sealant or PTFE tape shall be used in accordance with manufacturer's installation instructions.
- C. All "O" ring gasket and pipe spigot ends shall be lubricated using the lubricant recommended or supplied by the pipe manufacturer. If the pipe manufacturer does not provide a lubricant for the pipe, use IPS Weld-on EZ Flush pipe lubricant, NSF approved.

2.9 WIRE

- A. Wire for the 120 volt wiring shall be solid copper (or stranded copper in larger wire sizes), underground feeder for direct burial and PVC insulated. Size of wire shall be #12 AWG.
- B. Wire for the 24 volt wiring shall be solid copper wire, PVC insulated, UL approved underground feeder wire for direct burial in ground. Common wires shall be #12, white, except as noted on Drawings. The control wires shall be #14 of any color other than white unless otherwise indicated on Drawings. The wire shall be supplied in either 500' or 2,500' rolls.
- C. Wire Splicing Materials: All wire splices shall be made water-tight using 3M DBR/Y direct bury splice kit or approved equal.
- D. Grounding wire, ground rods and wire clamps for controllers shall be as specified by the controller manufacturer.

2.10 DETECTABLE LINE MARKING TAPE

- A. Detectable line marking tape for irrigation main and lateral lines shall be manufactured by T.A. Christy Enterprises or approved equal and shall consist of a minimum 5.0 mil (0.0050") overall thickness; five-ply composition; ultra high molecular weight; 100% virgin polyethylene; acid, alkaline, and corrosion resistant.
- B. The tape width shall be a minimum of 6".
- C. Elongation properties shall be in accordance with ASTM D882-80A and shall be less than 150% at break.
- D. Tensile strength shall be in accordance with ASTM D882-80A and shall be not less than 7800 PSI.
- E. The tape shall have a minimum 20 gauge (0.0020") solid aluminum foil core, adhered to a 2.55 mil (0.00255") polyethylene backing.

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- F. Tape color and legend combination shall be in accordance with APWA requirements. For irrigation lines with potable water supply, the color shall be blue and the legend shall read "CAUTION: IRRIGATION LINE BURIED BELOW". For irrigation lines with non-potable water supply, the color shall be purple and the legend shall read "CAUTION: RECYCLED/RECLAIMED WATER LINE BURIED BELOW".

2.11 OTHER MISCELLANEOUS FITTINGS AND MATERIALS

- A. All other miscellaneous fittings and materials shall be as specified on the Drawings.

PART 3 - EXECUTION

3.1 GENERAL

- A. This section includes installation specifications for all items installed as a part of the irrigation system. Certain construction procedures or minor equipment installation procedures that are necessary for the proper installation of the system may have been omitted from these specifications. In any case, Contractor shall install all materials and equipment in a neat and workmanlike manner according to manufacturer's recommendations and specifications, local and state codes, as shown on the Drawings and as specified herein.

3.2 PRODUCT HANDLING

- A. The Contractor shall be responsible for correct procedures in loading, unloading, staking, transporting and handling all materials to be used in the system. The Contractor shall avoid rough handling which could affect the useful life of equipment. Pipe shall be handled in accordance with the manufacturer's recommendations on loading, unloading and storage.

3.3 POINT OF CONNECTION

- A. Existing water main line locations shown on the Drawings are schematic. It shall be the Contractor's responsibility to pot hole and field check to determine actual locations as an incidental requisite to the construction contract.
- B. The proposed controller location indicated on the Drawings is approximate. Actual location of the controller shall be determined by Owner's Representative in the field.
- C. Where connections to existing pipe or stub out is required, the Contractor shall make necessary adjustments should pipe or stub out not be located exactly as shown, at no additional cost to the Owner.

3.4 STATIC PRESSURE TEST

- A. The design pressure of the irrigation system is shown on the Drawings. Prior to start of construction of the irrigation system, the Contractor shall, in the presence of the Owner's Representative, provide a gauged test of available static pressure at the point of connection. In the event that the actual static pressure is less than the design static pressure, the Contractor shall not proceed with the work until receiving written direction from the Owner's Representative.

3.5 EXCAVATION AND TRENCHING

- A. The Contractor shall stake the location of each run of pipe and all sprinkler heads and valves prior to trenching. Each run of the system shall be approved by the Owner's Representative prior to installation.
- B. Excavation and trenching for pipe lines shall be a true and straight line with the trench banks as nearly vertical as practical. The width of the trenches shall not be greater than necessary to permit proper joining, tamping, backfilling, bedding or any other installation procedures that may be necessary. Trench widths shall be wide enough to provide a minimum horizontal and vertical separation of 4" between pipes in the same trench.
- C. In areas where trees are present, trench lines shall be adjusted on the site to eliminate any damage to tree roots.
- D. Trench depths shall be sufficient to provide the specified pipe cover as described elsewhere in these Specifications or as noted on the Drawings. In rocky areas the trench depth and width shall be increased as needed to provide for a minimum of 6" of pipe bedding at bottom and sides of pipe.
- E. Depth of Bury: Cover over mainline and lateral piping shall be as noted on the Drawings.

3.6 PIPE AND FITTINGS INSTALLATION

- A. Installation of PVC pipe and fittings shall be in accordance with ASTM D 2774, the manufacturer's recommendations and the procedures described in these Specifications.
- B. Installation of polyethylene pipe and fittings shall be in accordance with manufacturers' specifications. The Contractor shall secure insert fittings to polyethylene pipe with pinch clamps in accordance with manufacturer's specifications.
- C. Caution shall be exercised by the Contractor in handling, loading, unloading, and storing of pipe and fittings. All PVC pipe shall be stored and transported in a vehicle with a bed long enough to allow the pipe to lie flat without subjecting it to undue bending or concentrated external load at any point. Pipe shall be protected from damage by exposure to sunlight. Any section of pipe that has been dented or damaged or in any other way found to be defective, either before or after laying shall be replaced with sound pipe at no cost to the Owner.
- D. Before installation, the inside of the pipe shall be cleaned of all dirt and foreign matter and shall be kept in a clean condition during and after laying of pipe. When work is not in progress, open ends of pipe and fittings shall be secured closed so that no trench water, earth or other foreign substances will enter the pipe or fittings. Where pipe ends are left for future expansion or connections, they shall be valved and capped as directed on the Drawings.
- E. All pipe and fittings shall be assembled to permit the pipe or fittings to be jointed at the true parallel position of the fittings. Placement of pipe which cause excessive bending and stress on pipe and fittings will not be permitted. No excess piping or fittings shall be permitted in the installation of the system, as this may increase pressure loss or potential for blockage.

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- F. Before installing the pipe, all rocks over 1 inch diameter, rubbish and debris shall be removed from the trenches. If the adjacent soil is rocky, the trenches shall be bedded and filled with clean dirt or sand to provide a minimum of 6" clearance between the pipe and the native soil. Material used for pipe bedding and trench filling shall be approved by the Owner's Representative. The full length of each section of the pipe shall rest solidly upon the pipe bed, with recesses excavated to accommodate bells, joints and couplings.
- G. Pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work. Any water which may be encountered or may accumulate in the trenches or excavation shall be pumped out or otherwise removed as necessary to keep the bottom of the trench or excavation free and clear of water during the progress of the work. Pipe shall not be laid when the temperature is 32 degrees F or below.
- H. PVC pipe will expand or contract at the rate of +/- 3/8" per 100' per 10 degrees F change of temperature. Therefore, PVC pipe shall be installed in a manner to provide for expansion and contraction as recommended by the manufacturer.
- I. The minimum horizontal and vertical clearance between lines in the same trench shall be 4".
- J. After all piping, risers, valves, thrust blocks, etc., have been installed and partially backfilled as specified in other parts of these Specifications, the control valve shall be opened and a full head of water used to flush out the system. Caution shall be observed to provide for release of any entrapped air in the system. After the system is thoroughly flushed, risers shall be capped and the system pressure tested in accordance with the testing section of these Specifications. At the conclusion of the pressure test, the heads shall be installed and the backfill operation completed.

3.7 SOLVENT WELDING PROCEDURE ON PVC PIPE

- A. All solvent weld joints shall be made in accordance with the solvent manufacturer's recommendations and ASTM D 2855.
- B. PVC plastic pipe shall be squarely cut utilizing a miter box mounted hacksaw or PVC specialty saw with a blade of 18 or 24 teeth per inch.
- C. Interior and exterior burrs shall be removed and the exterior shall be beveled to produce a 10-15 degree bevel.
- D. Thoroughly clean the mating pipe end and the fitting socket with a clean, dry cloth.
- E. Using a properly sized applicator (approximately 1/2 the diameter of the pipe), apply a light coating of primer to the inside of the fitting socket, then apply a thin coat to the outside of the pipe end. Apply a second, light coat of primer to the inside of the fitting socket taking care to avoid puddling of primer in fitting.
- F. Apply a uniform coat of cement to the outside of the pipe end with a properly sized applicator (approximately 1/2 the diameter of the pipe).
- G. In like manner, apply a thin coating of cement to the inside of the fitting socket.

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- H. Re-apply a light coat of cement to the outside of the pipe end and quickly insert it into the fitting to the full depth of the fitting socket, while rotating the pipe or fitting approximately $\frac{1}{4}$ turn to ensure even distribution of cement.
- I. Hold in position for approximately 30 seconds.
- J. Wipe off any excess solvent cement that forms as a bead around the outer shoulder.
- K. Contractor shall not use an excessive amount of solvent cement that could cause burrs or obstructions to form on the inside of the pipe joint.
- L. Solvent weld joints shall be allowed to cure for minimum 24 hours before pressure is applied to the system.

3.8 BACKFILLING

- A. Upon completion of a particular section of the irrigation system, and after sufficient time has elapsed for the curing of solvent weld joints, partial backfilling shall begin, leaving all joints, risers and connections exposed for visual inspection during the hydrostatic testing. Only upon successful completion of the hydrostatic test shall the backfill operation be completed for any one particular section.
- B. All backfill material shall be subject to approval by the Owner's Representative. Backfill material shall be free from rock, large stones, brush, sod, frozen material or other unsuitable substances that may damage pipe or compromise compaction during the backfilling operations.
- C. In the event that the material from the excavation or trenching is found to be unsuitable for use in backfill by the Owner's Representative, it shall be removed from the site and properly disposed of by the Contractor at his own expense. The Contractor shall then, at no cost to the Owner, arrange for, purchase, and furnish suitable backfill material consisting of earth, loam, sandy clay, sand or other approved materials free of large clods of earth or sharp stones and capable of attaining the same relative density of the surrounding ground.
- D. In rocky areas, the trench depth shall be 6" below the normal trench depth to allow for 6" of suitable backfill as padding for the pipe. In like manner, there shall be minimum 6" of suitable backfill on all sides of the pipe as padding against rock in the wall of the trench.
- E. All mainline and PVC lateral piping shall have detectable line marking tape installed in the trench six (6") inches above the pipe. After pipe is placed in trench and the first 6" layer of backfill is placed and compacted, the detectable marking tape shall be placed continuously in all trenches prior to completion of backfill operations.
- F. Backfill shall be placed in horizontal layers not exceeding 6" in depth and shall be thoroughly tamped, or water compacted to near original density or so that no settling will result. Backfill shall be placed to the original ground level. If settlement of trenches occurs within one (1) year from date of completion, it shall be the Contractor's responsibility to refill trenches and re-seed, re-sod or re-install landscape mulch in the repaired areas.

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3.9 SADDLE TAPS

- A. No saddle taps shall be permitted unless approved by the Owner's Representative.

3.10 THRUST BLOCKS

- A. Concrete thrust blocks shall be provided where necessary to resist system pressure, including at all direction changes, size changes, valves and terminations or at any other points of the system that will result in an unbalanced thrust line for equipment 2-1/2" and larger and as indicated on the Drawings. Thrust blocks shall not obstruct the outlets of fittings which are intended for future connections. Thrust blocks shall be poured against undisturbed earth and in accordance with the Drawings.

3.11 SLEEVED CROSSING

- A. Unless otherwise noted on the Drawings, all piping installed under sidewalks, roadways, parking lots, etc., shall be sleeved in a Class 200 PVC pipe two (2) sizes larger than the pipe to be sleeved. Wire shall be placed in a separate sleeve from that of the pipe crossing and shall be Class 200 PVC minimum 2" size, or larger as required to accommodate the quantity of wire to be sleeved. Ends of sleeves shall be sealed with duct tape after installation of wire or piping.

3.12 HEAD INSTALLATION

- A. Heads shall be of the type and make specified and shall be installed as shown on the Drawings. Heads shall be installed with a 4" space between the edge of the head and curbs, walks, walls, driveways, building walls, etc. Heads shall be installed in the vertical position and backfilled and compacted to 80% modified Proctor.
- B. Head spacing shall not exceed the spacing shown on the Drawings and shall be in the location and configuration as shown on the Drawings. Contractor shall verify turf area dimension while staking head location. Heads shall be spaced to achieve uniform coverage.
- C. After all piping and risers are in place and connected and before installation of the heads, all control valves for a given section shall be fully opened and a full head of water shall be used to flush out the system. If water pressure without the heads installed is not sufficient to provide adequate water flow from end risers, the Contractor shall cap off enough heads closest to the water source to provide adequate flushing of the end riser assemblies.

3.13 CONTROLLER INSTALLATION

- A. The controller location is indicated on the Drawings. The Contractor shall familiarize himself with the requirements of making the power connections at the locations noted (120 volt supply to the controller) and shall include in his price for the-irrigation system, the cost to complete this portion of the work.
- B. The controller shall be mounted and wired according to the manufacturer's recommended procedures and as specified herein and on the Drawings.
- C. Unless otherwise indicated in the Drawings, the Contractor shall direct-wire the 120 volt power

supply to the controller.

- D. Remote control valves shall be connected to controller in the numerical sequences as shown on the Drawings or as directed by the Owner's Representative.
- E. Controllers shall be grounded as specified by the manufacturer and as indicated on the Drawings.

3.14 AUTOMATIC CONTROL VALVE INSTALLATION

- A. Automatic control valves shall be of the type and size indicated on the Drawings. Installation shall be according to these Specifications, the Drawings and the manufacturer's recommendations.
- B. The valve boxes shall be of the size and type as shown on the Drawings.
- C. Valve wire splices shall be waterproofed using 3M Scotchlok connectors or approved equal. The Contractor shall provide a 36" wire expansion coil to facilitate raising splices to ground level without cutting wires.

3.15 24 VOLT CONTROL VALVE WIRING

- A. Wire installation procedures shall conform to local codes.
- B. The Contractor shall install the 24 volt control valve wiring in the same trench as the irrigation mainline. Only when it is not possible for the wires to be installed in the mainline trench, they shall be installed in the lateral pipe trench. All wires shall be laid below the pipe. In no case shall the wire be laid on top of the pipe. The wires shall be laid loose in the trench and taped together at 10'-0" intervals. When trenches used for piping are not appropriate for routing wire, Contractor shall install wire in a separate trench at 18" bury depth.
- C. Wire splices, other than at valve box locations, shall be kept to a minimum and if needed shall be made only at common splice points and placed in a wire splice box. Wire splices shall be waterproofed using 3M Scotchlok or approved equal connectors.
- D. At control wire splices, the Contractor shall provide a 36" wire expansion coil to facilitate raising splices to ground level without cutting wires.
- E. Continual wire shall be one color and in no case shall wires of different colors be spliced together.
- F. All 24 volt wiring shall be installed in PVC conduit when inside a building. All 24 volt wiring installed on exterior building walls shall be installed in metal conduit.

3.16 120 VOLT CONTROLLER POWER WIRING

- A. The Contractor shall familiarize himself with the work required to complete this portion of the installation. All 120 volt wiring shall be installed in accordance with local electrical codes. The 120 volt service shall consist of one (1) black and one (1) white wire. The neutral wire shall be bonded.

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- B. The 120 volt power shall be supplied to the controller location and the backflow preventer location by a licensed electrician.

3.17 TESTING

- A. Upon completion of the irrigation system's mainline, the entire mainline shall be tested with the Owner's Representative present, for a one hour period at 100 psi, unless otherwise noted. Prior to testing, the mainline shall be partially backfilled, leaving all joints and connections exposed for visual inspection. All dirt shall be flushed from the system and the line filled with water to remove air. The mainline shall be brought to static pressure. A pressure gauge and temporary valve shall be installed at the end of the mainline to permit air pressure to be applied to the main. A pressure of 100 psi shall be retained for a one hour period. Any leaks occurring during the one hour pressure test shall be repaired and the system retested until the system passes the test.
- B. Upon completion of the PVC lateral piping sections, each lateral system shall be pressure tested, with the Owner's Representative present for one hour at 100 psi. On systems using flex nipples or swing joints, the lateral system shall be tested prior to installation of the flex nipples or swing joints. Prior to testing, the lateral lines shall be partially backfilled leaving all joints and connections exposed for visual inspection. All air and dirt shall be flushed from the system and all open fittings shall be capped. The testing procedure shall be the same as used for the main line. Any leaks occurring during the hydrostatic test shall be repaired and the system retested until the system passes the test. If after one hour 100 psi pressure has been retained, the heads shall be installed, and the backfill operation completed.
- C. The Contractor shall be responsible for payment of construction observations for retesting of any lines or system components that fail initial pressure or performance test. Costs shall include the time of the observer at the observer's standard rate, travel time and travel expenses.

3.18 ADJUSTING OF SYSTEM

- A. After completion of testing and installation, the Contractor shall adjust all valves for the proper operating pressure and adjust all heads for uniform coverage and even flow. Contractor shall wire the controller to have station numbers correspond with valve numbers indicated on the Drawings or as directed by the Owner's Representative. The valve number shall be indicated on the controller panel for each station. Contractor shall program the controller to provide optimum system performance.

3.19 CLEAN UP

- A. The Contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. Upon completion of the system, the Contractor shall remove from the Owner's property at his own expense, all temporary structures, rubbish, waste material, tools and equipment resulting from or used in the installation of the system.

3.20 PROTECTION OF EXISTING UTILITIES

- A. The Contractor shall be responsible for locating all existing cables, conduits, piping, and any other utilities or structures that may be encountered either above or below ground. All necessary

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precautions shall be taken by the Contractor to prevent any damage to the existing utilities and improvements. In the event that such damage should occur from his operations, the Contractor shall repair or replace damaged utilities to their original condition at no expense to the Owner.

3.21 ROCK

- A. If the Contractor encounters rock or other unfavorable trenching conditions, no additional compensation will be paid. When material from the excavation or trenching is unsuitable for use as backfill, additional backfill material suitable for this purpose shall be brought in at the expense of the Contractor. It shall be the Contractor's responsibility to remove and dispose of all unsuitable materials removed from the trench that cannot be used in the backfill operation.

3.22 FINAL ACCEPTANCE

- A. When the Contractor is satisfied that the system is operating properly, that it is balanced and adjusted and that all work and clean-up is completed, he shall issue a notice of completion to the Owner's Representative requesting a final observation. The Owner's Representative will respond to the notice of completion and shall appear with the Owner for an observation of the project. At that time the Contractor shall demonstrate the operation of each system in its entirety. In reviewing the work, no allowance for deviation from the original Drawings and Specifications will be made unless prior approval has been obtained.
- B. Any inconsistency to the Specifications or the Drawings will be noted by the Owner's Representative and a written copy of required corrections shall be given to the Contractor. The Contractor shall complete all corrections in a timely manner and then shall issue a request to the Owner's Representative for an inspection of corrected work. Final acceptance will not occur until correction of all items work is complete.

3.23 OPERATIONAL INSTRUCTION

- A. After the system has been tested and accepted, the Contractor shall instruct the Owner's Representative on the operation and maintenance of the system.
- B. The Contractor shall provide the Owner with two (2) keys for each of the following:
 - 1. manual gate valves
 - 2. manual drain valves
 - 3. valve boxes
 - 4. controller enclosure
 - 5. backflow preventer enclosure
 - 6. any locking assembly in need of key access
- C. The Contractor shall provide the Owner with two copies of a Maintenance Manual bound in a three ring binder. The maintenance manual shall include copies of the approved submittals, operation manuals and manufacturer's warranties on all irrigation products.

3.24 SYSTEM MAINTENANCE AND GUARANTEE

- A. Maintenance of the irrigation system shall begin immediately following the installation of the

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system and shall continue until the entire project is accepted. Maintenance shall include repair of defects or damages, adjustments and fine tuning of the system, and repairs of damages resulting from vandalism, erosion, weather, and the like.

- B. For a period of one (1) year from final acceptance of the entire project, the Contractor shall promptly furnish and install, without cost to Owner, any and all parts or materials which prove defective in material or workmanship. Damage to the landscape or other property due to irrigation system line breaks shall be repaired and brought to original condition by the Contractor at no expense to the Owner.
- C. In the fall, at the Owner's request, the Contractor shall drain the system, and otherwise prepare the system for winter. In the spring, at the Owner's request, the Contractor shall reactivate the system, repair any defects or damage and adjust the system. As these services are performed, the Contractor shall instruct the Owner.
- D. For a period of one (1) year from final acceptance of the system, the Contractor shall repair any settlement of trenches by one of the following methods as directed by the Owner's Representative.
 - 1. Turf areas: Bring to grade by top-dressing (raking topsoil into the grass).
 - 2. Turf areas: Bring to grade with planting soil mixture and install seed mix to match existing turf.
 - 3. Sod areas or tree/shrub planting areas: Remove existing sod or mulch. Fill depression with planting soil mixture, and replace with new sod or mulch to match existing.
 - 4. Repair by any of the above methods shall result in a smooth, level area.

3.25 OBSERVATIONS

- A. The following observations shall be the minimum required observations during the course of construction. Additional observations shall be made at any time at the discretion of the Owner's Representative. It shall be the responsibility of the Contractor to notify the Owner's Representative, in writing, 48 hours in advance of each required observation. The sequence of required observations shall not be changed from the sequence listed below. The Contractor shall not proceed with work of the next sequence without written approval of the work of the previous sequence. The Contractor shall attach a copy of the written observation approvals to all applications for payment.
 - 1. Observe staked locations of mainline, valves, laterals and heads.
 - 2. Observe installation and pressure test of mainline.
 - 3. Observe 24 volt control wire installation and ensure that existing controller operates all valve zones properly.
 - 4. Observe installation and pressure test of automatic valves and lateral lines prior to installation of flex nipples, heads and emitters.
 - 5. Observe head and emitter placement, coverage and operating pressure prior to planting.
 - 6. Observe at final project review.
 - 7. Observe 11 months after final project acceptance.

END OF SECTION

SECTION 329220 – REVEGETATION SEEDING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work under this section consists of preparing all areas indicated on the Drawings for revegetation seeding and furnishing and installing seed as specified herein.

1.2 SUBMITTALS

- A. Furnish supplier literature of the following prior to construction:
 - 1. Seed
 - 2. Wood cellulose fiber
- B. Furnish the following the same day materials are delivered to the project site:
 - 1. Delivery tickets indicating species and quantity of seed delivered

PART 2 - PRODUCTS

2.1 SEED

- A. Seed shall be as specified on the drawings.
- B. Each bag of seed shall be sealed and labeled by the seed dealer in accordance with Federal Seed Laws and New Mexico Department of Agriculture Labeling Laws. This includes: species and variety of seed, lot number, purity, germination, percent crop, percent inert, percent weed (including noxious weeds), origin, test date and net weight. Per Federal Seed Laws, analysis shall be no older than 9 months for seed shipped intra-state.

2.2 HAY MULCH

Hay mulch shall be perennial native or introduced grasses of fine-stemmed varieties. Minimum 65 percent of the herbage by weight shall be minimum 10 inches in length. Hay with noxious seed or plants will not be acceptable. Rotted, brittle, or moldy hay will not be acceptable. Hay shall be properly cured prior to use. Hay which is brittle, short fibered or improperly cured is not acceptable.

PART 3 - SEED BED PREPARATION

3.1 PREPARATION

- A. Prior to start of soil preparation finish grade shall be established and approved as meeting the requirements of the Drawings.
- B. Rip seed bed in two directions and plow with a 'plow disc' to a minimum of six (6) inches. The surface shall be soft enough to allow for crimping or tucking of mulch to a minimum depth of

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- 2". Remove all stones larger than 2" diameter. Remove all trash, debris, vegetation, dirt clods or other material that would interfere with seeding operations.
- C. Tillage shall be performed across the slope when practical. No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in non-tillable condition.
 - D. The extent of seed bed preparation shall not exceed the area on which the entire seeding operation can be applied to such prepared seed bed prior to any surfaces crusting or loss of seed due to erosion. If erosion or crusting occurs, the entire area affected shall be reworked beginning with seed bed preparation.
 - E. Prior to seeding, the finish grade shall be brought to a firm, even surface, free from stones, lumps, debris, vegetation and dirt clods, and shaped to provide drainage in accordance with the Drawings. The finish grade shall be inspected and approved by the Owner's Representative prior to seeding.

PART 4 - SEEDING

4.1 The seed mix and rate shall be as specified on the Drawings. The prescribed mix shall be uniformly applied over the area to be seeded at the rate indicated on the Drawings.

4.2 Contractor's vehicles and other equipment shall not travel over the seeded areas. If, as determined by the Owner's Representative, rain or some other factor occurs over prepared surfaces prior to seeding which prevents seeding to the proper depth, the Contractor shall again prepare the seed bed at no additional cost to the Owner.

4.3 TIME OF SEEDING

Native grass revegetation seeding shall be accomplished from April 15 through August 30. If seeding is not accomplished during the "time of seeding" the Contractor shall accomplish the seeding at the "time of seeding" during the next calendar year. Extension of the Contract to meet the "time of seeding" shall be accomplished at no additional expense to the Owner.

4.4 DRILL SEEDING

- A. Native seed on areas less than 3:1 gradient shall be sown by drilling and crimping. Seed shall not be sown during windy weather.
 - 1. Drill seed at one-half inch depth at the rate indicated on drawings. Seed shall be drilled in cross directions, with 50% of the seed applied in each direction. The second pass of the seeder shall be across the slope. The distance between the drilled furrows shall be 8 inches maximum. Seeding shall be done with grass seeding equipment in good working order with double disc openers, depth bands, drop tubes, packer wheels or drag chains, rate control attachments and seed boxes with agitators for trashy seed.
 - 2. Blow on mulch at a rate of 1.5 tons per acre. The mulch shall be spread uniformly over the area or with a mechanical mulch spreader. Mulch shall not be applied when wind velocity exceeds 15 miles per hour.
 - 3. Mulch shall be crimped or anchored in two directions by means of a crimper disk or coulter type machine with a spacing of no more than 8" between disks. Mulch shall be

crimped to a minimum depth of 2". Crimp alignment shall be in a north-south direction and in an east-west direction to form a cross-hatch pattern. If shape, contour, or other physical limitation prevents the specified crimping alignment, the Contractor may request to the Owner's Representative either hand crimping or serpentine ("S") curves. Crimp lines shall not align with prevailing winds.

- B. Native seed on areas of 3:1 gradient or greater shall be sown by hydroseeding. Seed shall not be sown during windy weather.
1. Hydraulic mulching equipment shall include a pump capable of being operated at 1000 GPM and 100 PSI pressure. The equipment shall have a pressure gauge and a nozzle adaptable to hydraulic seeding requirements. Storage tanks shall have a means of estimating the volume used to volume remaining in the tank.
 2. Wood cellulose fiber for hydraulic seeding shall not contain any substance or factor which might inhibit germination or growth of seed. It shall be dyed an appropriate color to allow metering of its application. The wood cellulose fiber shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fiber shall form a blotter-like ground cover which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications shall refer only to air dry weight of the fiber, a standard equivalent to 10% moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds, and shall be marked by the manufacturer to show the air dry weight content. Suppliers shall certify that laboratory and field testing of their product has been accomplished and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.
 3. Wood cellulose fiber mulch shall be added with the proportionate quantities of water and other approved materials in the slurry tank. All ingredients shall be mixed to form a homogeneous slurry. Using the color of the mulch as a metering agent, the operator shall spray-apply the slurry mixture uniformly over the designated seeded area. Unless otherwise ordered for specific areas, wood cellulose fiber mulch shall be applied at the rate of 1,400 pounds per acre.
 4. Hydraulic seeding shall not be done in the presence of free surface water resulting from rains, melting snow or other causes or during windy weather.

4.5 OBSERVATION

- A. The following observations shall be the minimum required observations of revegetation seeding during the course of construction. Additional observations shall be made at any time at the discretion of the Owner's Representative. It shall be the responsibility of the Contractor to notify the Owner's Representative, in writing, 48 hours in advance of each required observation. The sequence of required observations shall not be changed from the sequence listed below. The Contractor shall not proceed with work of the next sequence without written approval of the work of the previous sequence.
1. Each phase of soil preparation shall be observed in process.
 2. Finish grade shall be observed.

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3. Seed shall be observed prior to seeding.
4. Seeding operations shall be observed.
5. Mulch shall be observed prior to mulching.
6. Mulch operations shall be observed.
7. Seeded area shall be observed after completion.

END OF SECTION

SECTION 329300 – PLANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work under this section consists of the planting of trees, shrubs, and ground covers, including the furnishing of all labor, equipment, and materials and performing all work in connection therewith in accordance with the Drawings and Specifications.

1.2 PLANT NAMES

- A. The botanic and common names used for the plants called for on the Drawings are generally in conformity with the approved names given in Standardized Plant Names, 1980 Edition, published by The American Joint Committee on Horticultural Nomenclature. The names of varieties not included therein are generally in conformity with the names accepted in the nursery trade.

1.3 PLANT MATERIAL SUBSTITUTIONS

- A. Plant material substitutions shall not be made without the written permission of the Owner's Representative. The use of materials differing in kind, quality or size from that specified shall be allowed only after the Owner's Representative is convinced that all means of obtaining the specified materials have been exhausted. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

1.4 SUBMITTALS

- A. Furnish samples of the following prior to construction:
 - 1. Backfill amendment
 - 2. Soil conditioner
 - 3. Mulch
 - 4. Weed barrier fabric
- B. Furnish supplier literature and chemical analysis of the following prior to construction:
 - 1. Backfill amendment
 - 2. Soil conditioner
- C. Furnish the following the same day materials are delivered to the project site:
 - 1. Delivery tickets indicating quantity of material delivered for:
 - a. Backfill amendment
 - b. Soil conditioner

PART 2 – MATERIALS

2.1 PLANT MATERIALS

- A. A complete plant list, including quantities, sizes and other requirements is shown on the Drawings.

In the event that discrepancies occur between quantities of plants indicated in the plant list and on the planting plan, the plant quantities indicated on the planting plan shall govern.

2.2 PLANT MATERIAL QUALITY

- A. Plant material quality, size and condition shall be in accordance with American Standard for Nursery Stock, 1986, as published by the Committee on Horticultural Standards of the American Association of Nurserymen, Inc., the Drawings, and the following requirements:
1. All plants shall be typical of their species or variety. All plants shall have normal, well developed branches and vigorous root systems. They shall be sound, healthy, vigorous, and free from defects, disfiguring knots, abrasions of the bark, sunscale injuries, plant diseases, insect eggs, borers, and all other forms of infections.
 2. Unless otherwise stated on the Drawings or approved by the Owner's Representative, all plants shall be nursery grown and shall be tagged with nursery labels indicating species and variety.
 3. Container grown plant material shall have been grown in its delivery container for not less than six (6) months, but for not more than two (2) years. Any rootbound material will not be accepted.
 4. Multi-stem: All countable stems, in aggregate, shall average the size specified. To be considered a stem, the division of the trunk shall be no more than six inches from ground level.
 5. Balled and burlapped plant material shall have a solid ball of earth of minimum specified size held in place securely by burlap and stout twine or rope. Light poultry binding is acceptable. Stout wire or wire baskets are acceptable only as a temporary means for securing burlap until tree is in place. Broken or loose balls will be rejected.
 6. Unless specifically noted on the Drawings, all trees shall have a single trunk that is straight and free of "dog legs", "crooks", "Y-crotches", or other disfiguring shapes. The central leader of all trees shall not have been pruned. Trees with double leaders are not acceptable.
 7. All plant material shall have a uniform shape around its complete circumference. Plant material with irregular branching patterns or with branching patterns more highly developed on one side than on other sides will not be accepted.
 8. All plant material shall be reviewed by the Owner's Representative at the Contractor's yard prior to delivery to the job site. All material shall then be reviewed at the job site prior to planting and after planting.
 9. At the option of the Contractor, the Owner's Representative will review plant material at a wholesale nursery of the Contractor's choice prior to delivery of materials to the Contractor's yard. However, at no expense to the Owner, the Contractor shall be responsible for all travel expenses incurred by the Owner's Representative for any travel outside of the Albuquerque or Santa Fe metropolitan area.
 10. The Contractor shall mark each plant intended for use on the project with an identifying tag

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prior to the Owner's Representative's review of the plants.

11. The Owner's Representative shall be the judge of the quality and acceptability of all plant material. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to the Owner.

2.3 PLANTING SOIL MIXTURE

- A. Planting Soil Mixture shall be a mixture of one part backfill amendment to two parts existing soil.

The backfill amendment shall consist of:

1. 70% by volume, organic compost. Compost to be screened to 1/2" minus, pH not to exceed 7.3. Electrical conductivity (EC) of compost not to exceed 3.5 MS/cm. Percentage of organic matter shall be not less than 80%, tested by simple combustion. Total nitrogen (TKN+NO₃-N) shall be not less than 1%, by weight. Carbon to nitrogen ratio of compost shall not exceed 50:1.
2. 30% by volume, "Moisture-Lite" or approved equal (clean, screened, white vitric tuff, graded to 3/16" x 5/16").
3. Components to be homogeneously mixed, in ten cubic yard batches to provide a uniform product, free from weed seeds, sticks, rocks, or other deleterious material.
4. The backfill amendment shall be as produced by:
Gro-Well, Inc.
9000 Bates Rd., SW
Albuquerque, NM 87105
(505) 877-8670
or approved equal.
5. Each delivery shall have a load ticket. The load ticket shall list:
Type of Mixture
Source of Mixture.
Approximate volume of load.
Date of delivery or loading.
Name of individual representing the source.
Ticket shall be collected and provided to the Owner's Representative.

2.4 SOIL CONDITIONER

- A. Shall be granulated 90% sulfur.

2.5 MULCH

- A. Mulch shall be as specified on the Drawings.

PART 3 - EXECUTION

3.1 PLANTING OPERATIONS

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- A. Prior to planting operations, landscape areas shall be cleared of rocks and lumps greater than 1" diameter, vegetation, and debris to a minimum depth of 12" and finish grading shall be complete and accepted by the Owner's Representative. Planting operations shall be performed only during favorable weather conditions in accordance with accepted practice.
- B. In any one day, only those plant materials intended to be planted that day shall be delivered to the project site. Unless otherwise approved by Owner's Representative, all plant materials shall be located where shown on the Drawings except when adjustments due to field conditions are required. The location of all trees and shrubs shall be staked by the Contractor and reviewed by the Owner's Representative prior to installation. Tree locations shall be represented by using 1" x 2" x 12" wood stakes or colored flags. The name of the tree shall be indicated on the stake or flag so it is readily identified. Shrub locations shall be determined by colored flags or by placement of containerized plant material.

3.2 PLANTING

- A. Planting and backfilling shall be performed in accordance with accepted nursery practice, the Drawings, and the following requirements:
 - 1. The Contractor shall take care when backfilling planters to provide adequate compaction of the fill material in order to prevent settling.
 - 2. Prepare all planting pits and install plants as shown on Drawings. Plants shall be set plumb and straight.
 - 3. Remove wire basket, wood box, plastic, twine, and/or rope prior to backfill. Remove burlap except from bottom of root ball prior to backfill.
 - 4. Backfill for planting pits shall consist of the specified planting soil mixture and .10 pounds soil conditioner per cubic foot of backfill. The plant shall be positioned in the hole, and backfilled. The backfilling shall be completed, and material tamped. When pit is nearly filled, water thoroughly and allow water to soak away. If settling of backfill occurs after watering, add more backfill to bring to finish grade.
 - 5. After completion of planting, trees shall be pruned at the direction of the Owner's Representative.

3.3 MULCH

- A. Mulch shall be completed as indicated on the Drawings.

3.4 MAINTENANCE AND PROTECTION

- A. Maintenance and protection of trees, shrubs, and ground covers shall begin immediately following the installation of each plant and shall continue until the entire project is accepted. Maintenance shall include watering, weeding, cultivating, removal and replacement of dead plant material, removal of debris, resetting of trees to upright positions, restoration of earth basins, and such other operations as may be necessary for the health of the planted stock and the general appearance of the landscaped areas. Maintenance and protection shall include repair of damage to plants and replacement of severely damaged plants resulting from trespass, erosion (including erosion from

application of irrigation water), weather, vandalism, disease or other condition or action.

3.5 WARRANTY

- A. All plant materials shall be guaranteed to be in a live, healthy, and normal growing condition from the date of final project acceptance through one twelve month period. The Contractor shall not be held responsible for replacement of plants and materials lost through vandalism and/or other destruction after final project acceptance.
- B. The Contractor shall monitor the condition of the landscape at regular intervals during the warranty period to verify that the landscape is receiving proper maintenance. Frequency of monitoring visits shall be as required to ensure proper maintenance. If at any time during the warranty period the Contractor should encounter at the site conditions unfavorable to the health of the planted stock, he shall notify the Owner and Owner's Representative of such in writing. Inadequate or improper maintenance by the Owner during the warranty period will not relieve the Contractor of his warranty obligation, unless such improper maintenance continues beyond the date the Contractor has notified the Owner and Owner's Representative.
- C. Plant materials that are dead or in an unhealthy, impaired growth condition during the warranty period shall be removed and replaced by the Contractor as directed by the Owner's Representative at no additional cost to the Owner. Replacement material shall be of equal quality, size, and species as that which is being replaced and shall be approved by the Owner's Representative prior to planting. Plants replaced during the first six months of the warranty period shall be under warranty until the end of the warranty period. Plants replaced after the first six months of the warranty period shall be under warranty for six months after the replanting date.

3.6 REVIEWS

- A. The following observations shall be the minimum required observations during the course of construction. Additional observations shall be made at any time at the discretion of the Owner's Representative. It shall be the responsibility of the Contractor to notify the Owner's Representative, in writing, 48 hours in advance of each required observation. The sequence of required observations shall not be changed from the sequence listed below. The Contractor shall not proceed with work of the next sequence without written approval of the work of the previous sequence.
 - 1. Automatic irrigation system shall be installed, tested, and approved.
 - 2. Review plant material at Contractor's yard or wholesale nursery prior to delivery to job site.
 - 3. Review staked locations of plant material prior to planting.
 - 4. Review of planting holes and planting soil mixture preparation.
 - 5. Review plant material at the job site prior to and during planting.
 - 6. Review of planting operations.
 - 7. Review at final project completion.
 - 8. Review 11 months after final project acceptance.

END OF SECTION



SANTA FE COUNTY NANCY RODRIGUEZ COMMUNITY CENTER SITE IMPROVEMENTS

1 PRAIRIE DOG LOOP
SANTA FE, NM 87507
SEPTEMBER 20, 2016

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| 10. LP101 | PLANTING PLAN |

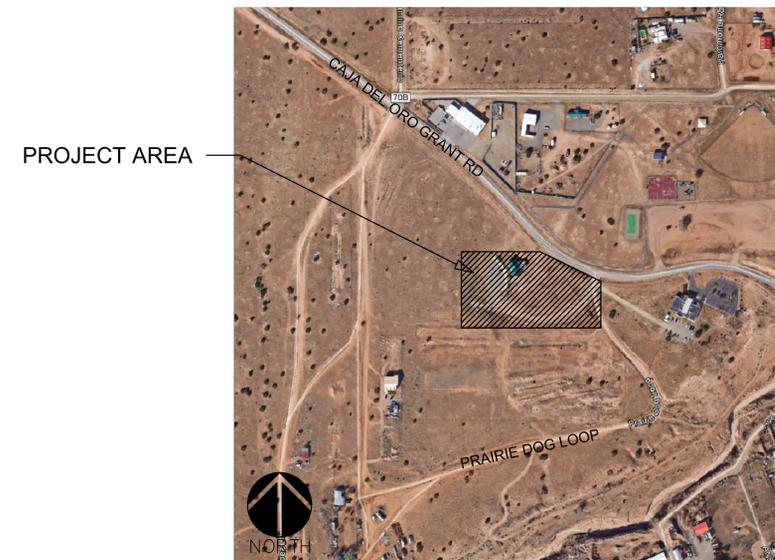
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SANTA FE COUNTY

SEPTEMBER 20, 2016

SUBMITTAL: NOT FOR CONST.

REVISIONS

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SHEET TITLE

COVER SHEET

DRAWING SHEET
G001



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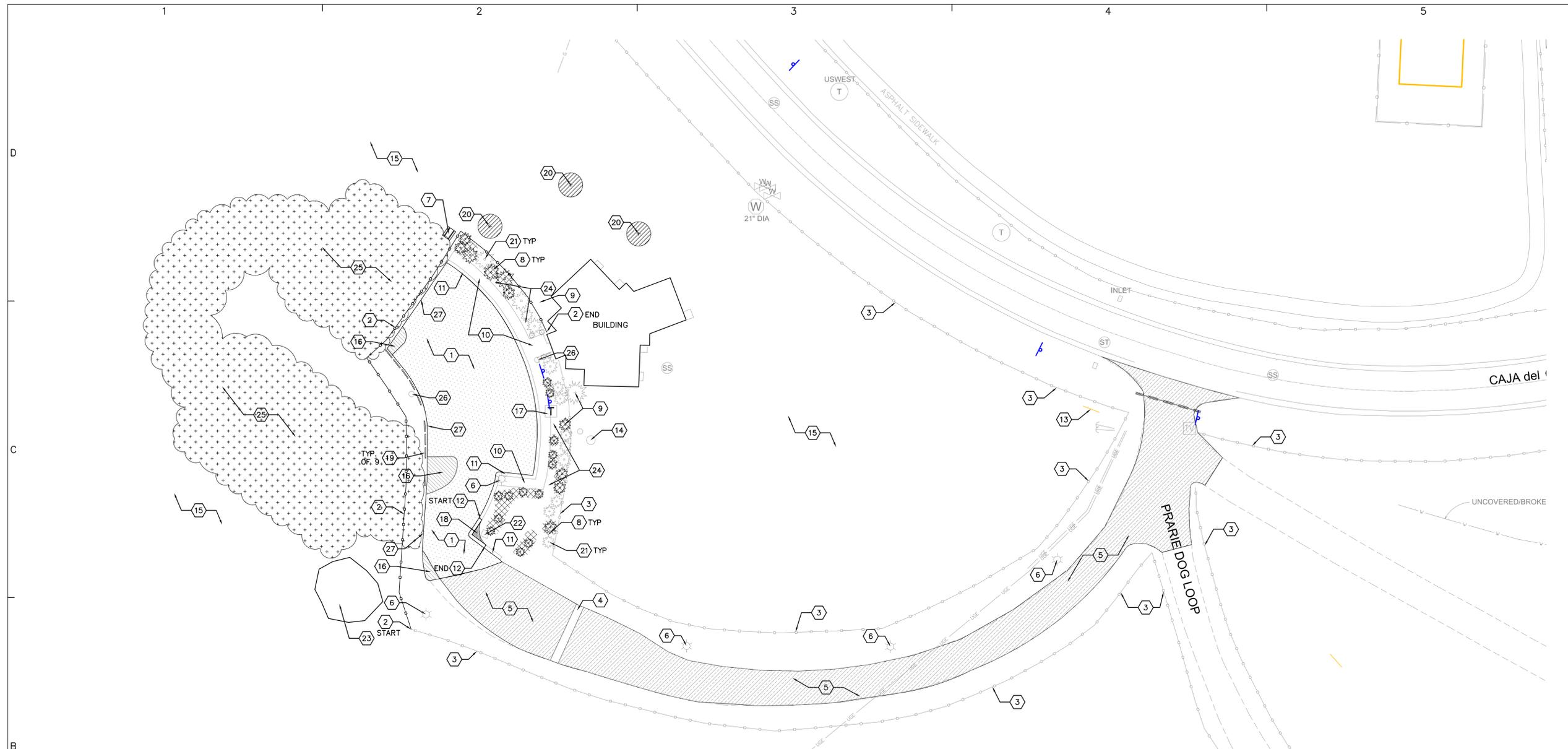
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SHEET TITLE

DEMOLITION
PLAN

DRAWING SHEET

LD101



DEMOLITION KEYED NOTES

- BASE BID: EXISTING ASPHALT TO REMAIN. ADDITIVE ALTERNATE #1: ASPHALT TO BE MILLED, SEE CONSTRUCTION PLAN SHEET LS101 KEYED NOTE 8.
- POST AND CABLE FENCE TO BE REMOVED. THE POST AND CABLE SHALL BE SALVAGED FOR REUSE. SEE CONSTRUCTION PLAN KEYED NOTE #11 FOR PROPOSED POST AND CABLE FENCE ALIGNMENT.
- EXISTING POST AND CABLE FENCE TO REMAIN.
- EXISTING CONCRETE VALLEY GUTTER TO REMAIN.
- EXISTING BASE COURSE ENTRY DRIVE TO REMAIN. SEE CONSTRUCTION PLAN FOR PROPOSED ASPHALT OVER-LAYMENT.
- EXISTING LIGHT POLE TO REMAIN.
- PICNIC TABLE TO BE RELOCATED. SEE CONSTRUCTION PLAN FOR NEW LOCATION.
- EXISTING GROUPING OF LARGE SHRUBS AND ROOTBALLS TO BE REMOVED AND PROPERLY DISPOSED OF. VOID SHALL BE FILLED WITH CLEAN FILL DIRT.
- EXISTING TREE OR SHRUB TO REMAIN. SEE VEGETATION PROTECTION NOTES.
- EXISTING CONCRETE WALK TO REMAIN.
- EXISTING CURB AND GUTTER TO REMAIN.
- EXISTING CURB AND GUTTER TO BE REMOVED AND PROPERLY DISPOSED OF. REMOVE TO NEAREST JOINT.
- EXISTING ENTRY SIGN TO REMAIN. SEE CONSTRUCTION PLAN FOR REFURBISHING SIGN.
- EXISTING CISTERN AND IRRIGATION SYSTEM TO BE RENOVATED. SEE IRRIGATION PLAN.
- EXISTING NATIVE GRASSES AND SHRUBS TO REMAIN. SEE DEMOLITION GENERAL NOTE F.
- EXISTING ASPHALT TO BE SAWCUT, REMOVED, AND PROPERLY DISPOSED OF.
- EXISTING TRANSFORMER TO REMAIN.
- REMOVE AND PROPERLY DISPOSE OF DIRT AS REQUIRED FOR NEW CURB AND GUTTER ALIGNMENT. SEE CONSTRUCTION PLAN FOR NEW CURB AND GUTTER.
- EXISTING CONCRETE PARKING BUMPER TO BE RELOCATED. SEE CONSTRUCTION PLAN, SHEET LS101 FOR NEW LOCATIONS.
- EXISTING TREE AND ROOTBALL TO BE REMOVED AND PROPERLY DISPOSED OF.
- EXISTING SHRUB TO REMAIN. PRUNE AS DIRECTED BY LANDSCAPE ARCHITECT.
- EXISTING BOULDER TO BE RELOCATED.
- EXISTING CONCRETE RUBBISH PILE TO BE REMOVED AND PROPERLY DISPOSED OF.
- EXISTING LANDSCAPED AREA TO BE GENERALLY CLEANED UP. CLEAN UP SHALL INCLUDE REMOVING AND PROPERLY DISPOSING OF RUSSIAN SAGE SPROUTS AND OTHER MISCELLANEOUS SHRUBS, GRASSES AND WEEDS NOT NOTED TO REMAIN. GRAVEL MULCH SHALL BE SIFTED AND REINSTALLED ON SITE. WEED BARRIER FABRIC AND ABOVE GROUND IRRIGATION EQUIPMENT SHALL BE REMOVED AND PROPERLY DISPOSED OF. GENERAL CLEAN UP SHALL OCCUR THROUGHOUT LANDSCAPES BETWEEN THE EXISTING POST AND CABLE BARRIER AND EXISTING SIDEWALK.
- CLEAR AND GRUB TO EXTENTS OF PROPOSED PARKING LOT EXPANSION.
- EXISTING LIGHT BOLLARD TO BE RELOCATED. SEE CONSTRUCTION PLAN FOR NEW LOCATION.
- SAWCUT EDGE OF EXISTING ASPHALT TO ACCOMMODATE CONSTRUCTION OF PROPOSED PARKING LOT EXPANSION.

DEMOLITION GENERAL NOTES

- CONTRACTOR SHALL FILL AND COMPACT ALL VOIDS CREATED BY DEMOLITION WORK WITH CLEAN BACKFILL MATERIAL WHICH SHALL BE APPROVED BY OWNER PRIOR TO BACKFILL OPERATIONS.
- CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT NEW MEXICO ONE CALL SYSTEM (1-800-321-2537) FOR LOCATION OF EXISTING UTILITIES.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE NO DAMAGE OCCURS TO EXISTING STRUCTURES, TREES, AND PAVEMENT TO REMAIN AND ITEMS TO BE SALVAGED. ANY DAMAGE TO ITEMS TO REMAIN OR TO BE SALVAGED RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- ALL AREAS ADJACENT TO THE SITE SHALL BE MAINTAINED IN A CLEAN CONDITION, MUD AND DUST FREE AT ALL TIMES.
- CONTRACTOR SHALL MINIMIZE THE IMPACT TO EXISTING NATIVE GRASS AND SHRUBS DUE TO CONSTRUCTION OPERATION. THE NATIVE GRASS AND SHRUBS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. ANY NATIVE GRASS AND SHRUB DAMAGE OUT SIDE OF CONSTRUCTION AREA SHALL BE REPAIRED AND RE-SEEDED AT NO ADDITIONAL COST TO THE OWNER.
- EXISTING DRIP IRRIGATION TO TREES AND SHRUBS DESIGNATED TO BE REMOVED SHALL BE CAPPED OR REMOVED. CONTRACTOR SHALL COORDINATED WITH LANDSCAPE ARCHITECT. ALL ABOVE GRADE EQUIPMENT SHALL BE REMOVED. BELOW GRADE VALVE ASSEMBLIES AND BOXES SHALL BE REMOVED AND VOIDS FILLED AND COMPACTED WITH CLEAN FILL.
- CONTRACTOR SHALL MAINTAIN POWER TO OPERATION OF ALL EXISTING LIGHTS TO REMAIN THROUGHOUT THE DURATION OF THE WORK. CONTRACTOR SHALL REPAIR OR REPLACED ANY DAMAGE LIGHT FIXTURES, CONDUITS AND WIRING AT NO ADDITIONAL COST TO OWNER.

VEGETATION PROJECTION NOTES

- EXISTING TREES AND SHRUBS NOT SHOWN TO BE REMOVED SHALL BE PROTECTED THROUGHOUT CONSTRUCTION. ANY TREE OR SHRUB DAMAGED DUE TO CONSTRUCTION OPERATIONS SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE EXISTING TREES AND SHRUBS DESIGNATED TO REMAIN RECEIVE REGULAR WATER THROUGHOUT CONSTRUCTION. WATER AS REQUIRED TO MAINTAIN THE HEALTH OF TREES AND SHRUBS, MINIMUM OF 2 TIMES A WEEK.

HATCH AND SYMBOL LEGEND

- EXISTING ASPHALT TO REMAIN - SEE KEYED NOTE #1.
- EXISTING BASE COURSE ENTRY DRIVE TO REMAIN - SEE KEYED NOTE #5.
- EXISTING GROUPING OF LARGE SHRUBS TO BE REMOVED - SEE KEYED NOTE #8.
- EXISTING ASPHALT TO BE REMOVED - SEE KEYED NOTE #16.
- EXISTING DIRT TO BE REMOVED - SEE KEYED NOTE #18.

A1 DEMOLITION PLAN
SCALE: 1"=30'-0"





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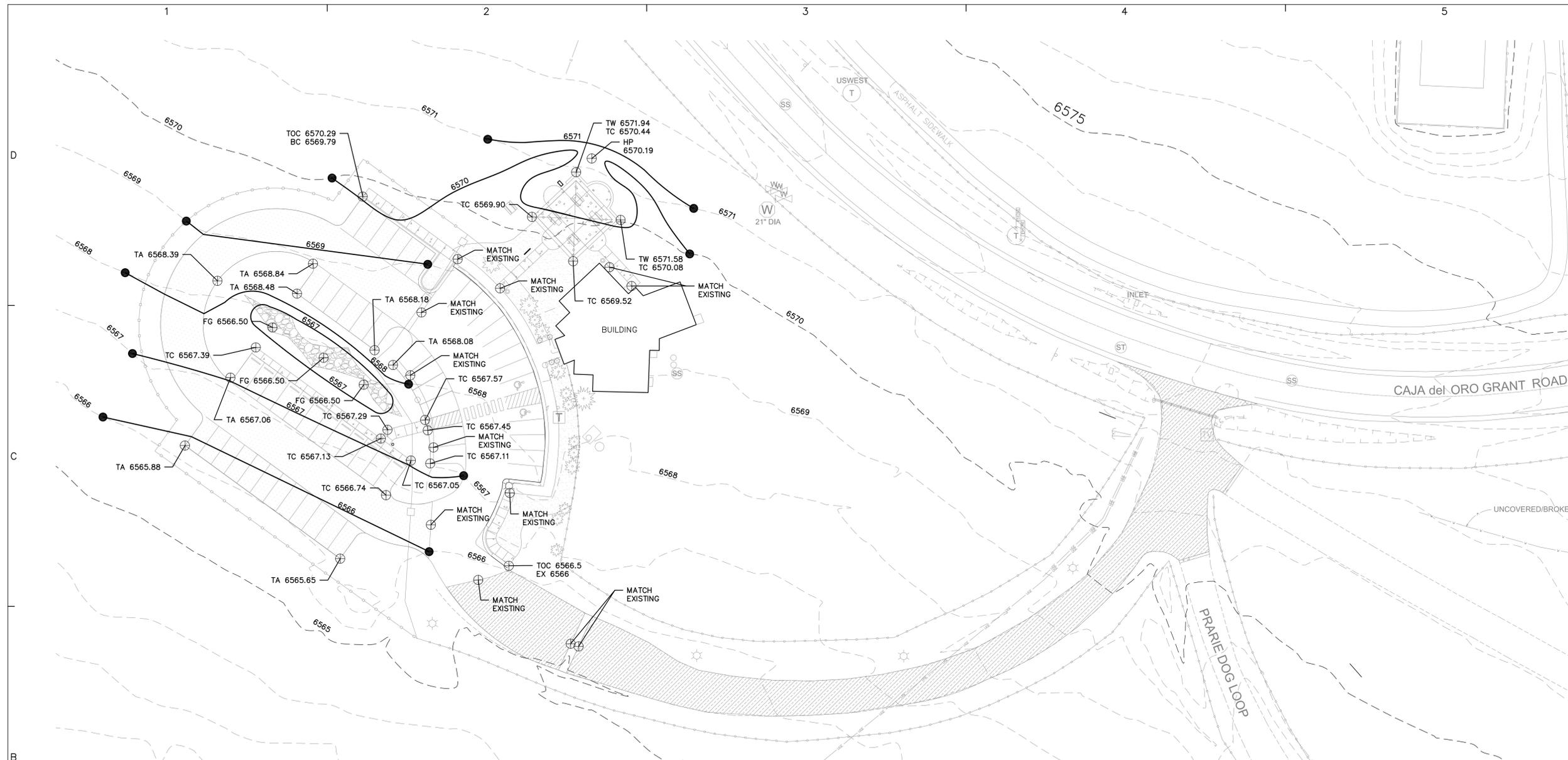
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SHEET TITLE

GRADING
PLAN

DRAWING SHEET

LG101



B1 GRADING PLAN
SCALE: 1"=30'-0"



GRADING LEGEND

- 6985 PROPOSED CONTOURS
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- 8.36 SPOT ELEVATION

GRADING ABBREVIATIONS

- EX EXISTING ELEVATION
- BC BOTTOM OF CURB
- TC TOP OF CONCRETE
- TOC TOP OF CURB
- TW TOP OF WALL
- FG FINISHED GRADE
- TG TOP OF EXIST GRATE AT DROP INLET
- TB TOP CONCRETE BANK
- TA TOP OF ASPHALT

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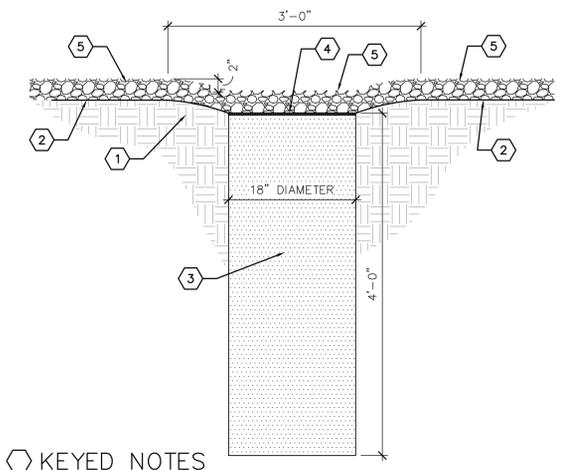
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SHEET TITLE

CONSTRUCTION
 DETAILS

DRAWING SHEET
 LS501



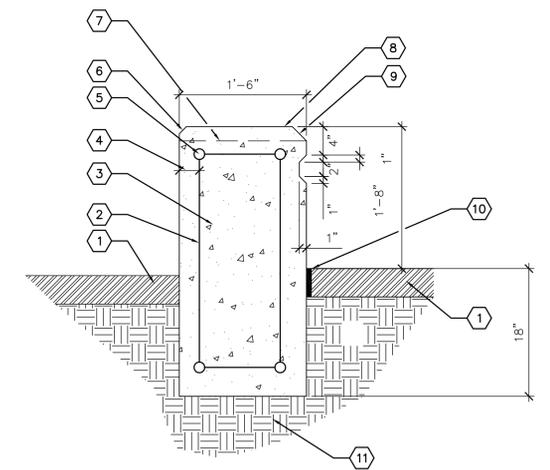
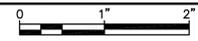
KEYED NOTES

1. NATIVE SOIL AT PLANTING BED.
2. FINISH GRADE AT SEEDING BED - CREATE 2" DEEP DEPRESSION WITHIN 36" DIAMETER AREA AROUND SPONGE.
3. COMPOST BLEND SHALL BE A HOMOGENOUS BLEND OF PUMICE, PARTIALLY COMPOSTED WOODY MATERIALS, AND AGED COMPOST. BASIS OF DESIGN IS 'PS3' AS AVAILABLE FROM SOLUTIONS, INC. (505-877-0220).
4. 1/2" DEPTH SOIL CAP.
5. BIO SWALE SURFACE MATERIAL PER PLANTING PLAN SHEET LP101.

NOTE: INSTALL WATER RETENTION SPONGES AT 10' O.C. AT BOTTOM OF DETENTION POND.

C4 WATER RETENTION SPONGE

SCALE: 1" = 1'-0"



KEYED NOTES

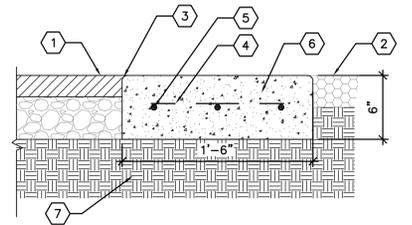
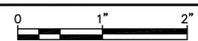
1. MATERIAL VARIES.
2. #4 @ 18" VERTICAL.
3. 3000 PSI CONCRETE WITH INTEGRAL COLOR SOLOMON '760 WHEAT.'
4. 3" MINIMUM COVER (TYP.).
5. #4 @ 18" HORIZONTAL AND CONTINUOUS.
6. 1" CHAMFER.
7. 1" CHAMFER SET IN TOP OF WALL @ 3' ON CENTER AS SKATEBOARD DETERRENT.
8. TOP OF WALL ELEVATION VARIES.
9. 2" CHAMFER.
10. 1/2" FELT EXPANSION JOINT WITH 1/2" DEPTH SEALANT WHERE WALL ABUTS CONCRETE PAVING OR OTHER HARD SURFACE.
11. COMPACTED SUBGRADE.

GENERAL NOTES

- A. THE FINISH SURFACES OF THE WALLS SHALL BE FREE OF HONEYCOMB PATTERNS AND SHARP OR ROUGH EDGES. EXPOSED, UNIFORMLY-SPACED, SNAP TIE INDENTIONS WILL BE ACCEPTABLE.
- B. RUBBING OR PATCHING OF EXPOSED WALL SURFACES IS NOT ACCEPTABLE.

A4 SEAT WALL - SECTION

SCALE: 1"=1'-0"



KEYED NOTES

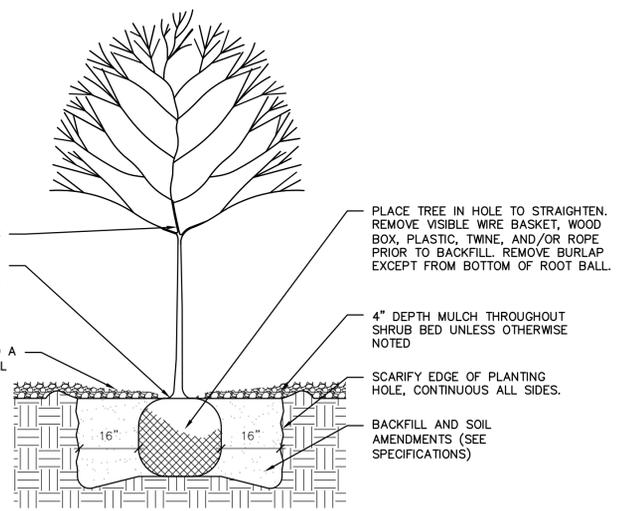
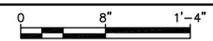
1. NEW ASPHALT PAVING PER DETAIL D1. TOP OF ASPHALT SHALL BE FLUSH WITH TOP OF CONCRETE EDGER.
2. EXISTING BASE COURSE ROAD TO REMAIN.
3. TOOLED EDGE (TYP.).
4. #4 REBAR AT 48" O.C.
5. #5 REBAR, HORIZONTAL AND CONTINUOUS AT 12" O.C.
6. 3000 PSI CONCRETE.
7. 95% COMPACTED SUBGRADE.

GENERAL NOTES

- A. PLACE EXPANSION JOINTS AT 20'-0" O.C. WITH CONTROL JOINTS AT 5'-0" O.C.

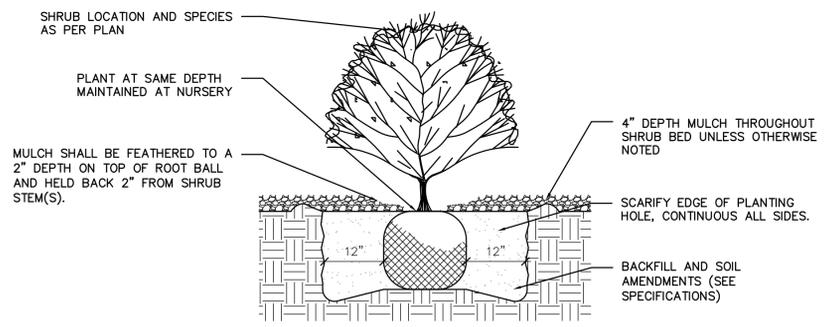
C3 CONCRETE EDGER

SCALE: 1 1/2" = 1'-0"



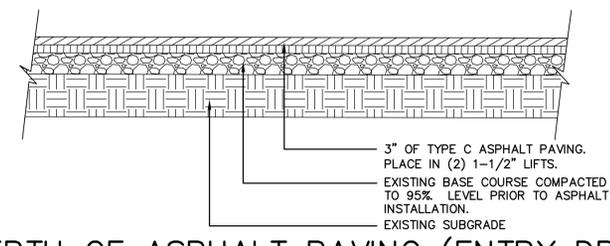
B3 TREE PLANTING

SCALE: N.T.S.



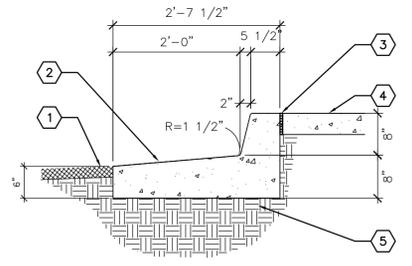
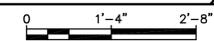
A3 SHRUB PLANTING

SCALE: N.T.S.



D1 3" DEPTH OF ASPHALT PAVING (ENTRY DRIVE)

SCALE: 3/4" = 1'

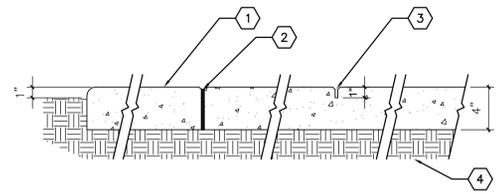
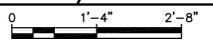


KEYED NOTES

1. ASPHALT PAVING.
2. 3000 PSI CONCRETE CURB AND GUTTER.
3. EXPANSION JOINT.
4. EXISTING SIDEWALK.
5. COMPACT SUBGRADE TO 95%.

C1 STANDARD CURB/GUTTER

SCALE: 3/4" = 1'-0"



KEYED NOTES

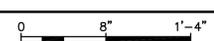
1. 3000 PSI CONCRETE PAVING W/MEDIUM BROOM FINISH.
2. EXPANSION JOINT PER PLAN. SEE GENERAL NOTE #B.
3. CONTROL JOINT PER PLAN. SEE GENERAL NOTE #C.
4. 95% COMPACTED SUBGRADE.

GENERAL NOTES

- A. CONTROL JOINTS AND EXPANSION JOINTS SHALL BE AS SHOWN ON PLAN. INSTALL EXPANSION JOINTS WHERE PAVING ABUTS EXISTING BUILDINGS, CURBS, SEATING WALLS, WALKS AND OTHER HARD CONSTRUCTION.
- B. 1/2" WIDE EXPANSION JOINT WITH FELT EXPANSION MATERIAL. FELT EXPANSION MATERIAL SHALL BE RECESSED 1/2" OPPOSING CONCRETE EDGES OF JOINT SHALL HAVE 1/4" RADIUS TOOLED EDGE. JOINTS SHALL BE LOCATED EVERY 20'-0" O.C. MAXIMUM. FELT EXPANSION MATERIAL SHALL BE SET WITH PLASTIC EXPANSION JOINT CAP. TOP OF CAP SHALL BE FLUSH WITH TOP OF CONCRETE. AFTER CONCRETE HAS CURED, TOP OF CAP SHALL BE REMOVED AND DISCARDED. RESULTING CHANNEL SHALL BE FILLED WITH ONE-PART ELASTOMERIC SELF-LEVELING POLYURETHANE SEALANT. TOP OF SEALANT SHALL BE FLUSH WITH (OR SLIGHTLY BELOW) TOP OF CONCRETE. FINISHED SEALANT SHALL HAVE A SMOOTH STRAIGHT UNIFORM EDGE AND SHALL NOT EXTEND OVER SURFACE OF CONCRETE OR INTO ADJACENT CONTROL JOINTS. SEALANT SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL PROTECT JOINT FROM DIRT AND TRAFFIC UNTIL SEALANT HAS CURED. CONTRACTOR SHALL SUBMIT SEALANT COLOR SAMPLES TO LANDSCAPE ARCHITECT FOR SELECTION PRIOR TO APPLICATION.
- C. 1/8" x 1" DEEP TOOLED AND SAW CUT CONTROL JOINT AT 6'-0" O.C. JOINTS SHALL BE TOOLED FIRST, THEN SAW CUT TO 1" DEPTH. THE SAW CUT JOINTS SHALL BE CUT WITHIN 1-4 HOURS (DEPENDING UPON WEATHER CONDITIONS) AFTER FINISHING OF CONCRETE. JOINTS SHALL BE CUT WITH AN EARLY ENTRY TYPE DRY CUT SAW. SPALLING OF CONCRETE FINISH AT EDGE OF CUT IS NOT ACCEPTABLE.

A1 CONCRETE PAVING

SCALE: 1 1/2" = 1'-0"





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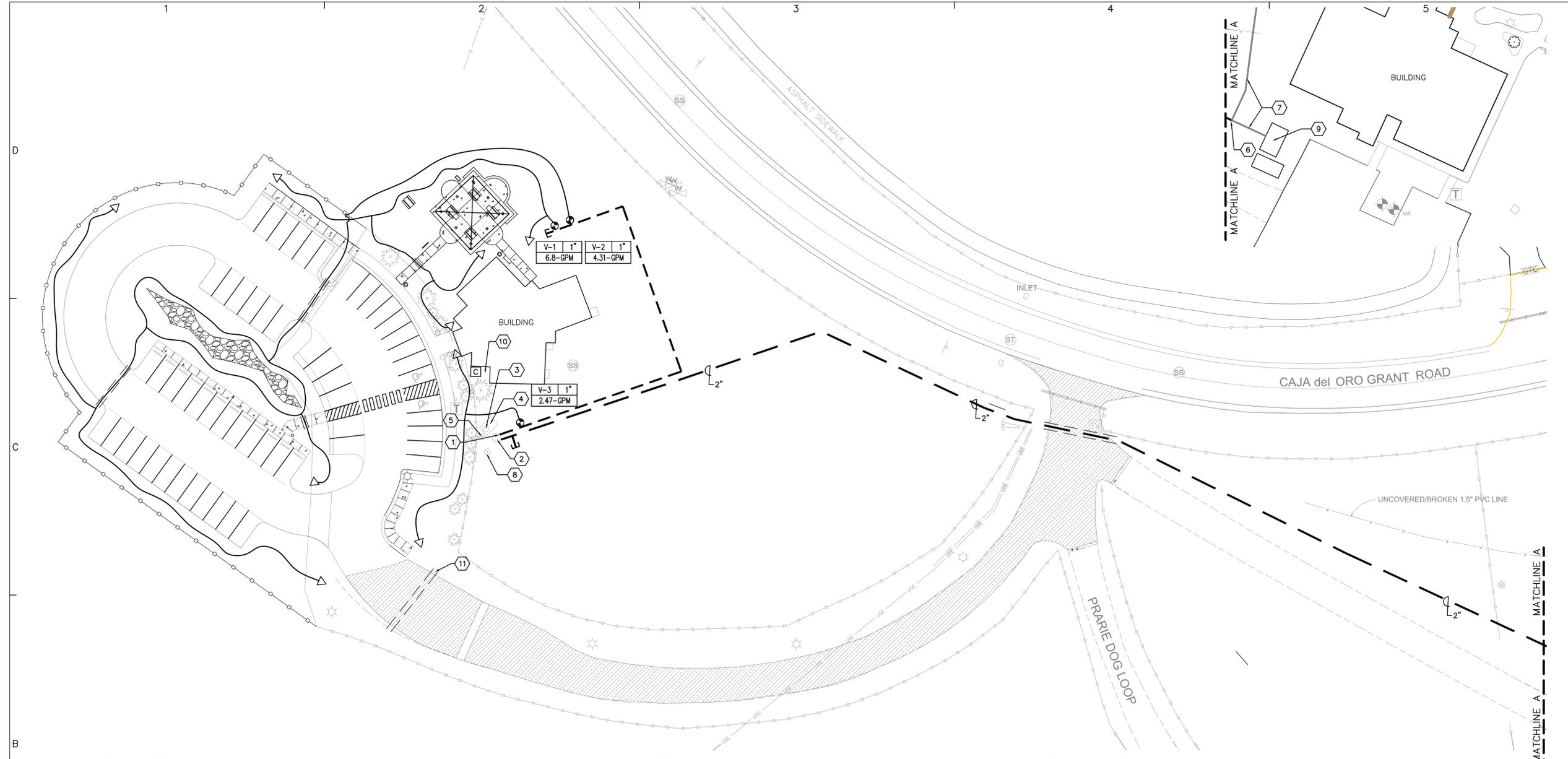
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SHEET TITLE

**IRRIGATION
PLAN**

DRAWING SHEET

LI101



IRRIGATION LEGEND

- SUPPLY LINE FROM WELL, SCHEDULE 40, BELL END, SOLVENT WELD PVC, DEPTH OF BURY 36". SIZE AS SHOWN ON PLAN.
- - - IRRIGATION MAIN LINE, SCHEDULE 40, BELL END, SOLVENT WELD PVC, SIZE 1". DEPTH OF BURY 24".
- ~ 3/4" POLYETHYLENE PRESSURE RATED DRIP TUBING. DEPTH OF BURY 6". LINES THROUGH SLEEVES SHALL BE 1" SCH. 40 PVC, SEE DETAIL A3/LI501 FOR POLY TO PVC CONNECTION. SLEEVE BURY DEPTH 24". INSTALL NEW DRIP DISTRIBUTION TUBING AND EMITTERS TO EXISTING TREES AND SHRUBS TO REMAIN PER IRRIGATION NOTE I.
- == MAIN LINE AND LATERAL SLEEVE PIPING, CLASS 200, SDR-21, BELL-END, SOLVENT WELD PVC.
- ⊕ REMOTE CONTROL RAIN BIRD DRIP VALVE ZONE KIT. INSTALL PER DETAIL B4/LI501. INSTALL WITH PURPLE NON-POTABLE WATER VALVE STEM.
- ⊠ MANUAL ISOLATION VALVE ASSEMBLY, SPEARS SCH. 80 PVC BALL VALVE WITH UNIONS, SAME SIZE AS LINE. INSTALL PER DETAIL A4/LI501.
- △ DRIP FLUSH CAP, INSTALL PER DETAIL B3/LI501.
- L SOLVENT WELD PVC CAP, SIZE PER LINE SIZE.
- ⓐ EXISTING WALL MOUNT EXTERIOR CONTROLLER. ROUTE CONTROL AND COMMON WIRES TO NEW VALVES.

IRRIGATION NOTES

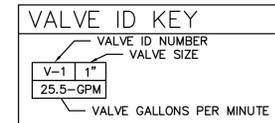
- A. WHERE SLEEVING IS SHOWN ON THE PLAN, INSTALLATION SHALL BE COORDINATED WITH ALL TRADES TO ENSURE THAT PIPE AND SLEEVES ARE INSTALLED AT PROPER DEPTHS AND PRIOR TO INSTALLATION OF CURB AND GUTTER, ASPHALT PAVEMENT, SIDEWALKS, CONCRETE PADS, ETC.
- B. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT PROPOSED IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS, WRITTEN SPECIFICATIONS AND DETAILS.
- C. FOR PVC IRRIGATION PIPING AND EQUIPMENT REFERENCE SPECIFICATION SECTION 328400 - LANDSCAPE IRRIGATION SYSTEM.
- D. THE LOCATION AND SIZE OF IRRIGATION EQUIPMENT ON THE PLAN IS SHOWN DIAGRAMMATICALLY FOR GRAPHIC CLARITY. THE LOCATION OF CONTROLLERS, PUMPS, BACKFLOW PREVENTERS, VALVES, ETC. SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- E. THE LOCATION OF IRRIGATION MAIN AND DRIP LINES ON THE PLAN IS SHOWN DIAGRAMMATICALLY FOR GRAPHIC CLARITY. UNLESS OTHERWISE NOTED ON THE PLAN, ANY IRRIGATION LINES SHOWN IN HARDSCAPE AREAS IS FOR GRAPHIC CLARITY ONLY. IRRIGATION LINES SHALL BE LOCATED IN IMMEDIATELY ADJACENT LANDSCAPE AREAS.
- F. ALL VALVE BOXES SHALL BE TAN WITH PURPLE BOLT-DOWN LIDS.
- G. IRRIGATION SYSTEM WAS DESIGNED AT A MINIMUM STATIC PRESSURE OF 40 PSI AT THE POINT OF CONNECTION. CONTRACTOR SHALL VERIFY ACTUAL PSI AND DELIVER RESULTS TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. IN THE EVENT THE ACTUAL PSI IS LESS THAN 40 PSI THE CONTRACTOR SHALL RECEIVE DIRECTION FROM LANDSCAPE ARCHITECT REGARDING DESIGN MODIFICATIONS IF NECESSARY.
- H. FOR NON-POTABLE WATER SOURCES PAINT THE FOLLOWING ITEMS PURPLE: HOSE BIB, PUMP VAULT LID, AND CISTERN MANHOLE LID.
- I. DRIP EMITTER MODELS AND SCHEDULE:

THE CONTRACTOR SHALL INSTALL TORO E-2 CLASSIC FLAG DRIP EMITTERS, MODEL T-DBK08-RED (2.0 GPH) AT THE FOLLOWING SCHEDULE. INSTALL 1/4" TRANSFER BARBS ON 3/4" POLY PIPE AND 1/4" DRIP TUBING FROM TRANSFER BARBS TO PLANT. EMITTERS SHALL BE INSTALLED ON ENDS OF 1/4" DRIP TUBING AND SHALL BE 1" ABOVE FINISH GRADE. DEPTH OF BURY FOR 1/4" TUBING SHALL BE 6". SPACE EMITTERS EVENLY AROUND DRIFLINE OF PLANT, SEE DETAIL D4/LI501.

PLANT TYPE	NUMBERS OF EMITTERS
TREES	6
SHRUBS	2

IRRIGATION KEY NOTES

1. CONNECT MAINLINE TO 1" DISCHARGE FROM PUMP.
2. INSTALL PUMP IN EXISTING VAULT, SEE DETAILS A1 & C1/LI501. SEE ALSO IRRIGATION NOTE H.
3. CISTERN MANHOLE LID, SEE IRRIGATION NOTE H.
4. UNDERGROUND CISTERN - LOCATION SHOWN IS APPROXIMATE.
5. EXISTING NON-POTABLE HOSE BIB FROM CISTERN TO REMAIN.
6. CONNECT NEW 2" SCH. 40 PVC LINE TO EXISTING 2" LINE.
7. EXISTING 2" PVC LINE.
8. EXISTING HOSE BIB CONNECTED TO WATER LINE FROM BUILDING TO REMAIN.
9. EXISTING PUMP STATION AND STORAGE TANK.
10. EXISTING IRRIGATION VALVE MANIFOLD AND SHUT OFF VALVE. REMOVE EQUIPMENT AND CAP LINE BELOW GRADE.
11. 4" CLASS 200, SDR-21, BELL-END, SOLVENT WELD PVC WELD SLEEVE FOR FUTURE USE. SLEEVE BURY DEPTH 24". ENDS SHALL BE DUCK TAPED TO PREVENT DIRT FROM ENTERING SLEEVE.



CISTERN NOTES:

1. CONTRACTOR SHALL PUMP OUT EXISTING CISTERN AND REMOVE ANY ACCUMULATED SEDIMENT.
2. CONTRACTOR SHALL FLUSH EXISTING OVERFLOW LINE AND VERIFY OPERATION.
3. CONTRACTOR SHALL REMOVE SEDIMENT FROM ALL DOWNSPOUT CATCH BASINS AT BUILDING. FLUSH DRAIN LINES AS REQUIRED AND VERIFY OPERATION.

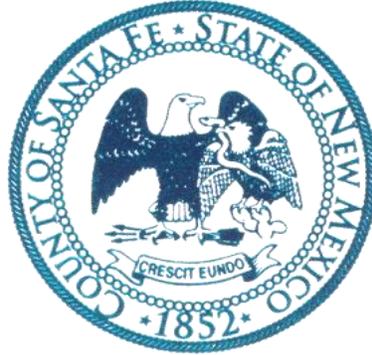
A1 IRRIGATION PLAN
SCALE: 1"=30'-0"



APPENDIX F

**Sample Construction Contract
(As Follows)**

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



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

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

Hereafter "County":

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

Hereafter "Contractor":

TELEPHONE: _____
E-MAIL ADDRESS: _____

ARCHITECT [or ENGINEER]

NAME: _____
ADDRESS: _____

TELEPHONE: _____
E-MAIL ADDRESS: _____

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RECITALS

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

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

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

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

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

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

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 DOCUMENTS

The contract documents consist of the following:

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

1.2 CERTIFICATES AND DOCUMENTATION

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

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

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

Exhibit G
Exhibit H
Exhibit I
Exhibit J

**ARTICLE 2
THE WORK**

2.1 THE WORK

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

Insert description of work

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

3.1 EFFECTIVE DATE

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

3.2 TIME OF COMMENCEMENT

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

3.3 SUBSTANTIAL COMPLETION

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

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

3.5 AMENDMENTS

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

**ARTICLE 4
CONTRACT SUM**

4.1 LUMP SUM

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

4.2 CONTRACT AMOUNT

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

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

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 PROGRESS PAYMENTS

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

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

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

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

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

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

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

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

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

SANTA FE COUNTY

, Chair
Santa Fe County Board of County Commissioners

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Don D. Moya
Interim Finance Director

Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

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

1.0 DEFINITIONS

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

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

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

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

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

2. CONTRACT AND CONTRACT DOCUMENTS

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

3. PLANS, SPECIFICATIONS AND ADDENDA

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

4. CONTRACT SECURITY – BONDS

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

5. TERMS AND MEANINGS

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

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

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

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

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

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

7. EFFECTIVE DATE AND TERM

- 7.1** This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2** This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2** Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

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

9. APPROPRIATIONS AND AUTHORIZATIONS

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

10. AMENDMENTS – CHANGE ORDERS

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

11. INDEMNIFICATION

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

- 11.2** The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- 11.3** The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1** Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.
- 12.2** A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
- 12.3** Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

- 13.1** Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.
- 13.2** County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

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

14. INSURANCE

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

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

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

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

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

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

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

- 14.7** Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 14.8** Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9** Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10** Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

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

15.2 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

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

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

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

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

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

17. ASSIGNMENT

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

18. SUBCONTRACTING

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

attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

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

19. PERSONNEL

- 19.1** All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- 19.2** The Contractor represents that it has, or will secure at its own expense, all personnel

required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

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

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

To the Contractor: _____

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

21. RELEASE

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

22. WAIVER

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

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

2. SHOP OR SETTING DRAWINGS

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

3. MATERIALS, SERVICES AND FACILITIES

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

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

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1** No materials or supplies for the work shall be purchased by the Contractor or by any

subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

5.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.

5.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

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

7. PATENTS

7.1 The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

7.2 License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.

7.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or

copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

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

9. CONTRACTOR'S OBLIGATIONS

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

10. WEATHER CONDITIONS

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

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1** The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.
- 11.2** In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.
- 11.3** Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.
- 11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

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

13. REPORTS, RECORDS AND DATA

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

14. SUPERINTENDENT BY CONTRACTOR

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

15. CHANGES IN WORK

- 15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work

covered by the approved change shall be determined by one or more, or a combination of the following methods:

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

16. EXTRAS

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

17. INSPECTION OF SERVICES

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

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

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

17.4 If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be

corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

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

18. CORRECTION OF WORK

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

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.

19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

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

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

21. CLAIMS FOR EXTRA COST

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

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

22.2 Schedule

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

23. ASSIGNMENTS

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

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

25. SEPARATE CONTRACT

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

26. ARCHITECT/ENGINEER'S AUTHORITY

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

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

27. STATED ALLOWANCES

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

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

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

29. QUANTITIES OF ESTIMATE

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

30. LANDS AND RIGHTS-OF-WAY

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

31. GENERAL GUARANTY

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

32. PROTECTION OF LIVES AND HEALTH

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

33. INTEREST OF MEMBER

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

34. OTHER PROHIBITED INTERESTS

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

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

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

ATTACHMENT A

BID SHEETS

ATTACHMENT B
ADDENDA & MODIFICATIONS

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

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

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

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

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:
 - c. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - 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 _____, 2016.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY’S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND

(SAMPLE)

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

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2016, with the COUNTY for the construction services for the (insert project description) Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

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

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
 - (4) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

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

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

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

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

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

FIRM: _____

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

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, **Public Works Department**

CONTRACT NO. _____

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

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

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

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO: DATE:
PROJECT:
ATTN: PROJECT NO.
CONTRACT NO.
IFB NO.

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

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion _____ calendar days thereafter, which shall be _____, 2016, unless modified by Change Order.

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

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

OWNER: Santa Fe County
SFC _____ DEPARTMENT

By: _____
Director, SFC Department

EXHIBIT I
CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

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

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

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

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

The Original Contract Sum was
Net change by previously authorized Change Orders \$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be
increased/decreased/unchanged
by this Change Order in the amount of \$0.00
The new contract Sum including this Change Order will be \$0.00
The Contract Time will be increased/decreased/unchanged by 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: _____ Date: _____

Approved as to form:

By: _____ Date: _____
Gregory S. Shaffer
County Attorney

Finance Department:

By: _____ Date: _____
Don D. Moya
Interim Finance Director

CONTRACTOR By: _____ Date: _____

Title: _____

ARCHITECT/ENGINEER By: _____ Date: _____

Title: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

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

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

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

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

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

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

The punch list consists of _____(indicate number of items) items.

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

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

Punch List Items: (Use additional sheets if necessary)