

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall
BID # '22/21/B
ADDENDUM NO. 1
December 9, 2021

Clarifications for the plans and project manual (Bid Book):

1. The quantity in the Bid Schedule* for Additive Alternative 7: Area 7 – Alejandro St. Rundown, Bid Item No. 15 – Earthwork (Excavation & Compacted Backfill) shall be corrected to read 61 CY.
2. The quantity in the Bid Schedule* for Additive Alternative 7: Area 7 – Alejandro St. Rundown, Bid Item No. 16 – Remove Excess Material from Site shall be corrected to read 1,103 CY.

*a revised copy of Page 25 of 89 of the Bid Book is attached to this addendum.

3. On Sheet 4 of the Construction Drawings for the 500 C (CWSRF 088) – Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall dated November 15, 2021, The Summary of Earthwork Table shall be replaced with the following corrected table:

		CUT	FILL	NET	
BASE BID	AREA 4	46	9	36	CUT
	AREA 6	987	338	649	CUT
	AREA 8	77	728	651	FILL
		1,110	1,075		
		BASE BID NET CUT		35	CY

		CUT	FILL	NET	
ADD. ALT 7	AREA 7	1,164	61	1,103	CUT
		ALT. 7 NET CUT		1,103	CY

		CUT	FILL	NET	
ADD. ALT. 6A	AREA 6A	370	137	232	CUT
		ALT. 6A NET CUT		232	CY

		CUT	FILL	NET	
ADD. ALT. 5	AREA 5	16	16	0	FILL
		ALT. 5 NET CUT		0	CY

Questions and answers from the Pre-bid Meeting, 12/7/2021:

Q1: How do we solicit bids from disadvantaged subcontractors?

A1: The City sent a link to the contractors for the Horizons website: <http://horizonsofnewmexico.org>

Q2: Please provide clarity on the XP-215 form/requirement, the link does not provide the answers the Contractors need.

A2: The XP-215 MBW/WBE/SBRA Utilization Form is located in Appendix B of the bid book and is listed as Item 2 on the second page of Appendix B under Required Federal Forms.

Q3: Please verify property ownership at Alejandro St potential access location.

A3: The property to the west of Alejandro Street is private property. However, city property begins just north of the guardrail at the end of Alejandro Street. There is also city-owned property at end of La Joya Street- please see map below:



Q4: Why are the unit prices per traffic control component listed out while still asking for a lump sum quote in the base bid, in addition to lump sum for the subsequent alternatives?

A4: Please disregard the table titled "Section 702 – Traffic Control Devices for Construction" included as page 22 of the Bid Book. The Contractor is not required to submit unit prices for traffic control devices. The Contractor will be required to submit for approval by the Project Manager a Traffic Control Plan for the work in accordance with Bid Book Article F.10 – Section 702 Traffic Control Devices During Construction. Bid Item Numbers 11, 24, 36, and 45 listed for Traffic Control in the Bid Schedule are to be bid at the lump sum unit price for each of these bid items.

Q5: When will the project be awarded?

A5: Tentative award date is 1/26/2022.

Q6: Will a confirmation of receipt of bid be provided from the emailed submittal?

A6: The contractor must request a read receipt, by selecting this option in their email settings, when submitting their bid via email (requesting a read receipt in writing, in the body of the email, will not guarantee a reply)

Q7: Will the City's website be updated to reflect the readable plan set that was distributed by email?

A7: Please see City of Santa Fe website (https://www.santafenm.gov/bids_rfps/detail/2221b) for a link to download a corrected set of Construction Drawings.

Q8: Will the City consider pushing the bid due date to the first week in January, or later?

A8: No.

Q9: Please clarify the diameter for trees to be saved in all areas of work.

A9: Contractor shall clear and grub existing non-native trees from within limits of disturbance with a diameter at breast height (DBH) caliper less than 6 inches. Any tree to be removed greater than 6 inches in diameter must receive approval by Public Works, prior to removal.

Q10: For bonding purposes, what is the estimated range by the City of Engineer's estimate for this project?

A10: Construction cost for the Base Bid is estimated to range between \$600-750 thousand dollars. Construction Cost for the complete project (Base Bid + 3 Additive Alternatives) is estimated to range between \$900 thousand and 1.6 million dollars.

Q11: Please identify the two quarries the City has worked with for boulders for such projects? Do they provide boulders that meet the density requirements as outlined in the proposal?

A11: Two sources that have provided limestone boulders on previous projects include: New Mexico Travertine (Belen, NM) and the Tijeras Quarry. The Contractor is responsible for verification that any potential source of boulders can meet the material specifications for the project quantities.

Q12: How will testing be covered?

A12: Testing will be done in compliance with the NMDOT testing requirements; however, once acceptable test results have been obtained for a specific type of work (e.g. subgrade compaction for grouted rundowns) if the process used to obtain those results is documented and followed on subsequent structures, to the satisfaction of the City's representative, additional testing for that same type of work may be waived. Costs and conduct of testing will be the responsibility of the Contractor, and will be incidental to the unit costs for the respective work.

All other pertinent information to remain the same.

Desiree Jojola


RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of the compliance with any terms and conditions stated in the addenda.

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
12			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
13			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
14			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	61
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
15			
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	1105
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
16			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
17			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
18			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
19			

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall

BID # '22/21/B
ADDENDUM NO. 2
December 20, 2021

Clarifications for the plans and project manual (Bid Book):

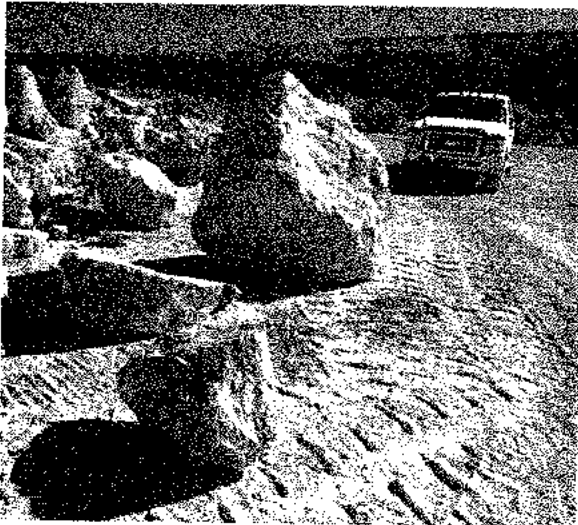
1. The following two verification letters from the U.S. Army Corps of Engineers (copies attached to this Addendum) are incorporated into the bid documents by reference:
 - a. Reverification of Nationwide Permit 3 Maintenance – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration (12/6/2021)
 - b. Reverification of Nationwide Permit 13 Bank Stabilization – Action No. SPA 2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair (12/16 /2021)

Questions and answers:

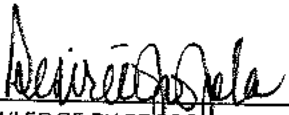
Q1: You mentioned a possible rock source: Tijeras, NM. Do you have any names of the pit owners, also the exact location?

A1: The City does not have contact information for pit owners in Tijeras, does not know the exact location of the pit, and does not know if the pit is still operating. Another potential rock source that prospective bidders may consider is the Tinaja Pit, operated by C&E Concrete near Grants, NM. The following contact information is provided:

C&E Concrete
Tinaja Pit (Lat/Long: 35.044465, -108.220926)
Chris Meech
505.287.2944



All other pertinent information to remain the same.

Desiree Jojola 
RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of the compliance with any terms and conditions stated in the addenda.



DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 6, 2021

Regulatory Division

**SUBJECT: Nationwide Permit (NWP) Reverification- Action No. SPA-2009-00765-ABQ,
Santa Fe River Restoration**

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your request dated November 16, 2021, submitted to us for reverification of authorization under NWP 3 Maintenance for the Santa Fe River Restoration project. The project site is located at approximately latitude 35.6846, longitude -105.9672, Santa Fe County, New Mexico. The work, as described in your request, will consist of minor maintenance of an existing boulder cross vane and includes installation of a grouted rock ramp at the boulder cross vane described in the request.

Specifically, and as shown in the attached plans (sheet 7, area 4), this U.S. Army Corps of Engineers (Corps) Clean Water Act, Section 404 verification authorizes the permanent discharge of approximately 41 CY of fill material into approximately 0.04 acres of intermittent channel, specifically the Santa Fe River, for the purpose of maintenance and repair associated with the Santa Fe River Restoration Project.

Based on the information provided, the Corps has determined that activities associated with the project are authorized by 2017 NWP 3 Maintenance. A summary of this NWP and the 2017 New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect federally listed species or their critical habitat. Additionally, project will have no adverse effect on historic properties. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your submitted documents.

This permit verification is valid until March 18, 2022, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>.

Please refer to identification number SPA-2009-00765-ABQ in any correspondence concerning this project. If you have any questions, please contact me by email at Tyler.J.Marye@usace.army.mil, or telephone at 505-342-3111.

Sincerely,

Justin Riggs
Senior Project Manager

Enclosure



DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 6, 2021

COMPLIANCE CERTIFICATION

Action Number: SPA-2009-00765-ABQ

Name of Permittee: City of Santa Fe, Melissa McDonald

Nationwide Permit: 3- Maintenance

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following email:

Tyler Marye
U.S. Army Corps of Engineers, Albuquerque District
Tyler.J.Marye@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

Signature of Permittee

Date

Encl 1



DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 16, 2021

Regulatory Division

**SUBJECT: Nationwide Permit (NWP) Reverification- Action No. SPA-2020-00036-ABQ
Santa Fe River at La Joya Street River Bank Stabilization Repair**

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your request dated November 16, 2021, submitted to us for reverification of authorization under NWP 13 Bank Stabilization for the Santa Fe River at La Joya Street River Bank Stabilization Repair project. The project site is located at approximately latitude 35.6778, longitude -105.9763, Santa Fe County, New Mexico. The work, as described in your request will consist of bank stabilization activities to include re-sloping eroded banks, installation of boulder retaining wall and boulder sills. Re-vegetation of banks and slopes that includes willow live stake plantings and seeding with native riparian mix to protect against erosion will also occur.

Specifically, and as shown in the attached construction drawings dated June 29, 2018, this verification would authorize the permanent discharge of approximately 152 cubic yards (CY) of fill material into 300 linear feet (LF) (0.08 acre) of the Santa Fe River, and the temporary discharge of approximately 210 CY into 0.42 acre (300 LF) of the same section of the Santa Fe River for the purpose of bank stabilization associated with the Santa Fe River at La Joya Street River Bank Stabilization Repair Project.

Based on the information provided, the Corps has determined that activities associated with the project are authorized by 2017 NWP 13 Bank Stabilization. A summary of this NWP and the 2017 New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect federally listed species or their critical habitat. Additionally, project will have no adverse effect on historic properties. However, these determinations may be invalidated if the project is not

completed as authorized or you did not provide accurate information in your submitted documents.

This permit verification is valid until March 18, 2022, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

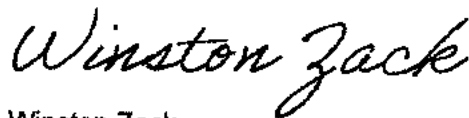
This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>.

Please refer to identification number SPA-2020-0036-ABQ in any correspondence concerning this project. If you have any questions, please contact me by email at Tyler.J.Marye@usace.army.mil, or telephone at 505-342-3111.

Sincerely,



Winston Zack
Regulatory Archaeologist, RTS, M.S.

Enclosure



DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 16, 2021

COMPLIANCE CERTIFICATION

Action Number: SPA-2020-00036-ABQ

Name of Permittee: City of Santa Fe, Melissa McDonald

Nationwide Permit: 13- Bank Stabilization

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following email:

Tyler Marye
U.S. Army Corps of Engineers, Albuquerque District
Tyler.J.Marye@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

Signature of Permittee

Date

End 1

City of Santa Fe, New Mexico



“REQUEST FOR BID”

**500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall**

BID # 22/21/B

**BID DUE: December 28, 2021 at 2:00 P.M.
ELECTRONIC SUBMITTAL REQUIRED
EMAIL BIDS TO: purchasing@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
SANTA FE, NEW MEXICO 87505**

I, John M. Critchfield, Registered Professional Engineer No. 21128, hereby certify that this document was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

John M. Critchfield

PE 21128

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Ricardo Bridge to the Don Jose Outfall

CITY OF SANTA FE, NEW MEXICO

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A. BIDDING DOCUMENTS

A.1. INVITATION to BID SOLICITATION NO. '22/21/B

This bid is for the purpose of procuring the following:

Construction Services for 500C (CWSRF 088) - Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Drain Outfall

The construction services will include the repair and installation of boulder bed and bank protection structures, channel excavation, backfill and grading, installation of willow and cottonwood pole plantings, and other erosion protection improvements in the Santa Fe River between the Ricardo St. pedestrian bridge and the vicinity of the Calle Don Jose Storm Drain Outfall.

Bidders are invited to submit Base Bid and bids on three (3) Additive Alternatives. Alternatives are listed in order of priority rather than numerically.

Two sets of construction drawings are referenced in this project. The drawings titled "Santa Fe River Flood Damage Repair" dated 6/28/2019 contain all proposed work for Areas 4 and 8 of the Base Bid and Additive Alternative 5 (Area 5). The drawings titled "Santa Fe River & Trail (Phase 3B) River Bank and Rock Rundown Repairs" dated June 29, 2018 contain the remaining part of the Base Bid (Area 6) and Additive Alternative 6A and Additive Alternative 7.

The Base Bid includes: the repair work for the construction of a grouted boulder ramp located downstream of Ricardo Road pedestrian bridge (Area 4), the installation of a boulder retaining wall along south bank of Santa Fe River, including boulder stabilization structures and installation of willow and cottonwood pole plantings (Area 6) and the repair of an existing boulder cross vane structure located approximately 300 feet downstream of Alejandro Street (Area 8).

Additive Alternative 5 to the Base Bid includes the work identified in the drawings dated 6/28/2019 for the construction of a stormwater drainage rundown feature downstream of the Ricardo Rd. pedestrian bridge on the south bank of the Santa Fe River (Area 5).

Additive Alternative 6A to the Base Bid includes the work identified in drawings dated 6/29/2018 for the construction of a stormwater drainage rundown feature at the end of La Joya Street on the south bank of the Santa Fe River, including boulder stabilization structures and installation of willow and cottonwood pole plantings and other drainage improvements (Area 6A).

Additive Alternative 7 to the Base Bid includes the work identified in the drawings dated 6/29/2018 for construction of a stormwater drainage rundown feature at the end of

Alejandro Street on the south bank of the Santa Fe River, including boulder stabilization structures and the installation of willow and cottonwood pole plantings (Area 7).

This project is wholly funded with United States Environmental Protection Agency funds, and therefore must comply with all applicable federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500. **Please note this is a non-point source project.**

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>. The Bidder must make a good faith effort to solicit and hire Disadvantaged Business to meet the goals outlined in EPA XP-215. A good faith effort requires that the Contractor: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid, 3) Submit with the bid proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid rejected. See Appendix B for the complete Supplemental Conditions including forms that are required to be completed by the Contractor as a condition of the Clean Water State Revolving Loan Funding used for this Project.

Questions concerning this solicitation by be directed to the Chief Procurement Officer, Fran Dunaway at: fdunaway@santafenm.gov. Fran Dunaway, Chief Procurement Officer.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole.

Solicitation documents may be reviewed at the Engineering Division of the City and at the following plan rooms:

Builders News & Plan Room
3435 Princeton Dr. NE
Albuquerque, NM 87107
<http://buildersplanroom.com.lobo.com/>
Email: buildersnews@live.com

Construction Reporter
1609 2nd Street, NW
Albuquerque, NM 87102-1446
Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans
<http://dodge.construction.com/plans/>
Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room
coloradoplanroom@isqft.com

OBTAINING SOLICITATION DOCUMENTS: Plan drawings, specifications and sample contract documents may be obtained online, or by requesting a copy at the following address:

City of Santa Fe, Public Works Department
River & Watershed Section
City of Santa Fe Market Station Offices
500 Market Street, Suite 200
Santa Fe, New Mexico 87501
505-955-6631

Each bidder must conform to the conditions specified in the section entitled "Information to Bidders".

The bid shall also include a signed "Certificate of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-Segregated Facilities", a signed "Non-Collusion Affidavit of Prime Bidder", "Subcontractor Listing", and "Acknowledgement for Receipt of Addenda". The successful bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess the applicable licensure to perform the work under this contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful bidder entering into the construction contract.

Bids will be held for sixty (60) days subject to action by the City.

OWNERS RIGHTS RESERVED: The City of Santa Fe, herein called the City, reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the best interest of the City.

MANDATORY PRE-BID CONFERENCE: A pre-bid conference will be held for this project onsite, December 7, 2021 at 10:00 AM, at the Ricardo Street Pedestrian Crossing on the Santa Fe River (Lat: 35.678893, Long: -105.974474).

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall**, in accordance with the drawings, specifications, and other contract documents.

The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) Wage Rate Decision No. SF-21-2317-A has been assigned to this project.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

**A.2. BID SCHEDULE
BID # '22/21/B**

1. ISSUANCE OF BIDS November 25, 2021

2. PRE-BID CONFERENCE (Mandatory): December 7, 2021
Onsite at Ricardo Road
Pedestrian Crossing (Lat:
35.678893,
Long: -105.974474).

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

3. ELECTRONIC BID SUBMITTAL DEADLINE: December 28, 2:00 P.M., MST local prevailing time.

Electronic submittal of Bids shall include the following information in the email: the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The email shall be addressed to:

purchasing@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
SANTA FE, NEW MEXICO 87505

4. BID OPENING: Due to the COVID-19 Pandemic, the Bid opening will be accomplished through a Zoom meeting as follows:

Time: Dec 28, 2021 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

[https://santafenm-
gov.zoom.us/j/86113456017?pwd=eGtxdlhCWXPYkNjcE9WUHhqOSTlZz09](https://santafenm.gov.zoom.us/j/86113456017?pwd=eGtxdlhCWXPYkNjcE9WUHhqOSTlZz09)

Meeting ID: 861 1345 6017

Passcode: 762357

One tap mobile

+12532158782,,86113456017#,,,,*762357# US (Tacoma)

+13462487799,,86113456017#,,,,*762357# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 861 1345 6017

Passcode: 762357

Find your local number: <https://santafenm-gov.zoom.us/j/86113456017>

A.3. INSTRUCTION TO BIDDERS

Bids are requested by City of Santa Fe for 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall in accordance with bidding documents supplied by the City of Santa Fe, Public Works Department.

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for construction of the grades, control structures, slope protection, and outfalls into the channel.
2. **SPECIFICATIONS AND BIDDING DOCUMENTS:**
 - a. **SPECIFICATIONS:** The construction of this project will be in accordance with the NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2019 Edition (NMDOT SSHBC).
 - b. **PLANS AND BIDDING DOCUMENT DEPOSIT:** No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Electronic copies of plan drawings, specifications, and contract documents will be made available online. An additional four (4) sets of bidding documents will be furnished to the successful bidder at no additional charge. Any additional sets requested will be issued to the successful bidder by the Engineer at the cost of reproduction.
3. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.
4. **EXAMINATION OF BIDDING DOCUMENTS AND SITE:** Before submitting his/her bid, each bidder must:
 - (a) examine the bidding documents thoroughly,
 - (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work,
 - (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and
 - (d) carefully correlate his/her observations with the requirements of the bidding documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

5. COPIES OF BIDDING DOCUMENTS:

- a. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.
- b. Complete sets of Bidding Documents shall be used in preparing Bids; the City of Santa Fe does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. The City of Santa Fe, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

6. INTERPRETATIONS:

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

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Project Engineer of Record, John Critchfield, PE, john@wjmillereengineers.com
- City of Santa Fe Project Manager, Zoe Isaacson, zrisaacon@santafenm.gov

Replies will be issued by Addenda e-mailed or delivered to all parties recorded by the City of Santa Fe as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. **BID SECURITY:** Bid security, made payable to the City of Santa Fe, in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check or a bid bond issued by a surety licensed to conduct business in the State of New Mexico. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and

the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Please note a person engaged in the construction business who does not have a principal place of business in New Mexico and who enters into a prime construction contract to be performed in this state must also, at the time such contract is entered into, furnish a surety bond for gross receipts tax.

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

8. Pre-Bid Conference: The City of Santa Fe shall conduct a **mandatory** Pre-Bid Conference prior to the Bid opening date stated in the Invitation for Bid.
 - a. The City of Santa Fe and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in section 4.3.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.
 - b. Questions and requests for clarification are to be presented in written form and e-mailed to each of the following:
 - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
 - Project Engineer of Record, John Critchfield, PE john@wimillerengineers.com
 - City of Santa Fe Project Manager, Zoe Isaacson, zisaacson@santafenm.gov
 - c. Responses will be written and issued electronically as Addenda. No verbal response shall be binding.
9. CONTRACT TIME: The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.
10. SUBCONTRACTORS, SUPPLIERS AND OTHERS:
 - a) The Bidder, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract.
 - b) Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau. The registration number shall be provided in the bid

submitted for the contractor in the space provided and for subcontractors with work proposed over \$60,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors.. It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

- c) The Bidder shall list all subcontractor names, city or county of the place of business, and type of work to be performed. The contractor shall list only one subcontractor for each category defined.
- d) The threshold amount for this project is \$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. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

Please note that the prime contractor and subcontractor(s) over the listing threshold must be registered on SAM.gov and have a DUNS number. A SAM.gov registration and DUNS number listing is attached for your use

- e) Please see Appendix B: Supplemental Conditions for federal requirements.
11. PREPARATION OF BID: All blank spaces for bid prices must be filled in, ink or type written. Bids shall be saved in an electronic format such as (.pdf) or similar.
 12. ADDENDA AND INTERPRETATIONS: No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be via email to EACH of the following:

- Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
- Project Engineer of Record, John Critchfield, PE john@wimillerengineers.com
- City of Santa Fe Project Manager, Zoe Isaacson, zrisaacson@santafenm.gov

To be given consideration requests must be received at least five (5) days prior to the date fixed for the opening of the Bids.

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

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

13. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said laws shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs. Please see Appendix B: Supplemental Conditions.

15. **METHOD OF AWARD**

The award will be made to the bidder who meets or exceeds all specifications and provides the lowest qualified Base Bid, OR Base Bid plus Additive Alternative(s), whichever is awarded. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to the Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

16. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City's Chief Procurement Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

17. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal". Bidder should include enough information with the bid submitted so this determination can be made.

18. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 28-1, effective on March 1, 2021 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

A.4. SPECIAL CONDITIONS

1. **GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. **INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**

Per the Prompt Payment Act NMSA §57-28-5, please note a local public body may make payment within forty-five days after submission of an undisputed request for payment when grant money is a source of funding if the following language is included in the bid documents/construction contract and on each page of the construction plans:

"Notice of Extended Payment Provision - This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment."

8. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming

aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

A.5. **EXCEPTIONS TO SPECIFICATIONS**

BID # '22/21/B

Bidder is required to submit, electronically, **a complete copy** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
b. Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of two year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory completion of project. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Mathew Lucero, 3681 Highway 47 Bosque Farms, NM 87068. 505-869-9311

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff.

Date of delivery after notice to proceed:

120 Weather Working Days

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.


The City reserves the right to alter quantities based on availability of budget.

BIDDER'S:

Kimo Constructors, Inc

Firm

3681 Highway 47 Bosque Farms, NM 87068

Address 

Authorized Signature

Lucas Lucero

Print Name

Vice President

Position

505-869-9311

Phone Number

505-869-9312

Fax Number

12/28/2021

Date

A.6. BID SUBMITTAL

To the City of Santa Fe, State of New Mexico, and Owner:

The undersigned proposes to furnish and deliver all the material and labor, and to do all the work required in the construction of the **500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B**, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she 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 he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she 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 and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

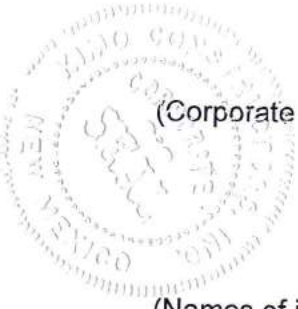
Substantial completion of the work shall mean complete and ready for acceptance and use of all work related to the drainage improvement described in the contract documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for two years from the final completion acceptance

date. The undersigned will be notified prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of 5% of total bid dollars \$ _____ drawn to the order of the City of Santa Fe.



(Corporate Seal)

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

Corporation organized under the laws of the State of

NM Dept. of Workforce Solutions, Public Works Bureau
Labor Enforcement Fund Registration Number: 26320060701

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau Enforcement Labor Fund Registration Number, on work over \$60,000 must be listed on Subcontractor listing.]

Lucas Lucero, Vice President
Signature-Title

Kimo Constructors, Inc
Corporate Name

3681 Highway 47 Bosque Farms, NM 87068
Address

Mathew Lucero, President

Lucas Lucero, Vice President

Steve Melton, Project Manager

New Mexico

60316, GA 01, 03, 04, 05, GB98, GF98
N.M. Contractor's License No. & Type

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: Kimo Constructors, Inc

3681 Highway 47 Bosque Farms, NM 87068
hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall**

Bid No. '22/21/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Contract time of 120 weather working days
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the 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 construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION					
SUPPORTING SECTION	DEVICE DESCRIPTION	UNIT OF MEASURE	QTY.	UNIT COST	TOTAL COST
SS 702	CONSTRUCTION SIGNING	SQ. FT.			
SS 702	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION SIGNING	LIN. FT.			
SS 702	BARRICADE, TYPE I	EACH			
SS 702	BARRICADE, TYPE II	EACH			
SS 702	BARRICADE, TYPE III-1.8 m	EACH			
SS 702	BARRICADE, TYPE III-2.4 m	EACH			
SS 702	VERTICAL PANEL, TYPE SINGLE	EACH			
SS 702	VERTICAL PANEL, TYPE BACK TO BACK	EACH			
SS 702	CONSTRUCTION TRAFFIC MARKER	EACH			
SS 702	PORTABLE SIGN SUPPORT	EACH			
SS 702	CHANNELIZATION DEVICES TYPE DRUM	EACH			
SS 702	TRAFFIC CONES	EACH			
SS 702	SEQUENTIAL ARROW DISPLAY	EACH			
SECTION 704 - PAVEMENT MARKINGS					
SS 704	RETROREFLECTORIZED PAINTED MARKINGS	LIN. FT.			
SS 704	REMOVABLE MARKING TAPE	LIN. FT.			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TD	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TG	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TH	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TJ	EACH			
SECTION 721 - PAVEMENT MARKING REMOVAL					
SS 721	REMOVAL OF PAVEMENT STRIPE	LN. FT.			
SS 721	REMOVAL OF PAVEMENT MARKING	EACH			
TOTAL FOR ITEM # 702010 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (LUMP SUM)				\$	

BASE BID: TOTAL FOR TRAFFIC CONTROL DEVICES, AREA 4, AREA 6 & AREA 8			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
1	Seventy Eight Thousand Twenty Nine Dollars and Seventy Five Cents	\$78,029.75	\$78,029.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
2	Fifteen Thousand Five Hundred Six Dollars and Forty Cents	\$15,506.40	\$15,506.40
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
3	Four Thousand Three Hundred Ninety Two Dollars and Twenty Cents	\$4,392.20	\$4,392.20
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1110
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
4	Forty Two Dollars and Fifty Cents	\$42.50	\$47,175.00
602	SALVAGE AND INSTALL GROUDED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	17
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
5	Five Hundred Eighty Four Dollars and Sixty Five Cents	\$584.65	\$9,939.05
602	FURNISH AND INSTALL GROUDED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	902
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
6	Three Hundred Fifty Six Dollars and No Cents	\$356.00	\$321,112.00
602	FURNISH AND INSTALL GROUDED STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	672
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
7	Four Hundred Sixty Three Dollars and Ten Cents	\$463.10	\$311,203.20
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	26

	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
8	Three Hundred Forty Three Dollars and Seventy Cents	\$343.70	\$8,936.20
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	43
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
9	Four Hundred Thirty Four Dollars and Forty Cents	\$434.40	\$18,679.20
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	2250
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
10	Thirteen Dollars and Ninety Five Cents	\$13.95	\$31,387.50
702	TRAFFIC CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
11	Seventeen Thousand Eight Hundred Forty One Dollars and Seventy Cents	\$17,841.70	\$17,841.70
TOTAL AMOUNT			
BASE BID		\$	\$864,202.20
<i>(Excluding NM Gross Receipts Tax)</i>			<i>Dollars and Cents</i>
<i>Written in NUMBERS</i>		Eight Hundred Sixty Four Thousand Two Hundred Two Dollars and Twenty Cents	
NEW MEXICO GROSS RECEIPTS TAX (8.4375%)			
		\$	\$72,917.06
			<i>Dollars and Cents</i>
<i>Written in NUMBERS</i>		Seventy Two Thousand Nine Hundred Seventeen Dollars and Six Cents	
TOTAL AMOUNT			
BASE BID		\$	\$937,119.26
<i>(Including NM Gross Receipts Tax)</i>			<i>Dollars and Cents</i>
<i>Written in NUMBERS</i>		Nine Hundred Thirty Seven Thousand One Hundred Nineteen Dollars and Twenty Six Cents	

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMobilIZATION	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
12	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	\$9,717.75	\$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
13	Two Thousand Fifty Two Dollars and Ninety Five Cents	\$2,052.95	\$2,052.95
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
14	Eight Hundred Eighty Dollars and Thirty Five Cents	\$880.35	\$880.35
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	61
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
15	Sixty One Dollars and Forty Five Cents	\$61.45	\$3,748.45
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	1103
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
16	Twenty Nine Dollars and Ninety Five Cents	\$29.95	\$33,034.85
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
17	Twenty Three Thousand Three Hundred Forty Nine Dollars and Fifteen Cents	\$23,349.15	\$23,349.15
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
18	Three Hundred Seventy One Dollars and Twenty Five Cents	\$371.25	\$30,442.50
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
19	Two Hundred Forty Seven Dollars and Twenty Cents	\$247.20	\$10,135.20

19			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	322
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
20	Three Hundred Twenty Two Dollars and Eighty Five Cents	\$322.85	\$103,957.70
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C. Y.	14
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
21	Three Hundred Dollars and Seventy Five Cents	\$300.75	\$4,210.50
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
22	Five Hundred Eighty Seven Dollars and Fifty Cents	\$587.50	\$11,750.00
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	1760
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
23	Eight Dollars and Ninety Cents	\$8.90	\$15,664.00
702	TRAFFIC CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
24	Thirteen Thousand Fifty Seven Dollars and Twenty Cents	\$13,057.20	\$13,057.20
TOTAL AMOUNT			
ADDITIVE ALTERNATIVE 7: AREA 7		\$	
(Excluding NM Gross Receipts Tax)			\$262,000.60
		<i>Dollars and Cents</i>	
<i>Written in NUMBERS</i>	Two Hundred Sixty Two Thousand Dollars and Sixty Cents		
NEW MEXICO GROSS RECEIPTS TAX (8.4375%)		\$	\$22,106.30
		<i>Dollars and Cents</i>	
<i>Written in NUMBERS</i>	Twenty Two Thousand One Hundred Six Dollars and Thirty Cents		
TOTAL AMOUNT			
ADDITIVE ALTERNATIVE 7: AREA 7		\$	
(Including NM Gross Receipts Tax)			\$284,106.90
		<i>Dollars and Cents</i>	
<i>Written in NUMBERS</i>	Two Hundred Eighty Four Thousand One Hundred Six Dollars and Ninety Cents		

ADDITIVE ALTERNATIVE 6A: LA JOYA ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
25	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	\$9,717.75	\$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
26	Three Thousand Eight Hundred Twenty Six Dollars and Thirty Five Cents	\$3,826.35	\$3,826.35
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Bid Amount Written In NUMBERS:</i>
27	Four Hundred Sixteen Dollars and No Cents	\$416.00	\$416.00
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	370
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
28	Thirty Nine Dollars and No Cents	\$39.00	\$14,430.00
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	232
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
29	Thirty Seven Dollars and Fifteen Cents	\$37.15	\$8,618.80
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
30	Twenty Five Thousand Forty Six Dollars and Five Cents	\$25,046.05	\$25,046.05
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	328
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
31	Three Hundred Twenty Nine Dollars and Twenty Cents	\$329.20	\$107,977.60
602	FURNISH AND INSTALL CLASS C RIP RAP	C. Y.	11
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
	One Hundred Fifty Two Dollars and Seventy Five Cents	\$152.75	\$1,680.25

32			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C. Y.	96
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
33	One Hundred Eighty Six Dollars and Eighty Five Cents	\$186.85	\$17,937.60
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
34	Five Hundred Eighty Seven Dollars and Fifty Cents	\$587.50	\$11,750.00
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	290
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
35	Fourteen Dollars and Forty Five Cents	\$14.45	\$4,190.50
702	TRAFFIC CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
36	Ten Thousand Six Hundred Ninety Dollars and Sixty Cents	\$10,690.60	\$10,690.60
TOTAL AMOUNT ADDITIVE ALTERNATIVE 6A: AREA 6A (Excluding NM Gross Receipts Tax)		\$	\$216,281.50 Dollars and Cents
<i>Written in NUMBERS</i>		Two Hundred Sixteen Thousand Two Hundred Eighty One Dollars and Fifty Cents	
NEW MEXICO GROSS RECEIPTS TAX (8.4375%)		\$	\$18,248.75 Dollars and Cents
<i>Written in NUMBERS</i>		Eighteen Thousand Two Hundred Forty Eight Dollars and Seventy Five Cents	
TOTAL AMOUNT ADDITIVE ALTERNATIVE 6: AREA 6A (Including NM Gross Receipts Tax)		\$	\$234,530.25 Dollars and Cents
<i>Written in NUMBERS</i>		Two Hundred Thirty Four Thousand Five Hundred Thirty Dollars and Twenty Five Cents	

ADDITIVE ALTERNATIVE 5: AREA 5			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
37	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	\$9,717.75	\$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
38	One Thousand Three Hundred Fifty Four Dollars and Ten Cents	\$1,354.10	\$1,354.10
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
39	Four Hundred Sixteen Dollars and No Cents	\$416.00	\$416.00
203	EARTHWORK (EXCAVATION AND COMPACTED BACKFILL)	C.Y.	16
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
40	Ninety Dollars and Forty Cents	\$90.40	\$1,446.40
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	119
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
41	Three Hundred Twenty Nine Dollars and Eighty Five Cents	\$329.85	\$39,252.15
602	FURNISH AND INSTALL CLASS C RIP RAP (HAND PLACED)	C.Y.	9
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
42	One Hundred Eighty Two Dollars and Seventy Cents	\$182.70	\$1,644.30
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	14
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
43	One Hundred Eighty Two Dollars and Eighty Five Cents	\$182.85	\$2,559.90
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	170
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
	Twenty Five Dollars and Twenty Five Cents	\$25.25	\$4,292.50

44			
702	TRAFFIC CONTROL	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
45	Seven Thousand Nine Dollars and Thirty Cents	\$7,009.30	\$7,009.30
TOTAL AMOUNT			
ADDITIVE ALTERNATIVE NO. 5: AREA 5 (Excluding NM Gross Receipts Tax)		\$	\$67,692.40
		<i>Dollars and Cents</i>	
<i>Written in NUMBERS</i>	Sixty Seven Thousand Six Hundred Ninety Two Dollars and Forty Cents		
NEW MEXICO GROSS RECEIPTS TAX (8.4375%)			
		\$	\$5,711.55
		<i>Dollars and Cents</i>	
<i>Written in NUMBERS</i>	Five Thousand Seven Hundred Eleven Dollars and Fifty Four Cents		
TOTAL AMOUNT			
ADDITIVE ALTERNATIVE 5 AREA 5 (Including NM Gross Receipts Tax)		\$	\$73,403.95
		<i>Dollars and Cents</i>	
<i>Written in NUMBERS</i>	Seventy Three Thousand Four Hundred Three Dollars and Ninety Four Cents		
APPLICABLE TO BASE BID AND ALL ALTERNATIVES			
621	RE-MOBILIZATION/DEMOBILIZATION	LS	1
	<i>Unit Bid Price Written in WORDS:</i>	<i>Unit Bid Price Written In NUMBERS:</i>	<i>Total Item Bid Amount Written in NUMBERS:</i>
46	Thirty One Thousand Nine Hundred Forty Eight Dollars and Eighty Cents	\$31,948.80	\$31,948.80

2. The city reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest combination of base bid and alternate(s).
3. Bidder has bid on all items.
4. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe 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 the City of Santa Fe 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 sixty (60) 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 and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.
5. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	12/9/2021	Desiree Jojola	12/9/2021
2	12/20/2021	Desiree Jojola	12/20/2021

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

6. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.
7. Security in the sum of five (5) percent of the amount bid in the form of (check one):
 Bid Bond Certified Check
 is attached hereto in accordance with the "Instructions for Bidders".
8. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Check for bid bond.
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)

ONE ELECTRONIC COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder Kimo Constructors, Inc

By: 
(Signature)

Title: Vice President

Date: 12/28/2021

Official Address: 3681 Highway 47 Bosque Farms, NM 87068

Telephone No. 505-869-9311

New Mexico Contractor's License Number and Types: 60316, GA 01, 03, 04, 05, GB98, GF98

United States Treasury Number: 74-2845550

New Mexico State Residence Preference Certificate Number, if any:

10205740848

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Joseph A Menicucci, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

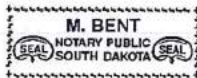
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of December . 2021



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

A.9. 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: Kimo Constructors, Inc

Address: 3681 Highway 47 Bosque Farms, NM 87068

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.

Lucas Lucero, Vice President
NAME AND TITLE OF SIGNER (please type or print)


SIGNATURE

12/28/2021
DATE

A.10. CERTIFICATION OF NON-SEGREGATED FACILITIES

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

The construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her 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 fountains, 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 he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she 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 he/she will retain such certifications in his/her files.

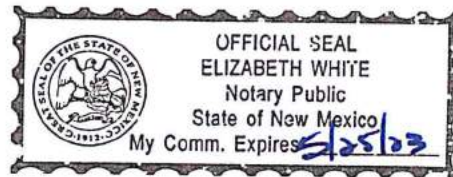
SIGNED: Lucas Lucero *[Signature]*

TITLE: Vice President

SUBSCRIBED AND SWORN to before me this 28th day of December, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:
5/25/23




A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF Valencia

Lucas Lucero being first duly sworn, deposes and says that:

- (1) He/she is the Vice President of Kimo Constructors, Inc the Bidder that has submitted the attached Bid Submittal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal 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.

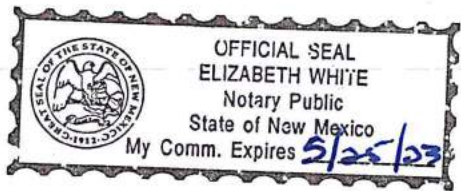
(SIGNED) Lucas Lucero 

TITLE Vice President

SUBSCRIBED AND SWORN to before me this 28th day of December, 2021


NOTARY PUBLIC

My Commission Expires:
5/25/23



A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF Santa Fe

Jeffrey Romanowski being first duly sworn, deposes and says that:

(1) He/she is the President of BSN SANTA FE ENTERPRISES hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to Kimo Contractors, the Contractor, for certain work in connection with the CIP500C SF RIVER #3 contract pertaining to the city Santa Fe project in Santa Fe NM;

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

(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 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) [Signature]
TITLE President

SUBSCRIBED AND SWORN to before me this 21st day of December, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:
11/1/2025

OFFICIAL SEAL
MARGARET RODRIGUEZ
Notary Public - State of New Mexico
My Commission Expires: 11/1/2025

A.13. 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 he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.
- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- 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 the City of Santa Fe.

A.14. SUBCONTRACTOR LISTING

Note: A Contractor that Submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the public works minimum wage act 13-4-10 NMSA 1978, shall be registered with the NM Dept. of Workforce Solutions, Public Works Bureau.

Trade: Staking/Survey & Testing		Name of Subcontractor: BSN Santa Fe	
Address: 28 Bisbee Court, Suite B-10 Santa Fe, NM 87508			
Telephone No.: 505-473-7973	License No.: 5694	NM Dept. of Workforce Solutions Regist. No.: 1-739920181222	
DUNS NO. 117805118	SAM.gov Registration No. 1Q0A0		
Signature of Subcontractor (to be obtained after award of contract):			

Trade: Revegetation, SWPPP & Landscape Planting		Name of Subcontractor: Caldon Seeding & Reclamation	
Address: 12250 County Road P San Acacio, Colorado 81151			
Telephone No.: 505-699-5913	License No.: 20091511770	NM Dept. of Workforce Solutions Regist. No.: N/A	
DUNS No. 0065204088	SAM.gov Registration No. U41NC2MGY6T4		
Signature of Subcontractor (to be obtained after award of contract):			

Trade:		Name of Subcontractor:	
Address:			
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:	
DUNS No.	SAM.gov Registration No.		
Signature of Subcontractor (to be obtained after award of contract):			

Trade:		Name of Subcontractor:	
Address:			
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:	
DUNS No.	SAM.gov Registration No.		
Signature of Subcontractor (to be obtained after award of contract):			

B. CONTRACT DOCUMENTS

B.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose
Outfall RFB # '22/21/B.

This Agreement is entered into this _____ day of _____, 20____, by and between the
CITY OF SANTA FE, herein known as the Owner, and

_____, herein known as the Contractor.

For the following:

PROJECT: 500 C (CWSRF 088) - Santa Fe River Repairs and Bank
Stabilization: Ricardo Bridge to the Don Jose Outfall

OWNER City of Santa Fe, Public Works Department
River, Watershed & Trails Division
P.O. Box 909
Santa Fe, New México 87504-0909

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ENGINEER _____

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 20_____.

The OWNER and the CONTRACTOR agree:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Contractor shall perform all the work required by the Contract Documents for 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall. (Bid Number '22/21/B).

The work designated 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of, but is not limited to: channel grading, construction of grade control and bank stabilization structures, slope protection, establishment of vegetation and rehabilitation of the stormwater channels as described in the Contract Documents.

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

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

ARTICLE 3

TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) weather working days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than 120 weather working Days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4

UNIT PRICE CONTRACT

The Owner shall pay the Contractor for actual work performed by unit price items for all work, other than those to be paid by lump sum. Subject to additions and deductions by Change Order as provided in the Contract Documents, the Base Bid & Additive Alternates amount in _____ dollars and _____ cents (\$_____).

The Unit Bid Contract Total is determined as follows:

Base Bid & Additive Alternatives	\$ _____
Gross Receipts Tax (8.4375%)	\$ _____
Base Bid & Additive Alternatives plus NMGRT	\$ _____

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than forty-five (45) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount specified in section 108.8 Liquidated Damages in the 2019 Edition (NMDOT SSBHC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
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 proceeding 30 day Contract

period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

ARTICLE 9 GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.

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

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

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

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor or subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth 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 provisions apply to all tiers of contractors, subcontractors and suppliers.

9.8 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 Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the

Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 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.

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe 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.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER

City of Santa Fe, Public Works Department
River, Watershed & Trails Division
500 Market Street Station Suite 200
Santa Fe, New Mexico 87501

CONTRACTOR

New Mexico License #

9.15 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.

9.16 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.

9.17 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

9.18 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.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 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 the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of 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.

9.21 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 Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 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.

9.23 Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 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.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

9.27 Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10 NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC
CITY CLERK

APPROVED:

MARY MCCOY DIRECTOR
FINANCE DEPARTMENT

22401.572970
Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: _____
Signature

Print Name and Title of Signer

Date: _____

NM Taxation & Revenue CRS No.:

City of Santa Fe Business Reg. No.:

B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

(here insert the name and address or legal title of the Contractor)
as Principal, hereinafter called Contractor, and

(here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount 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 by written agreement dated _____, 2021, entered into a contract with the City of Santa Fe for the 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '21/41/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a 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, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.
2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:
 - a. Complete the contract in accordance with its terms and conditions or;
 - b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, 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 City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

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

SIGNED AND SEALED ON _____, 20____.

My Commission Expires:

Notary Public

Contractor – Principal

By: _____

Title: _____

Approved as to form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

B.3. LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

(here insert the name and address or legal title of the Contractor)
as Principal, hereinafter called Principal, and

(here insert the legal title of Surety)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of 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;

B. WHEREAS, Principal has by written agreement dated _____, 2021, entered into a contract with the City of Santa Fe for the 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '21/41/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the 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, subject, however, 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 that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City 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 the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City 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 to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, 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 Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.
 - c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this

bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED ON _____, 20__.

In presence of:

Notary Public

My Commission Expires:

Name of Company

By: _____

Title: _____

Surety

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

C. CONTRACTUAL SPECIFICATIONS

C.1. STANDARD SPECIFICATIONS

FOR

500 C. (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B

CITY OF SANTA FE

The New Mexico Department of Transportation Standard Specifications for Highway & Bridge Construction, 2019 Edition, shall govern construction of this project except where revised or amended by the Supplemental General Provisions, Special Provisions and Supplemental Specifications.

The Supplemental General Provisions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

C.2. SPECIAL PROVISIONS FOR MINIMUM WAGE

Projects are subject to the Minimum Wage Rates as determined by the New Mexico Department of Workforce Solutions, Public Works Bureau pursuant to Chapter 13, Section 13-14-11, NMSA 1978 and the U.S. Department of Labor Decision No for each assigned task. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project shall be in accordance with those wages as listed in the New Mexico Department of Workforce Solutions, Public Works Bureau Minimum Wage Rate Decision Number for each assigned task. Copies of the wage rate decision and applicable forms are bound in this section. The Contractor is hereby required to submit all wage decision forms to the City as follows:

- ***Subcontractor List & Statement of Intent to Pay Prevailing Wages*** – Submit before construction starts
- ***Affidavit of Wages Paid*** – Submit after construction, but before final payment

Subcontractors shall provide all necessary wage decision forms or information to the prime contractor. The prime contractor shall be responsible for the submission of wage decision forms or information required of all subcontractors to the City. The same timelines stated above apply.

C.3. SPECIAL PROVISIONS FOR SUBMISSION OF WEEKLY PAYROLLS

WAGE RATE DECISION

Contractors are hereby advised that this project is subject to the New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rate decision Number # Assigned per each task.

SUBMISSION OF WEEKLY PAYROLLS

All Contractors and subcontractors shall submit one (1) certified copy of the project weekly payroll to the City of Santa Fe, 500 Market Street, Suite 200, Santa Fe, NM 87501, C/O the City's Project Manager, no later than five (5) working days after the close of each payroll period.

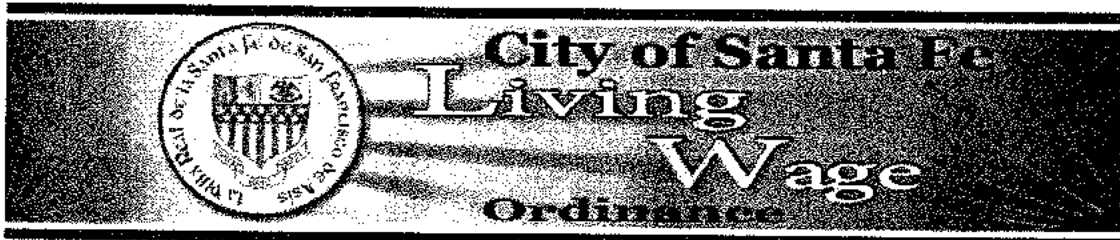
The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. All Contractors and subcontractors must have copies of certified payrolls available to the New Mexico Department of Workforce Solutions, Public Works Bureau within ten (10) days of a written request, if required.

C.4. SPECIAL PROVISION FOR APPRENTICES

(Program of Department of Labor)

Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 245-2142. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he/she is working is applicable.

C.5. CITY OF SANTA FE LIVING WAGE ORDINANCE



PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.32
PER HOUR

Santa Fe's Living Wage

- ☞ The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- ☞ The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- ☞ All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- ☞ The City to all full-time permanent workers employed by the City;
- ☞ Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- ☞ Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- ☞ Businesses required to have a business license or registration from the City; and
- ☞ Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- ☞ For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)



City of Santa Fe Living Wage Ordinance

EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2021
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE

\$12.32 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- ☛ La ciudad de Santa Fe establece salario mínimo por hora.
- ☛ Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- ☛ Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

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

Más información, incluyendo la ordenanza del salario, está disponible en
<http://www.santafenm.gov>
(haga clic en Hot Topics/Living Wage)

C.6. STATE WAGE DECISION

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall State Wage Decision No. SF-21-2317-A

D. NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

D.1. CONTRACT TIME

The contract time count consisting of a Contract Completion Time & Substantial Completion Time shall govern this project.

Contract Completion Time

The Contract Completion Time for this contract is 120 Weather Working Days. The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon Physical Completion of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time". The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

Progress Schedule

The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Project Manager prior to initiating any work on each task order. Contract & Substantial Completion Time shall be shown on the Contractor's progress schedule as specified in section 108.3.

Night Work & City Noise Ordinance

City of Santa Fe Noise Ordinance SFCC §10-2.4 B.(5)(a) prohibits operation of equipment used in construction work on streets in residential or commercially zoned areas between the hours of 9:00 p.m. and 7:00 a.m. the following day. However, the City of Santa Fe Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is acquired any night closures, must be coordinated at least 48 hours in advance with the Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The city reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the contractor work nights, the city may require the contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

END OF NOTICE

E. STANDARD SPECIFICATIONS AND GENERAL CONDITIONS

E.1. STANDARD SPECIFICATIONS

For: 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall, RFB # '22/21/B.

The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition, and the New Mexico Standard Specifications for Public Works Construction, are incorporated by reference, the same as if fully rewritten therein, in the contract, proposal, bond, and other contract documents for work to be performed under this contract for the City of Santa Fe. Said "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition, and the New Mexico Standard Specifications for Public Works Construction, are for the purpose of the contract, proposal, bond, and other contract documents, supplemented, modified, and amended as follows, and as may be hereinbefore and hereinafter provided. In the event of a conflict between codes, the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction 2019 Edition shall govern construction methods and procedures.

Whenever, in the Special Provisions and Supplemental Specifications the word "Section" is followed by a number and a caption (such as "Section 102.4 – Rejection of Proposals") reference is made to that specific section of the "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition. The Supplemental General Conditions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

Where a conflict occurs between NMDOT and City of Santa Fe Special Provisions or City of Santa Fe Instructions to Bidders, the City of Santa Fe Special Provisions and Instructions to Bidders shall control.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specifications shall be interpreted using the following list where not covered by the Supplemental General Conditions contained herein. References listed to the right are to replace those on the left where those on the left appear in the text.

REFERENCE:

Commission, Department, District,
District Engineer, The State
Highway Commission or Department,
Cabinet Secretary or Secretary

Department

Engineer

REPLACE WITH:

The City of Santa Fe except where
such reference is to rules, codes,
or regulations, or pre-qualification
of bidders of the New Mexico
Department of Transportation

The City or its Consultant as applicable

The City of Santa River, Watershed &
Trails Division Director acting through
her duly authorized representative who
is normally the Project Engineer, Project
Manager or Consulting Engineer.

Project Manager

The individual designated by the Engineer who is responsible for observing construction and the administration of the project.

State

City or Owner

The General Provisions, Special Provisions, and Supplemental Specifications in the following sections modify the New Mexico Department of Transportation Standard Specification for the City of Santa Fe Projects.

E.2. GENERAL PROVISIONS

All provisions of the "New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction" – 2019 Edition shall apply except as modified herein.

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS

SECTION 101.4 – TERMS AND DEFINITIONS

Add the following definitions:

AS-BUILT PLANS - Final drawings reflecting work and quantities performed under the contract.

CITY - The City of Santa Fe, New Mexico.

CONDUIT - A pipe of tube used for receiving and protecting utility lines.

CONTRACT ITEM (PAY ITEM) – A specifically described unit of work for which a price is provided in the contract.

COST REDUCTION PROPOSALS. Contractor –provided alternates to the work methods or materials specified in the contract that establish a better or approved equal product or result without affecting the functional purpose of the work being revised and that produce a net savings to the owner.

OWNER - The contracting agent. "City of Santa Fe".

RIGHT OF WAY AGREEMENT - A contract with a property owner to sell specific rights to the City for real property necessary to construct or maintain roadways.

UNIT BID PRICE - The Price established by the Contractor for an individual item of work on the bid form.

Modify the following definitions:

ASSISTANT DISTRICT ENGINEER – Delete entire definition.

AWARD - Delete the entire sentence and replace with: "The written acceptance by the owner of the complete set of Contract Documents as set forth in the Information for Bidders, Article A.3".

BID FORM - Replace the word "Department" with "Owner".

BID GUARANTY - Replace the word "Department" with "Owner".

CABINET SECRETARY - Delete entire definition.

CONSTRUCTION MAINTENANCE EASEMENT - Replace the word "Department" with "Owner".

CONTRACT - In the first sentence replace the word "Department" with "Owner".

CONTRACTOR - Replace the word "Department" with "Owner".

DEPARTMENT - Delete entire subsection.

DISTRICT - Delete entire definition.

DISTRICT ENGINEER - Delete entire definition.

ENGINEER - Delete entire definition and replace with "River, Watershed & Trails Division Director acting through and duly authorized representative, who is normally the Project Engineer, Project Manager or Consulting Engineer".

ENVIRONMENTAL SPECIALIST – At the beginning after "The individual" add "designated by the Engineer,"

GENERAL OFFICE - Delete entire definition.

LABORATORY - Delete entire definition and replace with "An approved testing laboratory under the supervision and responsibility of a New Mexico Registered Professional Engineer".

LANDSCAPE ARCHITECT – Replace the word "Department" with "Owner".

LIGHTING AND SIGNING ENGINEER - Replace the word "Department" with "Owner".

PAY ADJUSTMENT - Replace the word "Department" with "Owner".

PROFILE GRADE - Replace the word "Department" with "Engineer".

PROJECT MANAGER - Delete entire definition and replace with "The individual designated by the Engineer who is responsible for observing construction and the administration of the project".

SECRETARY - Delete entire definition.

SUBSTANTIAL COMPLETION – Replace the words "ADE-Construction" with "Engineer".

UNBALANCED BID - Replace the word "Department" with "Owner".

VALUE ENGINEERING COST PROPOSAL - Replace the word "Department" with "Owner".

WORKING DAY - Replace the word "Department" with "Owner".

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

- 102.3 SUSPENSION AND DEBARMENT. Delete the paragraph in its entirety and substitute the following:

SUSPENSION FROM BIDDING. The Owner may suspend for a period of up to thirty-six months any person and any subsidiary or affiliate of any person from bidding on City projects and from being a subcontractor or supplier on City projects if that person or any officer, director, employee or agent of that person is debarred under New Mexico State Highway and Transportation Department Regulations or City of Santa Fe Purchasing provisions. Under that section, "a person" means any individual, partnership, Corporation, association or other entity formed for the purpose of doing business as a contractor, subcontractor or supplier."

- 102.5 REJECTION OF BIDS. Replace the word "Department" with "Owner".
- 102.7 EXAMINATION OF CONTRACT, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. Replace the word "Department" with "Owner" throughout entire subsection.
- 102.8 Delete Subsection 102.8 - PREPARATION OF BID and substitute the following:

PREPARATION OF BID. The bidder shall submit his proposal on the forms furnished by the Owner. The blank spaces in the proposal shall be filled in correctly where indicated, for each item given and the bidder shall state both in words and numerals, written or printed in ink or typewritten, the unit bid prices for which he proposes to do each item of the work contemplated. In case of a discrepancy between the prices written in words and those written in numerals, the prices written in words shall govern.

In the event that either the unit bid price written in words or the unit bid price written in numerals is inadvertently omitted, the unit bid price that is shown for that item shall govern. If both the written and numerical unit bid price is omitted, the extended total shall be divided by the estimated quantity thereby establishing a unit bid price. If the written price, numerical unit bid price and extended total are omitted, the bid proposal shall be rejected.

The bidder shall specify a unit bid price for each item, except when a unit bid price is established by the Owner. The unit bid price will be taken to include any and all insurance and overhead expense necessary to complete that bid item.

The bidder shall show the products of the respective unit bid prices and quantities and shall also show the total amount of his bid in the space provided in the proposal form. Said total amount bid shall be the total sum obtained by adding the amounts of the individual items.

The bidder is permitted to show the amount(s) for the respective unit bid price(s) written in words and written in numerals to a maximum of two decimal places. Any additional decimal places in excess of two shall be truncated and will not be considered in the processing of the proposal.

- 102.9 INNOVATIVE CONTRACT INCENTIVES. Replace the word "Department" with "Owner".

SECTION 103 - AWARD AND EXECUTION OF CONTRACT.

- 103.1 CONSIDERATION OF BIDS. Replace the word "Department" with "Owner" throughout the subsection.
- 103.2 NOTICE OF PRELIMINARY AWARD OF CONTRACT - Replace the word "Department" with "Owner" throughout the subsection. Change the time to award contract from thirty-(30) calendar days to sixty-(60) calendar days.

- 103.3 BIDDING DISPUTE RESOLUTION PROCEDURES - Replace the word "Department" with "Owner" throughout the subsections. Replace the word "Cabinet Secretary" with "Engineer" throughout the subsections.
- 103.4 CANCELLATION OF AWARD. Replace the word "Department" with "Owner" throughout. Replace the word "Cabinet Secretary" with "Engineer" throughout the subsections.
- 103.6 CONTRACTOR EXECUTED CONTRACT. Replace the word "Department" with "Owner".
- 103.7 FAILURE TO EXECUTE CONTRACT. Replace the word "Department" with "Owner".
- 103.8 EXECUTION OF CONTRACT. Replace the word "Department" with "Owner".

SECTION 104 - SCOPE OF WORK.

- 104.1 INTENT OF THE CONTRACT. Replace the word "Department" with "Owner" throughout.
- 104.2 EXTRA WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 104.3 DIFFERING SITE CONDITIONS. Replace the word "Department" with "Owner".
- 104.5 MAINTENANCE OF TRAFFIC - Replace the word "Department" with "Owner" throughout the subsection.
- 104.6 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK - Replace the word "Department" with "Owner" throughout the subsection.
- 104.8 VALUE ENGINEERING COST PROPOSAL (VECP). Replace the word "Department" with "Owner" throughout the subsection.

SECTION 105 - CONTROL OF WORK.

- 105.1 RESPONSIBILITY AND AUTHORITY OF THE DEPARTMENT - Replace the word "Department" with "Owner" in the subsection heading and throughout the subsection.
- 105.2 PLANS AND WORKING DRAWINGS. Replace the word "Department" with "Owner" throughout the subsection.
- 105.3 COMPLIANCE WITH PLANS AND SPECIFICATIONS. Replace the word "Department" with "Owner" throughout the subsection.
- 105.5 CONTRACTOR RESPONSIBILITIES. Replace the word "Department" with "Owner" throughout.
- 105.7 COOPERATION BETWEEN CONTRACTORS. Replace the word "Department" with "Owner" throughout.
- 105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. Delete entire subsection and substitute the following:

AUTHORITY AND DUTIES OF PROJECT MANAGER. The Project Manager, as a project representative of the Engineer, shall have the authority to conduct on-site observations of the work in progress. Such on-site observation may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used.

The Project Manager will not be authorized to alter or waive the provisions of the contract, issue instructions contrary to the plans or specifications, or act on or undertake any responsibilities of the Contractor.

The Project Manager shall refer to the Engineer all defects and deficiencies occurring in the work and shall be the liaison between the Engineer and the Contractor regarding such defects and deficiencies."

The Project Manager will be responsible for determining constructed quantities and for administration of monthly progress payments.

- 105.9 DUTIES OF THE INSPECTOR. Delete entire subsection.
- 105.10 INSPECTION OF WORK. Replace the word "Department" with "Engineer" throughout the subsection.
- 105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. Replace the word "Department" with "Engineer" throughout the subsection.
- 105.12 LOAD RESTRICTIONS - Replace the word "Department" with "Owner" throughout the subsection.
- 105.15 MAINTENANCE DURING CONSTRUCTION - Replace the word "Department" with "Owner" throughout the subsection.
- 105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE - Replace the word "Department" with "Owner" throughout the subsection.
- 105.18 ACCEPTANCE. Replace the word "Department" with "Owner" throughout the subsection.
- 105.19 NOTICE OF INTENT TO CLAIM. Replace the word "Department" with "Owner" throughout the subsection.
- 105.20 ADMINISTRATIVE REMEDY. Delete this entire Subsection.

SECTION 106 - CONTROL OF MATERIALS.

- 106.1 CONTRACTOR-FURNISHED AGGREGATE AND BORROW SOURCE. Replace the word "Department" with "Owner" throughout.
- 106.2 SUPPLIER PLANT INSPECTION. Replace the word "Department" with "Owner" throughout the subsection.
- 106.3 SAMPLES, TESTS, CITED SPECIFICATIONS. Replace the word "Department" with "Owner" throughout the subsection. Add to this subsection the following:

Sampling and testing of materials and manufactured items incorporated into the work shall be accomplished as designated in the invitation for bid package. All sampling and testing shall be performed by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. Materials and items manufactured outside the State of New Mexico shall be accompanied by a Certificate of Compliance prepared in accordance with requirements of subsection 106.4 - Certificate of Compliance.

Job mix formulae and design mixes shall be prepared by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. All formulae and design mixes shall be approved by the Engineer prior to materials being incorporated into the work. The Engineer shall determine the type, number, and location of tests to be performed.

Copies of all laboratory and field test results shall be forwarded to the Engineer and the Owner, as soon as reasonably possible after the tests are complete. No subsequent work shall be accomplished until such time that test results have been received and approved by the Project Manager.

The Contractor shall bear the cost of all re-testing due to the first test or subsequent tests failing to show results meeting the specifications.

106.4 CERTIFICATE OF COMPLIANCE - Delete in its entirety and replace with the following:

Submittals include the furnishing of all manufacturer's data, shop drawings, samples, certifications, guarantees, lab and field test reports, operation manuals, maintenance manuals, lubrication charts, design mixes, spare parts lists, special tools, and factory representative required for installation of special items, in full compliance with the Contract Documents. All submittals shall be submitted for Engineer's review before installation or incorporation into work or within 30 days after effective date of Notice to Proceed, unless the Engineer approves a different schedule. Each submittal shall include reference to project and date, general summary description of items being submitted and a certificate of compliance signed by the appropriate company official.

Should any requirements pertaining to submittals not be complied with, including but not limited to submittal time and procedure, Contractor waives any right of claim for loss of time or money purporting to have occurred as a result of any delay in obtaining review of submitted data or shop drawings.

On the following pages are listed items, which will be required to complete the work for which submittals shall be required. The schedule of submittals is for the convenience of the Contractor, and shall not be considered as complete or final. Additional submittals may be required as the Work progresses, which shall be submitted within 15 days of notification.

The following is a general explanation of some of the terms used in the schedule of submittals chart included herein:

Manufacturer's Data: Catalog type literature on the item.

Shop Drawings: Detailed drawings with all dimensions and locations shown.

Samples: The item that will be supplied.

Certifications: Any certifications required by these Specifications or standard specification and/or requirements for that item, to cover raw materials and testing of the final product.

Guarantees: A copy of the guarantee to be given to the Owner on a particular item.

Lab Test Reports: Laboratory test reports required to show that the item meets all specified requirements, or required for the preparation of a design mix or job mix formula.

Field Test Reports: Reports of tests that have been conducted on the item as installed or constructed in the field.

Design Mix: Design or job mix formulae, prepared by a qualified testing laboratory, under the direct supervision of Registered Professional Engineer, stating a recommended mix or combination of materials to produce a specified product. If permitted by the Contract Documents, a design or job mix formula submitted which is not prepared specifically for this Project shall have been prepared within one year of the date of the Agreement and shall be accompanied by a certification from the testing laboratory stating that the materials proposed for use have the same properties as those previously tested.

Computations: Calculation required to arrive at the design of a particular item submitted as a shop drawing.

Schedule of Submittals:	Manufacturer & Data & Source	Shop Drawings	Samples	Certificates	Lab Test Reports	Field Test Reports
	Graded gravel filter					X
Structure Rock			X		X	
Culvert Pipe	X			X		
Rip Rap				X	X	
Geotextile Fabric	X			X		
Pollution Control Measures	X			X		
Revegetation Seed Mix	X			X		
Plantings			X	X		
Temporary Irrigation Plan		X		X		
Traffic Control Plan				X		
Temporary Erosion and Sediment Control Plan				X		
SWPPP Statement				X		

- 106.5 FOREIGN MATERIALS - Replace the word "Department" with "Owner" throughout the subsection.
- 106.8 DEPARTMENT-PROVIDES MATERIAL. Delete this title and replace with "NON-CONTRACTOR FURNISHED MATERIAL". Replace the words "the Department" with "others".
- 106.9 MATERIALS DESIGNATED BY TRADE NAME - Replace the word "Department" with "Owner" throughout the subsection.
- 106.10 EQUIPMENT GUARANTEES AND WARRANTIES. Replace the word "Department" with "Owner" throughout. In the second sentence replace the wording "six (6) months" with "two years", and add to this subsection the following:

"General Guaranty"

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the Owner, 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 two years from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness."**

SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS, AND RESPONSIBILITY TO THE PUBLIC.

- 107.1 LAWS TO BE OBSERVED. First paragraph, last sentence, replace "state" with "Owner".
- 107.2 PERMITS, LICENSES, AND TAXES. Replace the word "Department" with "Owner".
- 107.5 PATENTED DEVICES, MATERIALS, AND PROCESS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.6 RESTORATION OF SURFACES OPENED BY PERMIT. First paragraph replace "Department" with "Owner". Second paragraph, delete the last sentence and replace with "individuals, firms or corporations wishing to make an opening in the highway surface must secure a permit from the New Mexico State Highway and Transportation Department and the Owner. The Contractor shall allow parties bearing said permits, and only those parties, to make openings in the highway.
- 107.7 FEDERAL AID PROVISION. Replace the word "Department" with "City".
- 107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS. Replace the word "Department" with "City". Contractor will be required to post information sign board containing project information about the contractor, wage rates, safety and cultural and environmental protection and any other information required by the Owner. Signs must be posted at the work area and must be easily visible and readable by pedestrians. Signs must be kept in good condition. See Appendix A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS that shall be completed and posted by the Contractor at the information sign board.
- 107.10 RAILROADS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.12 ENVIRONMENTAL, CULTURAL RESOURCE AND HAZARDOUS MATERIALS DISCOVERIES. Replace the word "Department" with "Owner" throughout the subsection.

- 107.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES. Replace the word "Department" with "Owner".
- 107.14 CONTRACTOR'S RESPONSIBILITY FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION. Replace the word "Department" with "Owner".
- 107.15 HAZARDOUS MATERIALS. Replace the word "Department" with "Owner".
- 107.18 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY. Replace the word "Department" with "Owner".
- 107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND. Replace the word "Department" with "Owner".
- 107.20 CONTRACTOR'S RESPONSIBILITY TO PROTECT THE WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 107.22 FURNISHING RIGHT OF WAY. Replace the word "Department" with "Owner".
- 107.23 PERSONAL LIABILITY OF PUBLIC OFFICIALS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.24 NO THIRD-PARTY LIABILITY. Replace the word "Department" with "Owner" throughout the subsection.
- 107.25 INSURANCE REQUIREMENTS. Replace the word "Department" with "Owner" throughout the subsection.
- 107.26 NO WAIVER OF LEGAL RIGHTS. Replace the word "Department" with "City" throughout the subsection.
- 107.27 CONTRACTORS RESPONSIBILITY FOR THE TRAVELING PUBLIC. In the subsection second paragraph replace the word "Department" with "City".

SECTION 108 - PROSECUTION AND PROGRESS.

- 108.1 SUBCONTRACTING. Replace the word "Department" with "Owner" throughout the subsection.
- 108.2 NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE. Replace the word "Department" with "Owner" throughout the subsection.
- 108.3 SCHEDULE. Replace the word "Department" with "Owner" throughout the subsection.
- 108.4 UNSATISFACTORY PROGRESS OF WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the word "Department" with "Owner" throughout the subsection.
- 108.8 LIQUIDATED DAMAGES. Replace the word "Department" with "Owner" throughout the subsection.
- 108.9 DEFAULT OF CONTRACT. Replace the word "Department" with "Owner" throughout the subsection.

108.10 TERMINATION OF CONTRACT; NO FAULT OF CONTRACTOR. Replace the word "Department" with "Owner" throughout the subsection.

SECTION 109 - MEASUREMENT AND PAYMENT.

- 109.1 MEASUREMENT OF QUANTITY. Replace the word "Department" with "Owner" throughout the subsection.
- 109.2 APPROVED EQUIPMENT RENTAL RATES. Replace the word "Department" with "Owner" throughout the subsection.
- 109.3 SCOPE OF PAYMENT. Replace the word "Department" with "Owner" throughout the subsection.
- 109.4 COMPENSATION FOR OVERRUN / UNDERRUN QUANTITIES. Replace the word "Department" with "Owner" throughout the subsection.
- 109.5 PAYMENT FOR CHANGES, DIFFERING SITE CONDITIONS, AND EXTRA WORK. Replace the word "Department" with "Owner" throughout the subsection.
- 109.6 FORCE ACCOUNT. Replace the word "Department" with "Owner" throughout the subsection.
- 109.7 ELIMINATED ITEMS. Replace the word "Department" with "Owner" throughout the subsection.
- 109.8 PROGRESS PAYMENTS. Replace the word "Department" to "Owner" throughout.
- 109.10 PROJECT CLOSURE. Replace the word "Department" with "Owner" throughout the subsection.
- 109.11 COMPENSATION FOR CLAIMS. Replace the word "Department" with "Owner" throughout the subsection.

**CITY OF SANTA FE
NEW MEXICO**

CONSTRUCTION DRAWINGS FOR THE:

**500 C (CWSRF088) - SANTA FE
RIVER REPAIR AND BANK STABILIZATION:
RICARDO BRIDGE TO THE DON JOSE OUTFALL**

SHEET INDEX

<u>SHEET NO.</u>	<u>SHEET NAME</u>
1.	SHEET INDEX
2.	COVER (ORIGINAL)
3.	COVER SHEET (ORIGINAL)
4.	GENERAL NOTES
5.	OVERALL PLAN KEY MAP
6.	DEMOLITION PLAN
7.	GRADING PLAN & PROFILE -AREA 4
8.	GRADING PLAN & PROFILE -AREA 5
9.	GRADING PLAN & PROFILE -AREA 6
10.	GRADING PLAN & PROFILE -AREA 6A
11.	GRADING PLAN & PROFILE -AREA 7
12.	GRADING PLAN & PROFILE -AREA 8
13.	CONSTRUCTION DETAILS
14.	REVEGETATION PLAN -AREA 5
15.	REVEGETATION PLAN -AREAS 6, 6A & 7
16.	REVEGETATION PLAN -AREA 8
17.	PERMITS

NOTE:

REVISION CLOUDS ON THE FOLLOWING SHEETS REPRESENT MINOR REVISIONS NECESSARY TO CONSOLIDATE DRAWING SHEETS FROM THE TWO (2) SETS OF PLANS PREVIOUSLY APPROVED FOR CONSTRUCTION.



NOTES:

THIS PROJECT INVOLVES THE CONSTRUCTION OF IMPROVEMENTS ORIGINALLY APPROVED FOR CONSTRUCTION IN 2018 AND 2019. SEE FOLLOWING SHEETS FOR ORIGINAL COVER SHEETS WITH DEPARTMENT APPROVALS.

WJM
William J. Miller
Professional Engineer
No. 15113
Exp. 12/31/20

William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505



SHEET INDEX

500 C (CWSRF088) - SANTA FE
RIVER REPAIR AND BANK STABILIZATION:
RICARDO BRIDGE TO DON JOSE OUTFALL
SANTA FE, NM

DATE: 11/17/20
NOVEMBER 17, 2020
PAGE: 1 OF 17

CIP 500 C: SANTA FE RIVER FLOOD DAMAGE REPAIRS

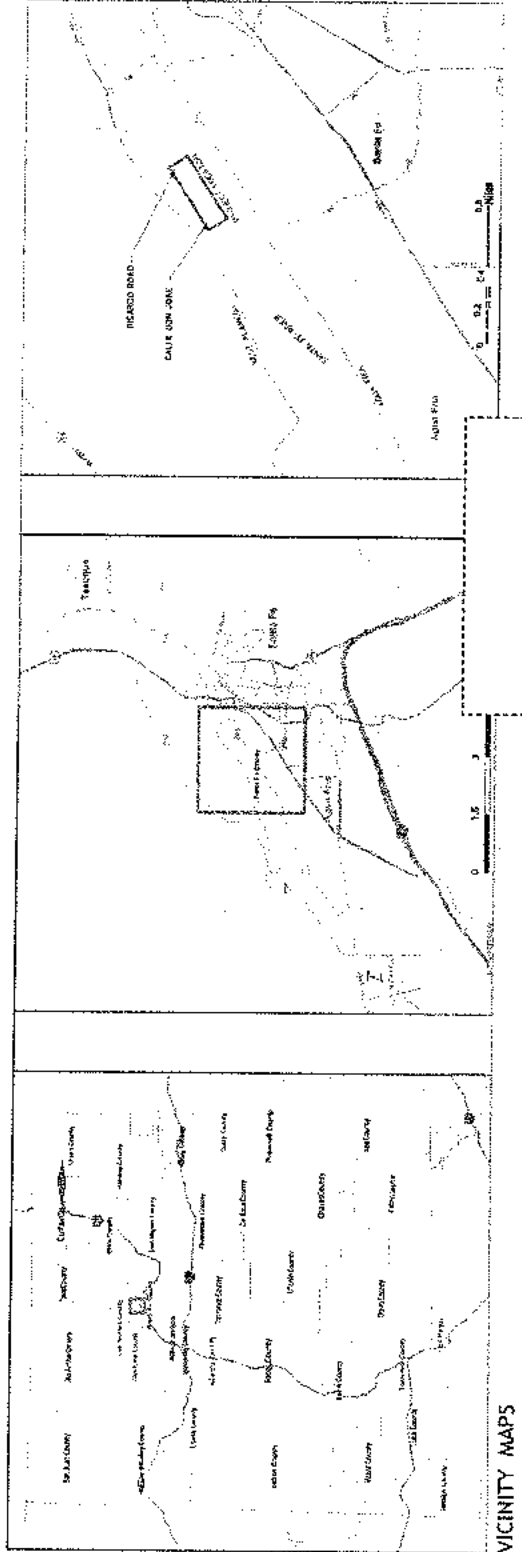
RICARDO ROAD TRAIL BRIDGE TO CALLE DON JOSE STORM DRAIN OUTFALL



151 JENKINS NE QUARTER 34ND
COUNTY OF SANTA FE, NM
PLAN 888-873-4282
DATE: 07/01/07
BY: J. M. MCGEE, P.E.



CIP 500 C: SANTA FE RIVER
FLOOD DAMAGE REPAIR



VICINITY MAPS

Sheet No.	Sheet Name
1	CONTRACT
2	GENERAL NOTES
3	GENERAL SITE PLAN
4	PLAN AND PROFILE - AREAS 1-4
5	PLAN AND PROFILE - AREA 5
6	PLAN AND PROFILE - AREA 6
7	PLAN AND PROFILE - AREAS 10-11
8	PLAN AND PROFILE - AREA 12
9	CONSTRUCTION DETAILS
10	REVEGETATION PLAN - AREAS 1-4
11	REVEGETATION PLAN - AREA 5
12	REVEGETATION PLAN - AREA 6
13	REVEGETATION PLAN - AREAS 10-11
14	REVEGETATION PLAN - AREA 12
15	APPENDICES

SHEET INDEX



CITY OF SANTA FE, NM

APPROVED BY CITY OF SANTA FE
JERRY TRAVIS
 ENGINEERING DIVISION DIRECTOR
 DATE: 7/1/07

APPROVED BY CITY OF SANTA FE
DAVID B. GIBSON
 DIRECTOR
 DATE: 7/1/07

REVIEWED BY CITY OF SANTA FE
MAJORS' COMMITTEE ON DISABILITY
ADA COORDINATOR
 DATE: 7/1/07

COVER

01

CITY OF SANTA FE NEW MEXICO

CONSTRUCTION DRAWINGS FOR THE

SANTA FE RIVER & TRAIL (PHASE 38) RIVER BANK AND ROCK RUNDOWN REPAIRS

ENGINEER FOR
CITY OF SANTA FE RIVER & WATERSHED PUBLIC WORKS DEPARTMENT
CONTACT: MELISSA A. McDONALD, R.L.A.
PHONE: 505-957-8400
EMAIL: MAMCDONALD@SANTAFENM.GOV

PREPARED BY:
WILLIAM J. MILLER ENGINEERS, INC.
1511 THIRD ST.
SANTA FE, NM 87505
CONTACT: JOHN CRITCHFIELD
PHONE: 505-983-7624
FAX: 505-983-7625
EMAIL: JOHN@JWMILLERENGINEERS.COM

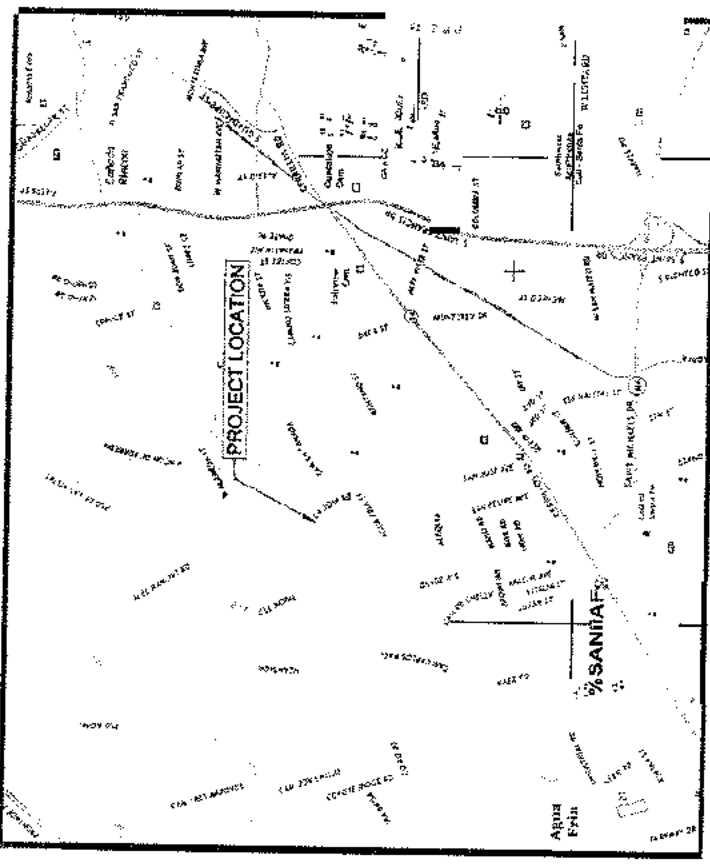
ENGINEER'S CERTIFICATE
I, JOHN M. CRITCHFIELD, HEREBY CERTIFY THAT I AM A PROFESSIONAL
ENGINEER LICENSED IN THE STATE OF NEW MEXICO AND QUALIFIED IN
CIVIL ENGINEERING. THAT THIS DOCUMENT FOR THE SANTA FE RIVER &
TRAIL (PHASE 38) WAS PREPARED BY ME OR UNDER MY SUPERVISION &
ANY ABLE, TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF. JOHN M. CRITCHFIELD



DATE: JUL 15, 2018

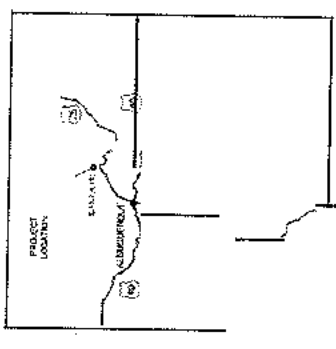
PROJECT INDEX:

1. COVER SHEET
2. GENERAL NOTES, PERMITS AND MATERIAL QUANTITIES
3. DEMOLITION PLAN
4. GRADING PLAN AND PROFILE
5. ADDING ALTERNATIVE 4 - LA JOYA ST. STORMWATER CHANNEL PLAN, PROFILE AND SECTIONS - NEANORO ST. STORMWATER CHANNEL PLAN, PROFILE AND SECTIONS
6. ADDING ALTERNATIVE 5 - SANTA FE RIVER STA: 39+00 TO STA. 41+00 CROSS SECTIONS - SANTA FE RIVER STA: 39+00 TO STA. 41+00
7. CROSS SECTIONS - SANTA FE RIVER STA: 39+00 TO STA. 41+00
8. REVEGETATION PLAN



SOURCE: USGS US TOPO SANTA FE, NM 2017

PROJECT SITE MAP
N.T.S.



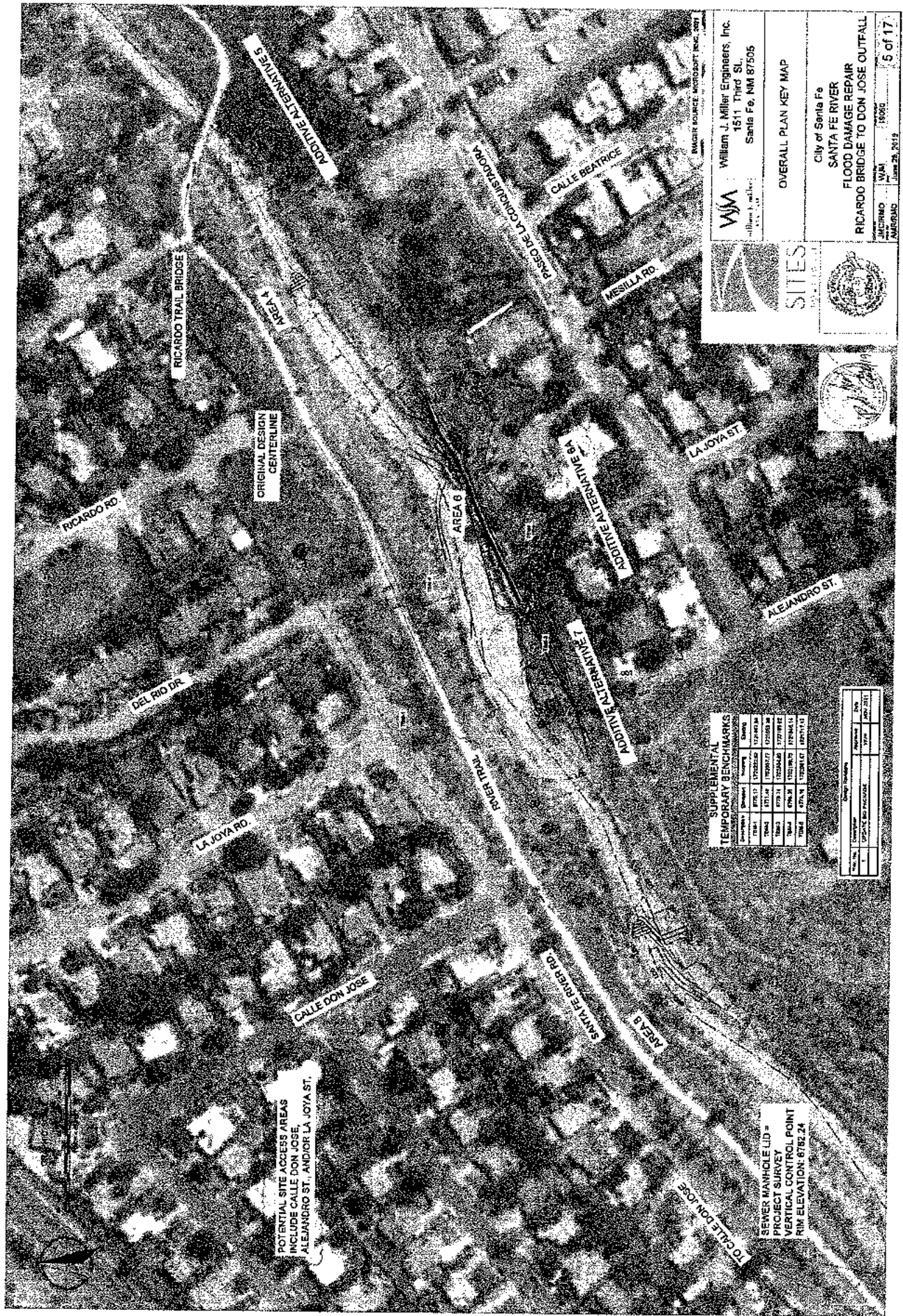
PROJECT LOCATION MAP

APPROVED BY CITY OF SANTA FE PUBLIC WORKS DEPARTMENT DIRECTOR	DATE 7/15/18
APPROVED BY CITY OF SANTA FE MAYOR'S COMMITTEE ON DISABILITY	DATE 7/15/18
APPROVED BY CITY OF SANTA FE ROADWAY & TRAILS ENGINEERING DIVISION DIRECTOR	DATE 7/15/18
APPROVED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION	DATE 6/21/18
ADA COORDINATOR	DATE



William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505
COVERSHEET (ORIGINAL)
CIP 500 C. SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 38)
SANTA FE, NM
J.M. CRITCHFIELD
JUNE 29 2018

NO. 100	NO. 100	NO. 100	NO. 100
DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE



RICARDO TRAIL BRIDGE

RICARDO RD

DEL RIO DR

LA JOYA RD

CALLE DON JOSE

POTENTIAL SITE ACCESS AREAS
INCLUDE CALLE DON JOSE,
ALEJANDRO ST., AND/OR LA JOYA ST.

ORIGINAL DESIGN
CENTERLINE

AREA 4

AREA 6

TRAIL BRIDGE

SANTA FE BRIDGE

AREA 8

CALLE DON JOSE

CALLE BEATRICE

MESILLA RD

PASEO DE LA CONSAGRACION

ACTIVE ALTERNATIVE 8A

ACTIVE ALTERNATIVE 7

LA JOYA ST

ALEJANDRO ST

ACTIVE ALTERNATIVE 5

WJM
William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

OVERALL PLAN KEY MAP

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
RICARDO BRIDGE TO DON JOSE OUTFALL

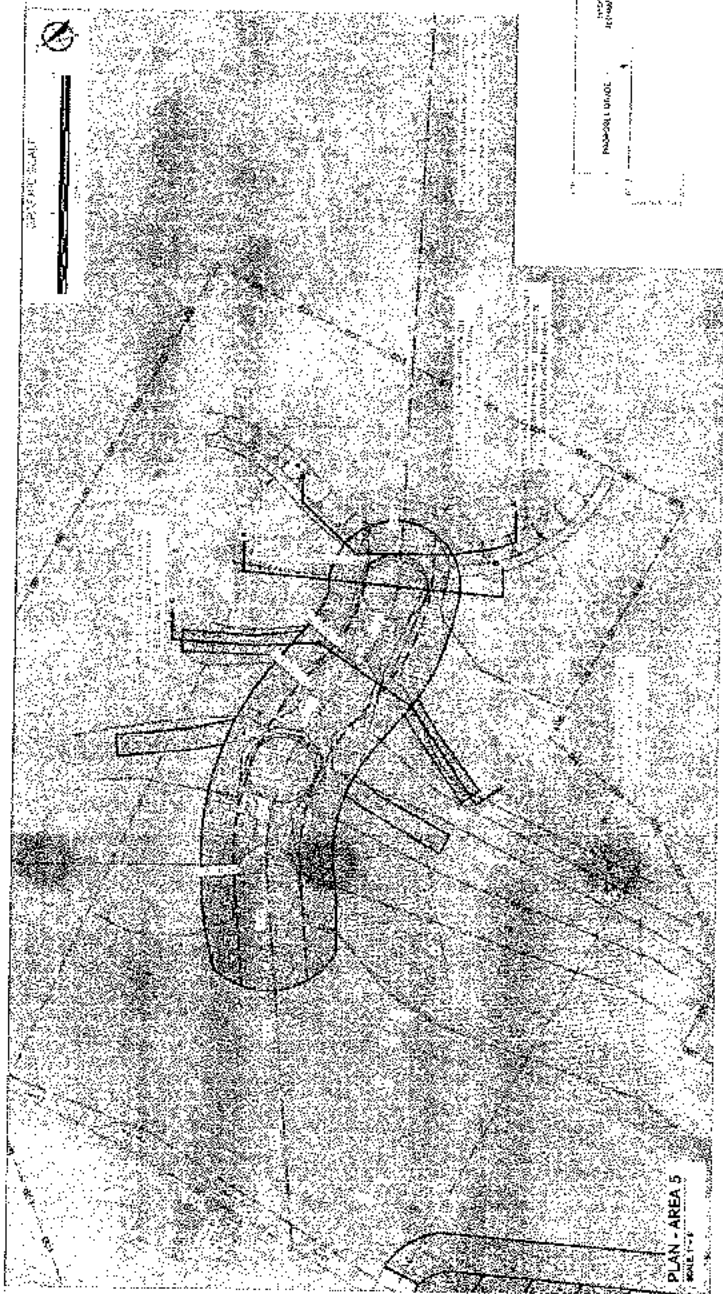
JACOBINO WJM 10000
MAYRANO June 26, 2015 5 of 17

SUPPLEMENTAL TEMPORARY BENCHMARKS

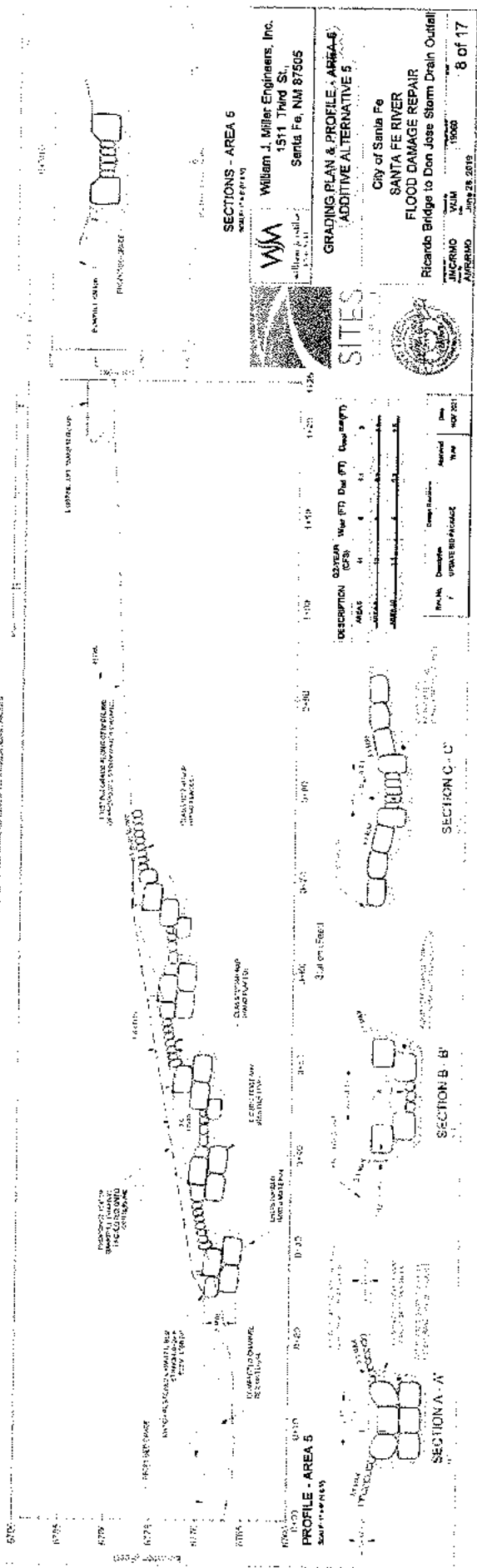
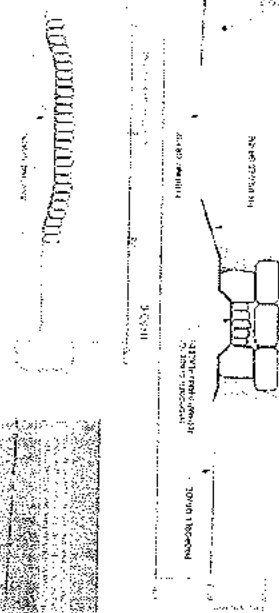
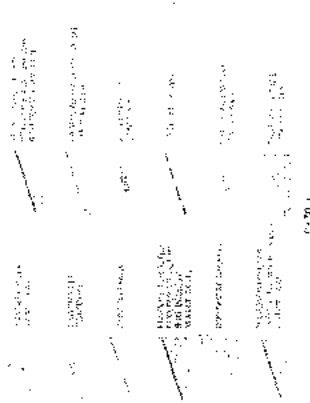
Corner Name	Station	Northing	Easting	Notes
TRM1	879.13	1728252.0	1727847.0	
TRM2	879.14	1728252.0	1727847.0	
TRM3	879.15	1728252.0	1727847.0	
TRM4	879.16	1728252.0	1727847.0	
TRM5	879.17	1728252.0	1727847.0	
TRM6	879.18	1728252.0	1727847.0	
TRM7	879.19	1728252.0	1727847.0	
TRM8	879.20	1728252.0	1727847.0	

Station	Northing	Easting	Notes
879.21	1728252.0	1727847.0	
879.22	1728252.0	1727847.0	
879.23	1728252.0	1727847.0	
879.24	1728252.0	1727847.0	
879.25	1728252.0	1727847.0	
879.26	1728252.0	1727847.0	
879.27	1728252.0	1727847.0	
879.28	1728252.0	1727847.0	
879.29	1728252.0	1727847.0	
879.30	1728252.0	1727847.0	

SEWER MANHOLE LID #
PROJECT SURVEY
VERTICAL CONTROL POINT
RIM ELEVATION: 8782.24



SECTION AREA 5



SECTIONS - AREA 6

William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 6
ADDITIVE ALTERNATIVE 5

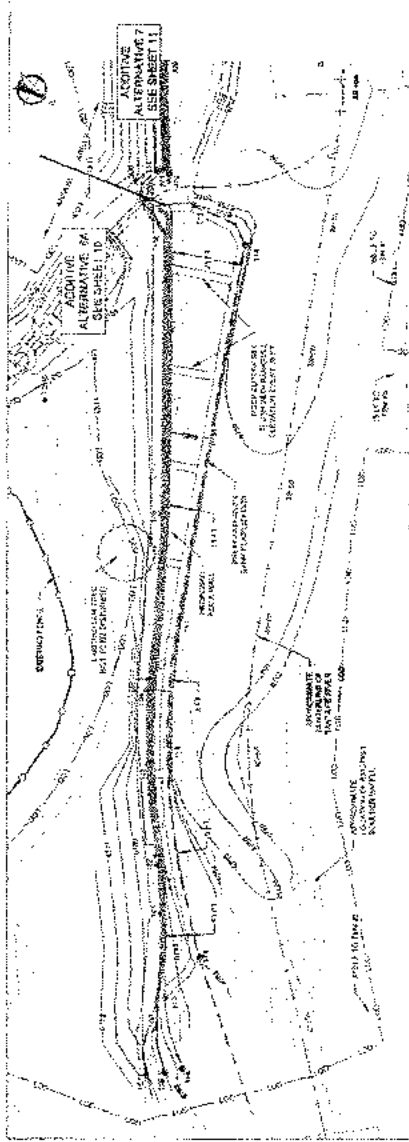
City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

JANUARY 2019
MILNER
10000
2019.01.28.2019
8 of 17

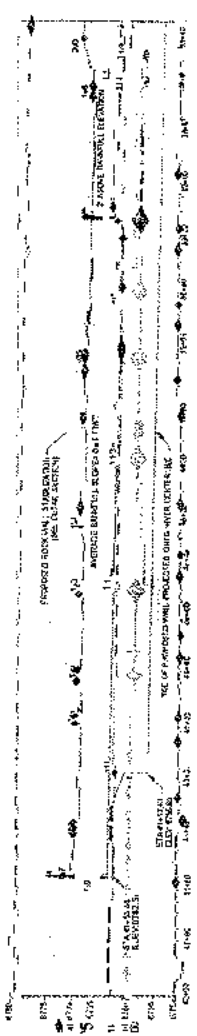
DESCRIPTION	DATE	BY	CHK'D BY	APP'D BY
AREA 5	11-09			
AREA 6	11-09			
AREA 7	11-09			

Rev. No.	Description	Change Made	Approved	Date
1	UPDATE BRIDGE			NOV 2017

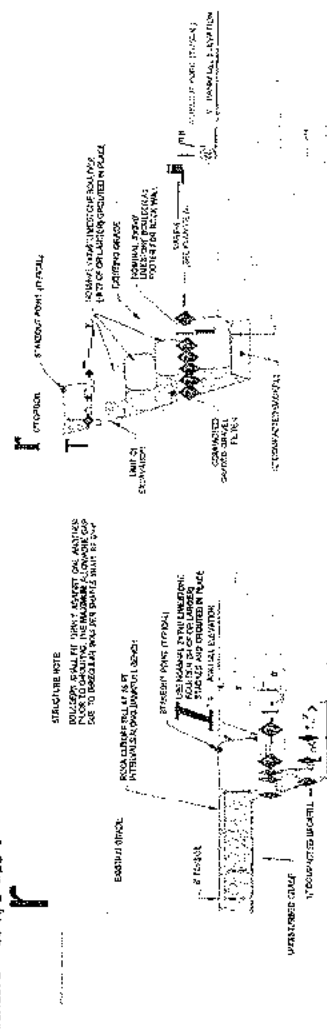




GRADING PLAN, SANTA FE RIVER @ LA JOYA ST (AREA D)
SCALE: 1" = 20'



PROFILE: SANTA FE RIVER @ LA JOYA ST (AREA D)
SCALE: 1" = 20' H, 1" = 10' V



TYPICAL RIVER BANK SECTION (STEP 1)
(617)

TYPICAL RIVER BANK SECTION (STEP 2)
(618)

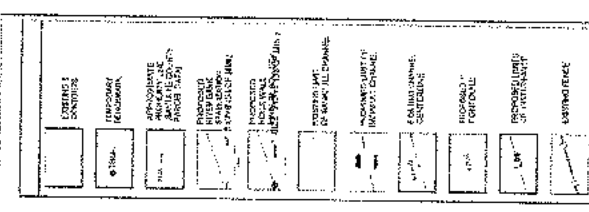
- CONSTRUCTION SEQUENCE:**
1. CONSTRUCTION OF THE PROPOSED GRADED BANK AND PROTECTION AND DRAINAGE SYSTEMS IN THE DRAINAGE AREA
 2. CONSTRUCTION OF THE PROPOSED GRADED BANK AND PROTECTION AND DRAINAGE SYSTEMS IN THE DRAINAGE AREA
 3. CONSTRUCTION OF THE PROPOSED GRADED BANK AND PROTECTION AND DRAINAGE SYSTEMS IN THE DRAINAGE AREA
 4. CONSTRUCTION OF THE PROPOSED GRADED BANK AND PROTECTION AND DRAINAGE SYSTEMS IN THE DRAINAGE AREA
 5. CONSTRUCTION OF THE PROPOSED GRADED BANK AND PROTECTION AND DRAINAGE SYSTEMS IN THE DRAINAGE AREA

TYPICAL BENCHMARKS

BENCH	DATE	DESCRIPTION	MARK	COORDINATES
1	12/15/13	CONCRETE	121513	121513
2	12/15/13	CONCRETE	121513	121513
3	12/15/13	CONCRETE	121513	121513
4	12/15/13	CONCRETE	121513	121513
5	12/15/13	CONCRETE	121513	121513
6	12/15/13	CONCRETE	121513	121513
7	12/15/13	CONCRETE	121513	121513
8	12/15/13	CONCRETE	121513	121513
9	12/15/13	CONCRETE	121513	121513
10	12/15/13	CONCRETE	121513	121513

EXCESS EARTHWORK SUMMARY

ITEM	DESCRIPTION	AMOUNT
1	EXCESS EARTHWORK	114
2	EXCESS EARTHWORK	145
3	EXCESS EARTHWORK	10



AREAS

BANK STABILIZATION STAKEOUT POINTS

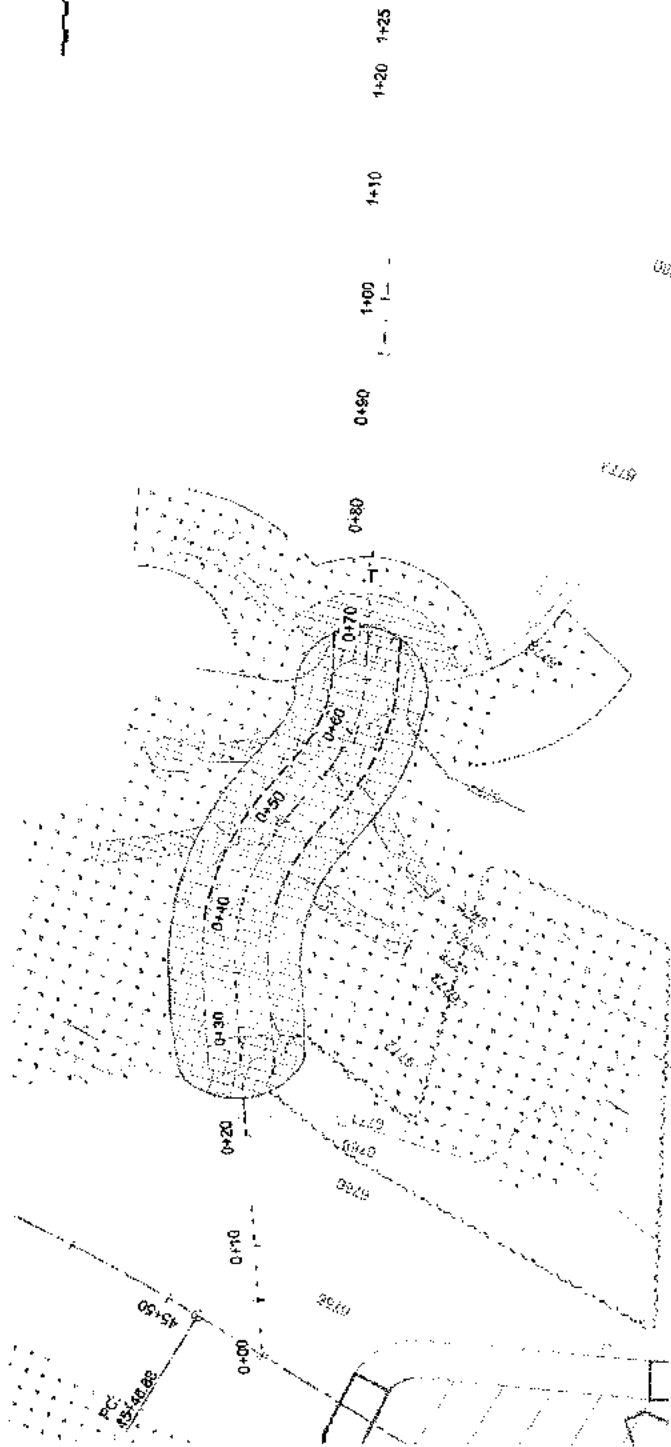
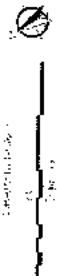
POINT	STATION	ELEVATION	MARK
1	1+00	870.00	121513
2	1+10	875.00	121513
3	1+20	880.00	121513
4	1+30	885.00	121513
5	1+40	890.00	121513
6	1+50	895.00	121513
7	1+60	900.00	121513
8	1+70	905.00	121513
9	1+80	910.00	121513
10	1+90	915.00	121513

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA D

CD 606 C. SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE B)
SANTA FE, NM

DATE: JUL 20 2016
TIME: 9:07:17
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 20'



PLAN - AREA 5
SCALE: 1" = 10'

LEGEND:

- VEGETATION
- EXISTING ROADWAY
- PROPOSED ROADWAY
- PROPOSED VEGETATION

REVEGETATION NOTE:

REVEGETATION SHALL BE PLANTED AT THE FOLLOWING RATES PER LINEAL FOOT OF ROADWAY:

- 1. 100% NATIVE PLANTS
- 2. 100% NON-NATIVE PLANTS
- 3. 100% TREES
- 4. 100% SHRUBS
- 5. 100% BUSHES
- 6. 100% GRASSES
- 7. 100% FLOWERS
- 8. 100% HERBS
- 9. 100% VINES
- 10. 100% MOSS
- 11. 100% LICHENS
- 12. 100% FUNGI
- 13. 100% BIRDS
- 14. 100% INSECTS
- 15. 100% AMPHIBIANS
- 16. 100% REPTILES
- 17. 100% MAMMALS
- 18. 100% FISH
- 19. 100% AMPHIBIANS
- 20. 100% REPTILES
- 21. 100% MAMMALS
- 22. 100% BIRDS
- 23. 100% INSECTS
- 24. 100% AMPHIBIANS
- 25. 100% REPTILES
- 26. 100% MAMMALS
- 27. 100% BIRDS
- 28. 100% INSECTS
- 29. 100% AMPHIBIANS
- 30. 100% REPTILES
- 31. 100% MAMMALS
- 32. 100% BIRDS
- 33. 100% INSECTS
- 34. 100% AMPHIBIANS
- 35. 100% REPTILES
- 36. 100% MAMMALS
- 37. 100% BIRDS
- 38. 100% INSECTS
- 39. 100% AMPHIBIANS
- 40. 100% REPTILES
- 41. 100% MAMMALS
- 42. 100% BIRDS
- 43. 100% INSECTS
- 44. 100% AMPHIBIANS
- 45. 100% REPTILES
- 46. 100% MAMMALS
- 47. 100% BIRDS
- 48. 100% INSECTS
- 49. 100% AMPHIBIANS
- 50. 100% REPTILES
- 51. 100% MAMMALS
- 52. 100% BIRDS
- 53. 100% INSECTS
- 54. 100% AMPHIBIANS
- 55. 100% REPTILES
- 56. 100% MAMMALS
- 57. 100% BIRDS
- 58. 100% INSECTS
- 59. 100% AMPHIBIANS
- 60. 100% REPTILES
- 61. 100% MAMMALS
- 62. 100% BIRDS
- 63. 100% INSECTS
- 64. 100% AMPHIBIANS
- 65. 100% REPTILES
- 66. 100% MAMMALS
- 67. 100% BIRDS
- 68. 100% INSECTS
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- 70. 100% REPTILES
- 71. 100% MAMMALS
- 72. 100% BIRDS
- 73. 100% INSECTS
- 74. 100% AMPHIBIANS
- 75. 100% REPTILES
- 76. 100% MAMMALS
- 77. 100% BIRDS
- 78. 100% INSECTS
- 79. 100% AMPHIBIANS
- 80. 100% REPTILES
- 81. 100% MAMMALS
- 82. 100% BIRDS
- 83. 100% INSECTS
- 84. 100% AMPHIBIANS
- 85. 100% REPTILES
- 86. 100% MAMMALS
- 87. 100% BIRDS
- 88. 100% INSECTS
- 89. 100% AMPHIBIANS
- 90. 100% REPTILES
- 91. 100% MAMMALS
- 92. 100% BIRDS
- 93. 100% INSECTS
- 94. 100% AMPHIBIANS
- 95. 100% REPTILES
- 96. 100% MAMMALS
- 97. 100% BIRDS
- 98. 100% INSECTS
- 99. 100% AMPHIBIANS
- 100. 100% REPTILES

WJM William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

**REVEGETATION PLAN - AREA-5
ADDITIVE ALTERNATIVE 5**

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridges to Don Jose Storm Drain Outfall



Scale: 1" = 10'
Date: July 2019
Author: WJM
Checked: WJM
Approved: WJM

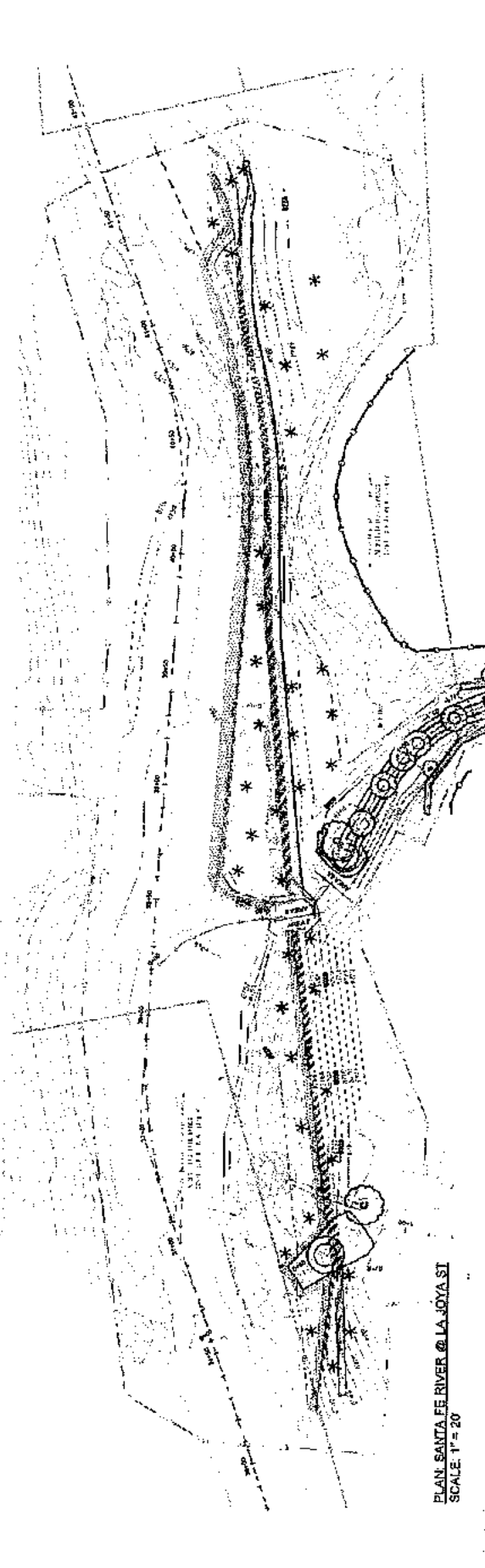
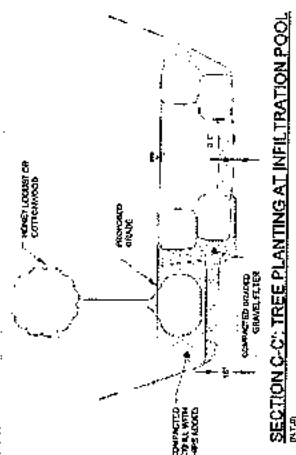
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- 2. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 3. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 4. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 5. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 6. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 7. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
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- 9. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 10. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.

- 1. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 2. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
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- 6. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
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- 8. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 9. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 10. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.

- 1. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
- 2. MAINTAIN EXISTING VEGETATION WHERE POSSIBLE.
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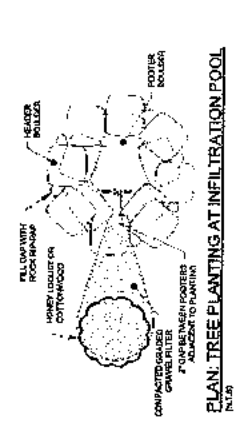
VEGETATION SCHEDULE

PLANT	TYPE	PLANT	TYPE	PLANT	TYPE	PLANT	TYPE	PLANT	TYPE
...



VEGETATION PLANS - AREAS 6, 6A & 7

NO.	PLANT	TYPE	PLANT	TYPE	PLANT	TYPE	PLANT	TYPE	PLANT	TYPE
...



William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

REVEGETATION PLANS - AREAS 6, 6A & 7
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

DATE: JUNE 24, 2015
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 20'

William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

REVEGETATION PLANS - AREAS 6, 6A & 7
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

DATE: JUNE 24, 2015
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 20'

William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

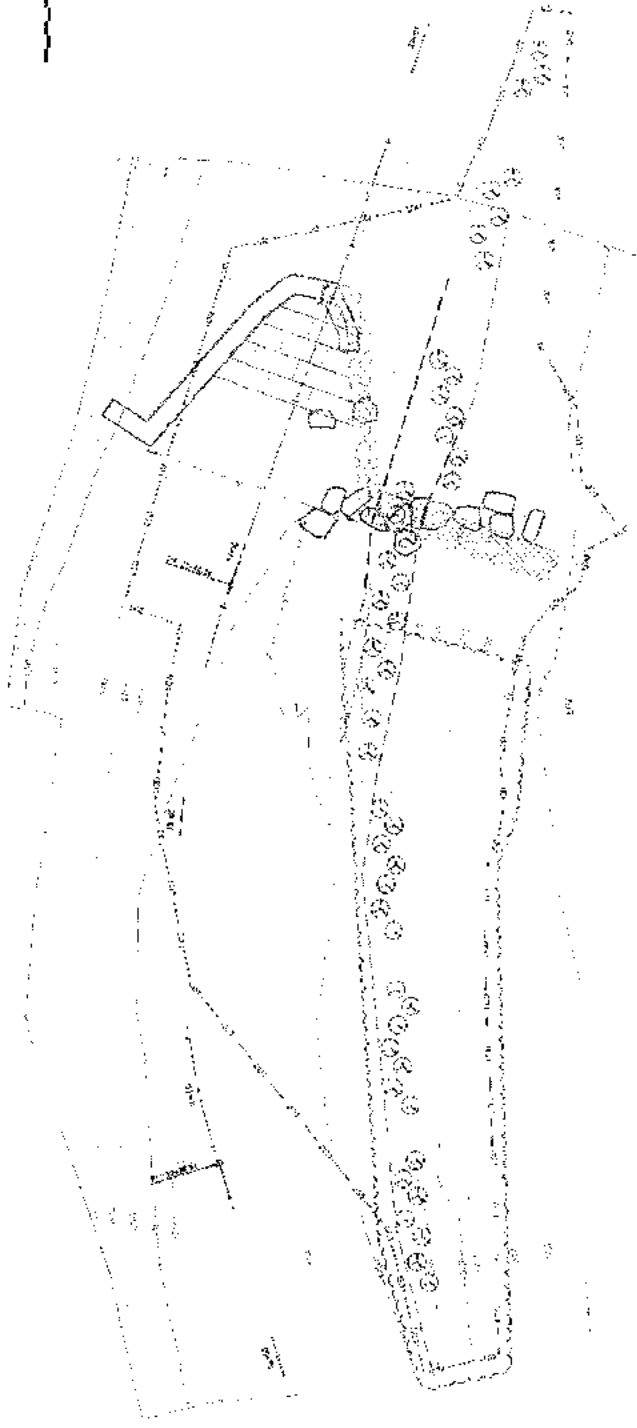
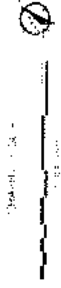
REVEGETATION PLANS - AREAS 6, 6A & 7
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

DATE: JUNE 24, 2015
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 20'

William J. Miller Engineers, Inc.
1511 Third St.
Santa Fe, NM 87505

REVEGETATION PLANS - AREAS 6, 6A & 7
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

DATE: JUNE 24, 2015
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 20'



PLAN - AREA 8
SCALE 1" = 30'

LEGEND:

- 1. EXISTING VEGETATION
- 2. NEW VEGETATION
- 3. EXISTING STORM DRAIN
- 4. NEW STORM DRAIN
- 5. EXISTING BRIDGE
- 6. NEW BRIDGE
- 7. EXISTING BUILDING
- 8. NEW BUILDING
- 9. EXISTING DRIVEWAY
- 10. NEW DRIVEWAY
- 11. EXISTING FENCE
- 12. NEW FENCE
- 13. EXISTING UTILITY
- 14. NEW UTILITY
- 15. EXISTING EROSION CONTROL
- 16. NEW EROSION CONTROL

REVEGETATION NOTE:

1. ALL VEGETATION TO BE REMOVED AND REPLACED WITH THE FOLLOWING SPECIES:
 2. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING SPACING:
 3. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING DEPTH:
 4. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING RATE:
 5. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING DATE:
 6. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING LOCATION:
 7. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING METHOD:
 8. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING MATERIAL:
 9. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING EQUIPMENT:
 10. ALL NEW VEGETATION TO BE PLANTED AT THE FOLLOWING PERSONNEL:



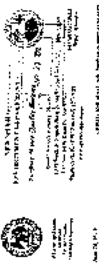
William J. Miller Engineers, Inc.
 1511 Third St.
 Santa Fe, NM 87505

REVEGETATION PLAN - AREA 8

City of Santa Fe
 SANTA FE RIVER
 FLOOD DAMAGE REPAIR
 Ricardo Bridge to Don Jose Storm Drain Outfall



DATE: 06/28/2013
 TIME: 10:00 AM
 SHEET: 16 OF 17



City of Santa Fe
 Department of Public Works
 215 W. Alameda
 Santa Fe, NM 87501
 (505) 833-3333

PERMIT TO CONSTRUCT
 This permit is issued under the authority of the Santa Fe Flood Control Act, Chapter 10-1-1, N.M.S.A. 1978, and the Santa Fe Flood Control Ordinance, Chapter 10-1-1, N.M.S.A. 1978, and the Santa Fe Flood Control Ordinance, Chapter 10-1-1, N.M.S.A. 1978.

PROJECT NAME:
 Santa Fe River Flood Control Project
PROJECT NUMBER:
 10-1-1-1000

APPLICANT:
 William J. Miller Engineers, Inc.
 1511 Third St.
 Santa Fe, NM 87505

PERMIT TYPE:
 Flood Damage Repair
PERMIT NUMBER:
 10-1-1-1000

ISSUED:
 June 28, 2018
EXPIRES:
 June 28, 2019

PROJECT LOCATION:
 Santa Fe River
PROJECT DESCRIPTION:
 Flood Damage Repair

APPROVED:
 [Signature]
 [Title]

SECTION 10-1-1. FLOOD DAMAGE REPAIR PERMITS.
 A. Purpose. The purpose of this section is to provide for the repair of flood damage to public property and to provide for the repair of flood damage to private property.

B. Definitions. For the purposes of this section, the following definitions shall apply:
 1. "Flood" means an overflow of water from any source, including but not limited to rivers, streams, creeks, ditches, canals, reservoirs, or other bodies of water, which is caused by natural causes or human activities.

2. "Flood Damage Repair" means the repair of flood damage to public property or private property, including but not limited to the repair of bridges, levees, dikes, and other structures.

3. "Permit" means a written authorization issued by the City of Santa Fe, New Mexico, for the repair of flood damage to public property or private property.

4. "Applicant" means any person or entity who applies for a permit for the repair of flood damage to public property or private property.

5. "City" means the City of Santa Fe, New Mexico.

6. "Public Property" means any property owned or controlled by the City of Santa Fe, New Mexico.

7. "Private Property" means any property owned or controlled by a private person or entity.

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WJM
 William J. Miller Engineers, Inc.
 1511 Third St.
 Santa Fe, NM 87505

PERMITS
 City of Santa Fe
 SANTA FE RIVER
 FLOOD DAMAGE REPAIR
 Ricardo Bridge to Don Jose Storm Drain Outfall
 JMC
 WJM
 JMC
 June 28, 2018



DATE	BY	REVISION

17 of 17

F. SPECIAL PROVISIONS

SECTION 203: EXCAVATION, BORROW, AND EMBANKMENT

203.1 DESCRIPTION

This Work consists of performing excavation, providing borrow, constructing Embankment, hauling, disposing, placing, and compacting Materials.

CONSTRUCTION REQUIREMENTS

Excavation

Within cut sections, remove excavated material from the limits of the cut section to the Subgrade elevation for the width of the Project Area. Finish cut sections to a smooth and uniform surface. Remove unsuitable or unstable material below finished Subgrade. Take cross-sectional measurements after the removal of unsuitable and unstable material. Subgrade elevations shall be checked upon completion of excavation to verify cut meets design grade.

Embankment

Break up the original ground surface to at least six (6) inches by plowing, scarifying, or stepping up. Place Material for Embankment in horizontal layers not exceeding eight (8) inches thick and compact this area to 95% of maximum density as determined in accordance with AASHTO T 180 (Modified Proctor).

Contractor shall distribute and fill the interstices between placed structure rocks to form a dense mass. If the interstices between the rock fragments cannot be completely filled and compacted, use bridging geotextile over the top of the rock fragments to prevent the overlying Embankment Material from filling the interstices. Do not use rock fragments that may degrade with time or may be water sensitive (such as shale or gypsum) as rock fill in Embankments. This material is considered unsuitable by the Owner.

Sub excavation

Remove unsuitable Materials from the Subgrade unless an alternative treatment is agreed upon by the Engineer.

METHOD OF MEASUREMENT

Excavation, Borrow, and Embankment

Within cut sections, excavated material removed from the limits of the cut section to the Subgrade elevation for the width of the Project Area shall be paid as Unclassified Excavation.

Submit the original ground surface and final surface data for each phase of construction to the Engineer to estimate completed portion of total excavation volume. Compensation will be provided as a portion of the total lump sum cost for

excavation depending on completion of entire line item as approved by the Engineer. The Department will not apply any shrinkage or swell factor due to payment being made on the final cross sectioned volume.

Pay Item	Pay Unit
<i>Excavation</i>	Cubic Yard

F.1. SECTION 303: GRADED GRAVEL FILTER

The requirements of Section 303 shall remain in effect except as modified below:

303.2.2 AGGREGATE ACCEPTANCE

Add the following subsection:

Table 303.2.1:3 Graded Gravel Filter:

Graded gravel filter aggregate shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
6 inch	100
4 inch	60 – 90
2 inch	30 – 50
1 inch	5 – 20
½ inch	0

Section 303.5 BASIS OF PAYMENT

Add the following pay item:

Pay Unit:

Graded gravel filter

Cubic yard

F.2. SECTION 206: EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR STRUCTURES

206.1 DESCRIPTION

This Work consists of excavating, placing and compacting select backfill, and disposing of material related to construction of box and pipe Culverts, storm drains, and other drainage Structures. Excavation includes dewatering, pumping, bailing, draining, sheeting, bracing, and Incidentals required for proper execution of the Work. Ditches required at Culvert inlets and outlets, and other locations indicated in the Plans are included under the item for Unclassified Excavation.

206.2 MATERIALS

Select Backfill - Graded Gravel Filter

Graded Gravel Filter select backfill material shall be composed of stone, crushed stone, crushed or screened gravel, caliche, sand, or a combination of these Materials; and must be free of organic matter, silt, clay balls, and other deleterious materials. Select fill shall be approved by the Engineer before it is placed.

Earth Backfill

Earth backfill is composed of natural earth material obtained from required excavations and designated borrow areas

206.3 CONSTRUCTION REQUIREMENTS

General

Remove unstable foundation material below the specified bottom-of-structure elevation and replace with approved Material, as directed by the Engineer. Ensure the moisture content of the soil, at the time of compaction, is not greater than or less than five percent (5%) of the optimum level.

Compact the top six (6) inches of existing ground and graded gravel filter to at least 95% of maximum density in accordance with AASHTO T 180 (Modified Proctor), Method D (TTCP Modified). Maintain the density, approved surface elevation, and shape of the foundation immediately before placing structure rock.

Each layer of earth backfill shall be compacted to a minimum of 90% of maximum dry density of the fill soil. Compaction of each 12-inch layer shall be by a minimum of four passes, of a pneumatic-tired roller or vibratory roller or track-mounted diesel tractor capable of exerting a minimum of 5,000 lb./ft² on placed earth backfill.

Contractor's compaction equipment and methods of consolidation are subject to approval by engineer prior to their use in the work.

Pipe Culverts, Storm Drains, and Structural Plate Pipe

Remove rock and other unyielding foundation material a minimum of four (4) inches (maximum 12 inches) below the bottom of the Structure. Backfill this added depth with an approved Material as identified in the Contract. Excavate trenches wide enough to allow for pipe joining and compaction of the bedding and backfill Material under and around the pipe. Uniformly compact the trench for its full length and width.

206.4 METHOD OF MEASUREMENT

The Engineer will measure the in-place quantity of Unstable Material Excavation below the bottom-of-structure elevation.

206.5 BASIS OF PAYMENT

Excavation, disposal of unstable material, backfill and select backfill material, placement and compaction of select backfill for Culverts, storm drains, other drainage Structures, box Culverts, and minor Structures shall be included in the Contract unit price per cubic yard. Excavation shall include all dewatering, pumping, bailing, draining, sheeting, bracing, and Incidentals required for proper execution of the Work. The Owner will not apply any shrinkage or swell factor due to payment being made on the final cross sectioned volume.

Pay Item	Pay Unit
<i>Excavation and installation of culvert</i>	Linear Foot

F.3. SECTION 570: PIPE CULVERTS

570.1 DESCRIPTION

This Work consists of supplying, constructing, and reconstructing pipe Culverts.

570.2 MATERIALS

Metal Pipe

Provide helical corrugated pipe that have re-rolled ends with at least two (2) annular corrugations. If using stab joints, only one (1) end may have a factory attached coupling as appropriate for the end.

If using smooth interior lined steel Culvert pipe (double wall), provide lock seams of the smooth interior liner and the corrugated shell that are continuous from end to end of each length of pipe section. Ensure the exterior gauge is not less than the specified gauge in the Contract for unlined corrugated steel Culvert pipe. The interior metal lines shall be at least 0.040 inch.

570.3 CONSTRUCTION REQUIREMENTS

Excavation and Backfill

Excavate trenches in accordance with Section 206, "Excavation and Backfill for Culverts and Minor Structures." Make the trenches wide enough to properly join the pipe and

thoroughly compact the bedding Material under and around the pipe. Where possible, make the trench wall vertical.

Fill Height Requirements

Provide minimum and maximum cover over the pipe in accordance with the Standard Drawings.

Laying Pipe

Begin laying pipe at the downstream end of the pipeline except for extensions of existing pipes. Place the bottom of the pipe in contact with the shaped bedding throughout its full length.

Place the bell ends or outside circumferential laps of pipes facing upstream to obtain a shingling effect. Place pipe with longitudinal laps or seams with the laps or seams at the sides.

Lay paved or partially lined pipe so that the longitudinal centerline of the paved segment coincides with the flow line. Place elliptical and elliptically reinforced pipes with the major axis within 5° of a horizontal plane.

570.4 METHOD OF MEASUREMENT

570.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>Culvert Pipe</i>	Foot
<i>Culvert Pipe End Section</i>	Each
<i>Culvert Pipe Arch</i>	Foot
<i>Culvert Pipe Arch End Section</i>	Each

Work Included in Payment

The following Work and items shall be considered as included in the payment for the major items and will not be measured or paid for separately:

A. All joint Materials, shear connectors required for joining sections;

B. Testing and Certification of all Culverts; and

C. The coating of aluminum and aluminized steel pipe Type 2 when placed with fresh concrete. Work shall include trenching, connections to transitions, pipe joining, dewatering, installation of pipe, fittings miscellaneous components; including elbows, drains and blow offs, backfill and compaction, encasing or special backfill and hydrostatic testing.

F.4. SECTION 601: REMOVAL OF STRUCTURES AND OBSTRUCTIONS

601.1 DESCRIPTION

This Work consists of removing and salvaging, or disposing of structures, pavement in its entirety or partially, and other obstructions. This Work also includes salvaging specified Materials. The Contractor shall repair salvageable items that are damaged during removal, whether designated for removal in the Contract or by the Project Manager, at no additional cost to the City of Santa Fe.

601.3 CONSTRUCTION REQUIREMENTS

601.3.1 General

If the Contract identifies material for salvage, remove the material and store this material in accordance with the Contract. Notify the Project Manager in writing of disposal details for material not identified as salvage. Destroy unusable, non-hazardous combustible material. Dispose of non-hazardous, noncombustible material.

601.3.2 Removal of Pipe

Minimize damage while removing existing pipe. If the Project Manager identifies existing pipe as reusable, store the reusable pipe, minimizing loss or damage.

601.3.3 Removal of Pavement, Sidewalks, Curbs, and Gutters

Break concrete items including pavement and dispose of them in accordance with Section 601.3.1, "Construction Requirements, General." The Contractor is responsible for disposing of excess material in accordance with Section 601.3.1, "Construction Requirements, General."

601.3.4 Demolition

If the Contract requires demolition, remove the existing structures and restore to the existing surface. Before beginning demolition, coordinate disconnection of utility services with the appropriate utility owner. Immediately repair broken or damaged utilities, at no additional cost to the Department.

601.3.6 Hauling and Stockpiling Salvageable Material

If the Contract requires the Contractor to haul and stockpile salvageable material, load, haul, unload, and stockpile the Materials in accordance with the Contract. Minimize damage to the material. Place the salvageable material on blocks or other approved Materials and maintain the stockpile area, as directed by the Project Manager.

601.5 BASIS OF PAYMENT

Pay Item Pay Unit

Removal of Structures and Obstructions Lump Sum

Removal of Surfacing Lump Sum or Square Yard

Demolition Lump Sum

The Department will make partial payments based on the percent complete of each item on the list of removals provided to the Project Manager at the preconstruction conference. The Department will not make additional payment for minor removals not specified in the Contract.

601.5.1 Work Included in Payment

1. No direct payment will be made for filling cavities left by structure removal, and the Work shall be considered Incidental to the applicable items;
2. No direct payment will be made for loading, hauling, unloading, and satisfactorily stockpiling salvageable material and the Work shall be considered Incidental to the applicable items.

F.5. SECTION 602: SLOPE AND EROSION PROTECTION STRUCTURES

602.1 DESCRIPTION

This Work consists of providing and placing riprap, gabions, revetment mattresses, sacked concrete revetment, concrete block revetment, wrapped rock faces, and other systems on the Embankment slopes and the sides and bottoms of channels, drain outlets, ditches, and other such locations. The work shall also consist of furnishing and placing boulders for in-stream structures and rock walls for slope stabilization.

602.2 MATERIALS

Riprap shall conform to Class C classifications and requirements, with a maximum volume of 4 ft³ minimum volume of 2 ft³, and a minimum dimension of 9 inches.

Structure rock for river bank stabilization shall conform to the minimum volumes and density shown in the following table:

Classification	Minimum stone volume (ft ³)	Minimum stone dimension (in.)
Structure rock (river structures and sill rock)	54	24
Large boulder (rock walls)	27	24
Small boulder (Zuni bowls and sill rock)	18	18

Physical Properties of Structure Rock

Structure rock and boulders used to construct in-stream structures and slope stabilization walls shall be blocky in shape and not rounded. Rock must be stable and able to stack to achieve specified height described in construction plans. River rock is not acceptable for use in constructing rock wall. Relative boulder volumes for specific applications are noted on the plans. Imported boulders shall match existing (limestone boulders previously used on site) in color and general composition. All rock shall have a minimum specific gravity of 2.6 as determined by ASTM D6473-15. Specific gravity data for rock source shall be provided by the Contractor and approved by the Engineer. Final approval of all boulders shall be made by the ENGINEER prior to any rocks being furnished to this project. This may require the ENGINEER visiting the rock pit to inspect and mark suitable rocks.

602.3 CONSTRUCTION REQUIREMENTS

Place riprap stones forming a continuous blanket in accordance with the Contract. Place stones with the long axis parallel to the toe of the slope, with a stable bearing upon the underlying soil or stones.

Place large stones as close together as possible. Use smaller stones to fill the areas between the larger stones. Ensure that the finished riprap surface varies no more than three (3) inches from the specified slope; and derrick stone riprap varies no more than eight (8) inches from the specified slope. Unless otherwise specified, place the riprap foundation course in a trench excavated to 24 inches below the toe of the slope of the Embankment or side of channel.

Place a layer of Class 1 geotextile filter fabric between the slope and erosion protection structures, and the backfill Material.

Placement of Structure Rock and Boulders

In-stream rock structures for grade stabilization or bank protection shall be constructed to the general lines, angles and slopes that are shown in the plans, and to any specific elevations shown in the plans. Individual boulders should be placed in running bond pattern, to the extent possible (i.e. joints shall be offset). Each boulder should be placed so as to interlock with adjacent boulders, in a manner such that they would remain firmly in place without the benefit of the mortar or other mechanical stabilization.

Because each location is different, and no two boulders are the same shape/size, the ENGINEER or his representative will provide guidance to the CONTRACTOR in the placement of boulders to optimize the stability and benefits of the structure. The CONTRACTOR should expect that the process of rock placement will be a "trial and error" process, proceeding until the best outcomes of rock placement and fit are achieved. Not every rock will fit in every location. The ENGINEER shall work with the CONTRACTOR to establish reasonable tolerances for elevations in rock placements, and to establish reasonable guidelines for rock selection and fit so that the finished product is both stable and aesthetically pleasing. Final acceptance of rock structure work will be determined solely by the ENGINEER.

Grouting of Structure Rocks

Grouting shall follow the general requirements and procedures of 602.3.1.1 and 602.3.1.2, except that faces of boulders shall be kept free of grout. Top of grout should remain approximately 1 – 2 inches below top of boulders. Any splashes or overflows of grout onto the exposed faces of the boulders shall be removed before grout sets.

602.4 METHOD OF MEASUREMENT

The Engineer will measure *Riprap Class C* based on the specified thickness and accepted surface area. Structure rock and boulders will be measured based on purchased and delivered quantities from quarry or rock source.

602.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>Riprap Class C</i>	Cubic Yard
<i>Structure Rock and Boulders</i>	Ton
<i>Grouted structure rock (grout incidental)</i>	Ton

Work Included in Payment

The following Work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

1. Excavation, backfilling and disposal of material required for the placement of slope and erosion protection structures;
2. Preparing subgrade upon which boulders are to be placed
3. Tooling of joints
4. Pointing, cleaning and protection of boulder faces
5. Preparation of test samples.
6. Dewatering
7. Stakes and staples, drainage geotextile

F.6. SECTION 621: MOBILIZATION**621.1 DESCRIPTION**

This Work consists of preparatory Work, preliminary operations, movement of personnel, equipment, supplies, and Incidentals to the Project site, and establishment of offices, buildings, and other facilities necessary for the Project, before beginning Work on the Project.

621.4 METHOD OF MEASUREMENT**Payment Procedures**

If the Contractor's Bid Item Price for mobilization is equal to or less than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will pay the Contractor using the following procedure:

1. If the Contractor has performed Work representing less than five percent (5%) of the Total Original Contract Amount less mobilization, the Owner will pay 25% of the mobilization Bid amount;
2. If the Contractor has performed Work representing from five percent (5%) to less than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will pay 50% of the Bid Item Price for mobilization; and
3. If the Contractor has performed Work representing ten percent (10%) or more of the Total Original Contract Amount less mobilization, the Owner will pay 100% of the Bid Item Price for mobilization.

If the Contractor's Bid Item price for mobilization is greater than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will only apply the previous payment procedure to that portion of the Contractor's Bid Item Price for mobilization

equal to ten percent (10%) of the Total Original Contract Amount less mobilization. The Department will pay the Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

621.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>Mobilization</i>	Lump Sum

The Owner will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

F.7. SECTION 603: TEMPORARY EROSION AND SEDIMENT CONTROL

603.1 DESCRIPTION

This Work consists of constructing, inspecting, and maintaining erosion, sediment control, and storm water pollution prevention facilities for the discharge of storm water associated with construction activity. This Work includes construction phase activities through final stabilization.

Storm Water Pollution Prevention Plan

A Storm Water Pollution Prevention Plan (SWPPP) is required because the disturbed area for the Base Bid is larger than one acre.

Contractor Responsibilities

All of Contractor's construction activities shall be in accordance with the terms and conditions of the following two (2) Clean Water Act Section 404 Nationwide Permit (NWP) Verifications: February 5, 2020 NWP 13 Bank Stabilization – Action No. SPA-2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair, and June 8, 2020 NWP 3 Maintenance – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration, copies of which is incorporated herein by reference.

Before disturbing any soil, the Contractor shall prepare and submit to the Engineer a Contractor developed Temporary Erosion & Sediment Control Plan based on the planned construction phasing and schedule. The Contractor shall prepare amendments to the TESCP as Work progresses or as phasing or scheduling changes are made. Specifically, the Contractor shall prepare a Construction Phase TESCP for each construction phase and include at least the following items or activities:

1. Develop the SWPPP using a combination of structural, non-structural, and vegetative best management practices (BMPs) appropriate for the identified location to control erosion and sedimentation and manage storm water during construction activities.

2. Include proposed methods for minimizing or eliminating pollution of streams, lakes, reservoirs, canals, and other water impoundments from storm water discharge associated with construction activities.
3. Do not start earth—disturbing activities until the Contractor developed TESCOP has been submitted and the NOI is active.
4. Refer to the recommendations in the current version of the Department's National Pollutant Discharge Elimination System Manual: Storm Water Management Guidelines for Construction and Industrial Activities.
5. Provide a signed, certified statement that states the terms and conditions of the NPDES General Permit are fully understood. Include a statement of intent to fully implement the SWPPP as proposed or modified at the pre-construction meeting in the certification.
6. Maintain the SWPPP in accordance with the NPDES Construction General Permit until final grading, erosion control, and seeding operation completion.

603.2 MATERIALS

General

Provide Materials for erosion, sediment control, and storm water pollution prevention measures that consist of siltation fences, socks, rock, riprap, soil retention blankets, or other acceptable measures approved by the Engineer.

Geotextiles

Drainage Geotextiles

Provide drainage geotextiles (Class B drainage applications) for silt fence in accordance with Section 604, "Soil and Drainage Geotextiles," unless otherwise specified in the Contract.

Soil Retention Blanket

Provide a soil retention blanket from the Department's *Approved Products List*, or as specified in the Contract and approved by the Engineer.

Riprap

Provide riprap and rock plating in accordance with Section 602, "Slope and Erosion Protection Structures."

Mulch Socks or Composted Mulch Socks

Core Material (Mulch): See Section 632, "Revegetation" for mulch and composted mulch Specifications. **Core Material (woodchips):** The Material must be 100% untreated wood chip and free of inorganic debris, such as plastic, glass, metal, etc. Manufacturer shall certify that the material is free of noxious weeds.

Woodchip size shall not be smaller than one (1) inch and shall not exceed three (3) inches in diameter; shavings shall not be more than five percent (5%) of the total mass. Containment Mesh: Furnish containment mesh 100% biodegradable, photodegradable such as burlap, twine, UV photodegradable plastic, polyester, or other acceptable Material as directed by the Engineer.

The mesh should not exceed 1/2 inch in diameter. Furnish biodegradable or photodegradable containment mesh when the socks will remain in place as part of the permanent or temporary vegetative plan. The containment mesh shall be greater than nine (9) inches in height after being packed; the containment mesh shall be densely packed so that the socks do not deform. The Engineer will determine the maximum allowable height for containment mesh.

603.3 CONSTRUCTION REQUIREMENTS

Mulch Socks or Composted Mulch Socks

Install the socks near the downstream perimeter of the disturbed area as shown on the SWPPP to intercept sediment from sheet flow, in the ditch as check dams, or as inlet protection as directed by the Engineer. Close contact between the earth and sock should be maintained by removing remaining vegetation, rocks, debris, and dirt clods. The socks will be interlocked or overlapped at the ends.

Anchoring should be adequate to prevent displacement during design rain events and to prevent flow under the socks. The anchors will be two (2) inch by two (2) inch wooden stakes or as approved by the Engineer. Socks used as check dams or placed in areas where the flow is more concentrated will be staked.

Earthwork Operations

Protect slopes as excavation or Embankment construction progresses. Maintain and protect the earthwork in Roadway sections through all construction stages to prevent sediment from leaving the construction limits.

Provide temporary slope drain facilities that can collect runoff and carry it to the slope bottoms. Use drain Materials capable of length change as earthwork operations progress.

603.4 METHOD OF MEASUREMENT

The Department will measure check dams along the crest of the dam.

SWPPP Plan Preparation and Maintenance

The Owner will reimburse the cost to prepare the SWPPP, prepare and install all BMPs for the Construction Phase TESCP, and maintain the Construction Phase TESCP BMPs under pay item Temporary erosion and sediment control.

603.5 BASIS OF PAYMENT

Compensation for Pollution Control will include cost of all materials described in SWPPP including the installation and implementation of BMPs. Payment shall be made

in a lump sum after submission and implementation of valid SWPPP as approved by the Engineer.

Pay Item	Pay Unit
<i>Pollution Control</i>	Lump Sum

F.8. SECTION 632: REVEGETATION

632.1 POLE PLANTING

A. Contractor Qualifications:

The contractor or revegetation subcontractor shall be a company that specializes in native plant revegetation and/or bio-engineering installations, with documented prior experience. The contractor shall furnish information substantiating its capability to provide staff expertise and suitable and sufficient quantity of equipment and labor to meet contract deadlines. Proof of capability may include monitoring and evaluation reports, letters of recommendation from the previous clients noting specific projects, and/or written commentary from public agency personnel.

B. Scope:

Pole planting is a term describing the use of live dormant stem cuttings of woody plant species for the purpose of propagating a selected tree or shrub species. This work shall consist of furnishing and installing the necessary vegetative materials as specified herein.

C. Definitions:

Branched Un-rooted Poles

Woody plant cuttings, capable of rooting, that are taken from trees and shrubs. All plant materials must be top quality stock. Plant materials shall be sound, healthy specimens. Any specimens that show evidence of serious injuries, bark damage, or insect infestation will be rejected.

Dormant Season

The non-growing season for woody species, when they have set their buds, and photosynthesis in the leaves has stopped (top growth is no longer occurring) but before buds break in the spring.

Harvesting Site

An approved existing, natural, native growing site that lies within a 40-mile radius of the project site, or approved cultivated sites.

D. Sourcing and Care:

It is preferable to use woody plant cuttings collected as close as possible to the project site. If top-quality cuttings are not available on site, or are of insufficient quantity, then the Contractor may obtain cuttings from other local harvesting sites or suppliers. Arrangements for alternate sources of woody plant cuttings are to be completed by and at the expense of the Contractor. Contractor shall make clean cuts and avoid split ends. Cutting tools to be used, including pruning shears, bow saws, chain saws, etc., should be based on the diameter of materials to be cut. Woody plant cuttings will be inspected on-site by the Project Manager prior to planting, or may be approved prior to delivery upon request by the Contractor.

- Willow cuttings shall be one-half to two inches (1/2" – 2") in diameter, and at least six feet (5') in length.
- Cottonwood cuttings shall be one to three inches (1" – 3") in diameter and at least six feet (6') in length.

Immediately upon cutting, cuttings shall be placed in water and kept out of direct sunlight. The Contractor shall provide for proper collection, care, storage, and handling of plant materials and will not permit cuttings to dry out prior to planting. Contractor should make every effort to plant cuttings within 12 hours of harvest, but if this is not possible, cuttings may be stored in clean, fresh water for a period of up to two weeks. Stored cuttings shall be kept between 36- and 50-degrees Fahrenheit.

E. Planting:

Plant branched, unrooted poles while dormant, from early winter to early spring. Use an auger or iron stake to make a pilot hole of sufficient depth in soil to allow planting at the following depths. Cuttings should be planted with approximately 75 to 80 percent of their length below the surface. Cuttings shall be planted with butt-ends in the ground. Leaf bud scars or emerging buds should always point up. At least two (2) lateral buds and/or terminal bud scars must be above the ground on cuttings. Contractor shall take care not to damage the buds, strip the bark or split the cutting during installation. Split or damaged cuttings shall be removed and replaced with acceptable cuttings.

Willow whips should be planted in bundles of two or three cuttings per hole. Cottonwood poles should be planted individually.

F. Plant Species:

The following is a list of acceptable species for planting on this project:

Willow Species

- *Salix exigua*, Coyote Willow
- *Salix lucida*, Pacific or Shining Willow

- *Salix irrorata*, Bluestem Willow

Cottonwood Species

- *Populus angustifolia*, Narrowleaf cottonwood
- *Populus fremontii*, Fremont cottonwood

F.9. SECTION 664: LANDSCAPE PLANTING

664.1 DESCRIPTION

This Work consists of providing trees, shrubs, and other Materials necessary to complete the landscape. This Work includes labor, Equipment, and the performance of operations including planting, fertilizing, watering, cleanup of planting areas, and replacement of unsatisfactory, damaged, and unacceptable planting Materials.

664.2 MATERIALS

Inspection of Plant Materials

Provide plant Materials in accordance with State and federal laws, including the New Mexico Plant Protection Act (NMSA 1978, § 76-5-11 et seq.), for disease infestation inspection.

Inspection certificates required by law must accompany each shipment, invoice, or order of stock. On delivery, provide the certificate to the Engineer. Provide for Department inspection at the place of origin or in a local nursery, and upon delivery to the planting location at the Project.

The following is a list of acceptable species for planting on this project:

Tree/Shrub Species

- *Gleditsia triacanthos var. inermis*, Honeylocust
- *Chilopsis linearis*, Desert Willow

664.3 CONSTRUCTION REQUIREMENTS

Planting

Use the planting backfill mixture and provide watering basins in accordance with Contract. Do not plant deeper than the original ground line.

Care and Replacement

Water and maintain the plants for at least one (1) year from the date of final Acceptance, unless otherwise approved by the Owner. If the Contractor installs a drip irrigation system, the Contractor shall hand water the plants until the drip irrigation system is in place and operational. At the direction of the Engineer, replace dead or unhealthy plants for one (1) year after the date of final Acceptance. Provide replacement plants that are in accordance with the Contract.

664.4 METHOD OF MEASUREMENT

The Engineer will measure the actual number of trees, shrubs, or other plants provided, planted, and accepted.

664.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>Trees, Shrubs, and Ground Cover</i>	Each
<i>Sodding and Seeding per</i>	Square Yard

Work Included in Payment

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

- A. Furnishing, transporting, and planting of plants;
- B. Excavation, furnishing prepared backfill mixture, wrapping, staking, watering, care, and maintenance; of plants; and
- C. One-year replacement of dead and unhealthy plants.
- D. Implementation of engineer-approved temporary irrigation plan for upland portions of Area 6, Area 6A and Area 7.

F.1. SECTION 801: CONSTRUCTION STAKING BY THE CONTRACTOR

801.1 Description

General

This Work consists of construction staking, essential for the control and completion of the Project.

Department-Supplied Documents and Services

The Owner will provide the Contractor with survey data sufficient to layout, control, and complete the Project. Survey data includes, but is not limited to, the following:

1. Location notes;
2. Design grades;
3. Elevations;
4. Slopes;
5. Projected locations of slope stake catch points; and
6. Lines and grades.

The owner will supply the data as printout sheets, field books, electronic files (when available, and at the discretion of the Owner), Right of Way maps, or Plans. Contractor will locate and verify all data points.

Contractor-Supplied Personnel & Services

Provide qualified personnel who are experienced in construction staking to perform the staking. Per NMSA 61-23-26, Public Work, a New Mexico licensed professional surveyor is required to be in responsible charge of construction staking surveys for engineering and architectural public Works projects with a construction cost of \$100,000.00 or greater.

Locate and establish control points with the data given in the Plans.

Verify Department-provided survey data, and submit changes or adjustments (including recorded data) to the Engineer for approval at no cost to the Department.

801.2 CONSTRUCTION REQUIREMENTS

General

Do not disturb, cover, or remove reference marks without providing written documentation of the disturbed, covered, or removed reference mark to the Engineer for approval. Reference marks include the following:

1. Triangulation stations;
2. Benchmarks;
3. Corners;
4. Monuments;
5. Stake;
6. Witness marks; or
7. Other reference marks located within the construction limits (including the limits of Temporary Construction Permits) or on the Right of Way line of this Project. Coordinate the reestablishment of removed or destroyed markers with the Owner. When directed, reset destroyed reference markers, at no additional cost to the Owner, in accordance with 61-23-28 NMSA, Reference marks; removal or obliteration; replacement, and

Section 801: Construction Staking by the Contractor

12.8.2 NMAC, *Minimum Standards for Surveying in New Mexico* and the *Geodetic Mark Preservation Guidebook*, as prepared by the National Geodetic Survey.

Submit notes regarding the referencing of monuments to the Engineer.

Control Points

The Contractor shall use the reference control points provided by the Engineer or set by the Contractor's personnel to establish construction-staking points and to layout and control the Work.

Notify the Engineer of errors and omissions discovered in the control points before beginning affected Work.

Contractor will make every effort to preserve and reference the provided survey control points in such a manner, that their location can be reestablished by the contractor at Contractor expense in cases of construction-related and weather-related disturbances or vandalism.

Accuracy Verification

The Engineer will spot check the accuracy of the construction stakes, lines, grades, and layouts but will assume no responsibility for the accuracy or the final result. The Engineer will inform the Contractor of discrepancies immediately. All work shall follow recognized professional practice and the standards of the industry. The horizontal locations for all work shall be determined and recorded to the nearest 0.5 ft. and the vertical elevations shall be determined and recorded to the nearest 0.01 ft.

Non-Specified Re-staking and Re-establishment of Control

The Contractor shall perform re-staking due to the following conditions, at no additional cost to the Owner:

1. Errors or omissions by Contractor personnel, or
2. The Contractor's negligence.

The Engineer will review re-staking in accordance with Section 104.2.1, "Significant Changes in the Character of Work," Section 104.2.2, "Differing Site Conditions," and Section 104.2, "Extra Work" when due to the following conditions:

1. Resulting from errors or omissions by the Engineer;
2. At the Engineer's request, or
3. Circumstances beyond the Contractor's control.

Construction Staking

Locations and Elevations

Verify locations and elevations of control points and benchmarks provided. Establish as necessary.

Slope Stakes, and Clearing Stakes

Set slope stakes, and stationing at intervals no greater than 100 ft.

801.4 METHOD OF MEASUREMENT

Submit a construction-staking schedule of values as part of CPM or monthly progress

801.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>Construction Staking by the Contractor</i>	Lump Sum

The Owner will make partial payments in accordance with the approved construction-staking schedule of values. The Owner considers slope stake changes and other staking changes as Incidental to the completion of the Work and will not measure or pay for it separately.

F.10. SECTION 702 TRAFFIC CONTROL DEVICES DURING CONSTRUCTION

All provisions of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply in addition to the following:

1.0 DESCRIPTION.

1.01 This work shall consist of implementing the necessary traffic control during construction in conformance with the contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the contract traffic control plan detailed in the construction plans to the Project Manager prior to beginning construction operations.

1.02 The Contractor shall furnish all materials, tools, labor, equipment and all other appurtenances necessary to complete the work. The materials shall include, all interim and temporary signing, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the Engineer including all setups and resetting of devices.

1.03 Barriers to prevent pedestrians and cyclists from entering construction zones should be continuous and constructed of rigid materials in order to be discerned by pedestrians and cyclists with vision impairments. The use of "caution" tape, "snow fence," pedestrian screen fencing, or other measures is not acceptable for defining a pedestrian route as these materials are easily broken and do not adequately direct pedestrians into the temporary pathway. Temporary 6-foot high chain link panel fencing with panel stands constructed in accordance with Section 607.2.3 is a suitable barrier.

1.04 Submittals. The Contractor shall submit a summary of all necessary traffic control devices for this project in the format shown as TABLE 1 to the Project Manager

at least two (2) weeks prior to the pre-construction conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with appropriate supporting sections referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated work and materials defined in the appropriate supporting section of the standard specifications, including all revisions. The Contractor will not be allowed to initiate any work on the project until TABLE 1 has been provided to the Project Manager.

2.0 MATERIALS.

2.01 All materials shall conform to the applicable requirements of SECTION 701 - TRAFFIC SIGNS AND SIGN STRUCTURES, SECTION 702 - CONSTRUCTION TRAFFIC CONTROL DEVICES, and SECTION 704 - PAVEMENT MARKINGS.

3.0 CONSTRUCTION REQUIREMENTS.

3.01 All construction shall be effected by the Contractor in accordance with the applicable plan details and specifications shown in the contract or modifications to the plan details as approved by the District Traffic Engineer.

3.02 All materials and devices shall be maintained and replaced if necessary for the duration of the project in conformance with these specifications.

3.03 Traffic control shall be maintained in conformance with all specifications of SECTION 618 - TRAFFIC CONTROL MANAGEMENT, for the duration of the project.

4.0 METHOD OF MEASUREMENT.

4.01 When specifically designated for measurement and payment in the contract, traffic control devices during construction will be measured as a lump sum unit.

5.0 BASIS OF PAYMENT.

5.01 The accepted work for traffic control devices during construction will be paid for at the contract unit price lump sum. Payment shall be full compensation for furnishing all materials, tools, labor, equipment, hauling, and any other appurtenances necessary to satisfactorily complete and maintain adequate and safe traffic control until completion of the project.

This shall include all interim and temporary signing, temporary striping, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, traffic cones and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the District Traffic Engineer. Setting and resetting of devices shall also be included in payment of this item.

5.03 Traffic Control Devices During Construction shall not be considered as eligible for a cost savings suggestion.

Payment will be made under:

PAY ITEM

Traffic Control Devices During Construction

PAY UNIT

Lump Sum

Item# _____
Munis Contract# _____

CITY OF SANTA FE
CONSTRUCTION/ENGINEERING CONTRACT
(FOR ITB PURPOSES)

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid No.XXXX)

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

The Contractor shall perform all the work required by the contract documents for the 500C (CWSRF 088) Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid #XXX).

The work designated 500C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of but is not limited to: channel grading, construction of bank stabilization structures, slope protection, and rehabilitation of stormwater conveyances as described in the Contract Documents.

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

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

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____dollars (\$_____) per Scope of Work for base bid and additive alternative, such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to**

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

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

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on two (2) years after city signature unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services

contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the

local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers

compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to

recover excessive or illegal payments

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on

behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE (FOR ITB PURPOSES):

Marcos Martinez

(Marcos Martinez) (Rev 16, 2021 US-27.MSI)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

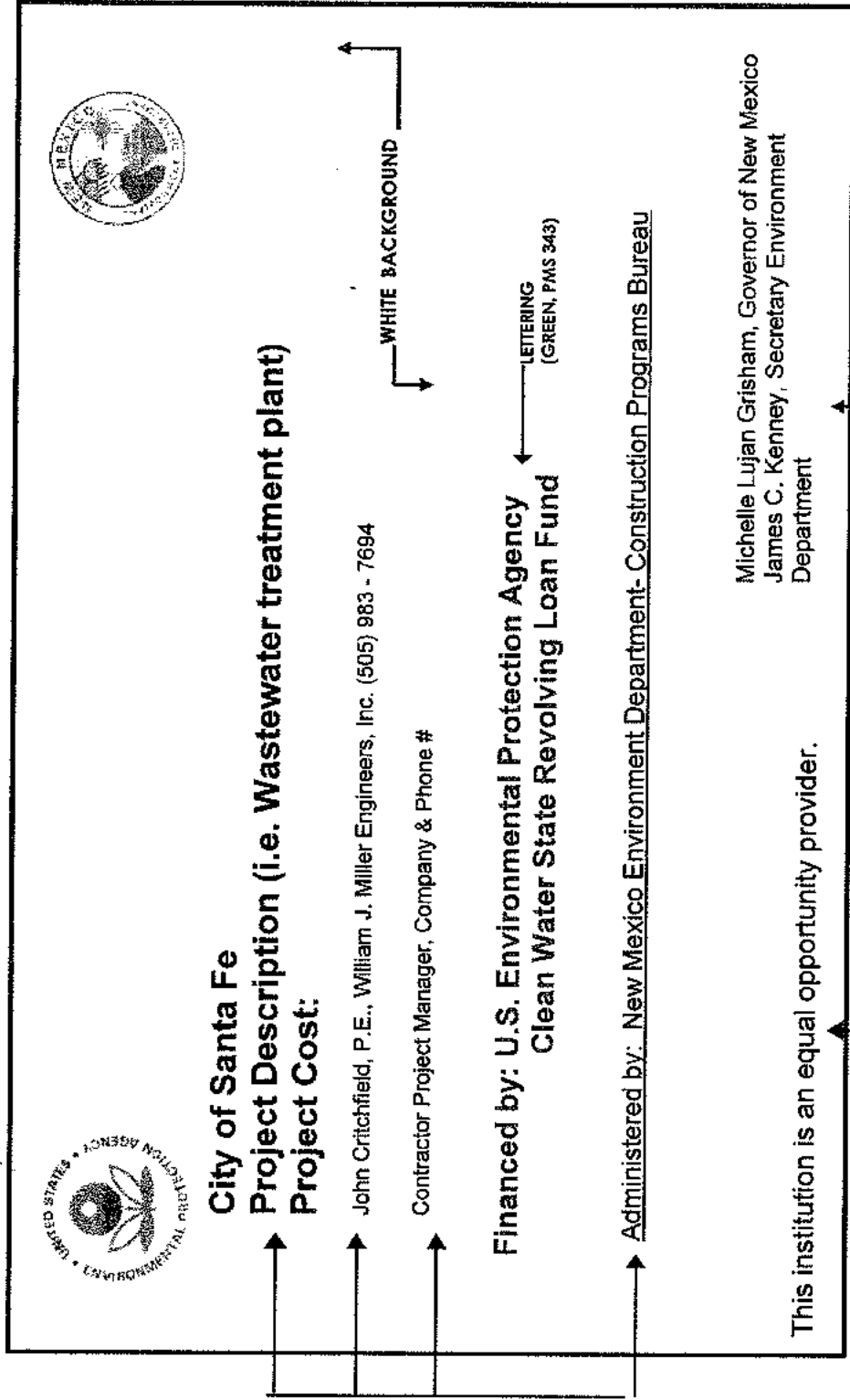
Example: Goal: Reduce or Increase or Other Service [insert blank].

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the portions of its Strategic Plan set forth below *(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties).*

APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



City of Santa Fe
Project Description (i.e. Wastewater treatment plant)
Project Cost:

John Critchfield, P.E., William J. Miller Engineers, Inc. (505) 983 - 7694
Contractor Project Manager, Company & Phone #

Financed by: U.S. Environmental Protection Agency
Clean Water State Revolving Loan Fund

Administered by: New Mexico Environment Department- Construction Programs Bureau

This institution is an equal opportunity provider.

Michelle Lujan Grisham, Governor of New Mexico
James C. Kenney, Secretary Environment
Department

SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

APPENDIX B: U.S. EPA SUPPLEMENTAL CONDITIONS

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6**

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU**

**Supplemental conditions
for
Federally Assisted Storm Water and/or Wastewater
Infrastructure under the
Clean Water State Revolving Loan Fund
Revised August 2021**

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification (does not apply to non-point source projects)
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. NMED FORM DBE-3
6. NMED FORM DBE-4
7. SRF Telecom Prohibition Certification
8. AIS CWSRF 314 (does not apply to non-point source projects)

Form to be provided with every construction pay application:

1. XP-214 Labor Standards Certification (does not apply to non-point source projects)
2. AIS Pay Application Certification (does not apply to non-point source projects)

REFERENCES

- **Copeland Anti-Kickback, 29 CFR Part 3**
<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4>
- **Suspension and Debarment, Subpart C of 2 CFR 180 and 1532**
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr180main_02.tpl
<https://ecfr.io/Title-02/pt2.1.1532>
- **Disadvantaged Business Enterprise, 40 CFR Part 33**
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl
- **Equal Employment Opportunity, 41 CFR Part 60**
<https://www.ecfr.gov/cgi-bin/text-idx?SID=ec3611532eacd5ad65ef7df6f322a31f&mc=true&node=pt41.1.60.61&rgn=div5>
- **Labor Standards, 29 CFR Part 4 & 6**
<https://ecfr.io/Title-29/pt29.1.4>
<https://ecfr.io/Title-29/pt29.1.6>
- **Nondiscrimination, 40 CFR Part 7**
<https://ecfr.io/Title-40/pt40.1.7>
- **Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500**
<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=84eca2b8c00b167d252c25ba6eab0eeb&mc=true&n=pt2.1.200&r=PART&ty=HTML>
<https://www.ecfr.gov/cgi-bin/text-idx?SID=9dad727f830d7c452669df30fc406fee&node=pt2.1.1500&rgn=div5>
- **NPDES General Permits for Storm Water Discharge from Construction Sites in Region 6**
<https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents>

Model Contract Clause - Attached

NPDES Bypass Policy-Attached

Federal Cross Cutters - https://ecfr.io/Title-40/se40.1.35_13575 see attached information also

Detailed Guidance on the American Iron and Steel Requirements can be found at:

<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

Enhancing Public Awareness of SRF Assistance Agreements - memo dated 6/3/18 - Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name _____ Project Number _____
Contract For 500C (CWSRF 088) Bid# 22/21/B
Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- (X) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- (X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- () I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.
- (X) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- (X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Lucas Lucero, Vice President

Signature of Bidder's Authorized Representative  Date 12/28/2021

Kimo Constructors, Inc

3681 Highway 47 Bosque Farms, NM 87068
Name & Address of Bidder

**CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS**

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly pay application must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work in which the New Mexico Environment Department Clean Water State Revolving Loan makes funds available to participate:

Pay Application No. _____ for period _____ to _____

Name of Project _____ Location _____

Contract No. _____ Date Contract Awarded _____

Project No. _____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Davis-Bacon Act, the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____ as principal contractor and by each _____

(Name of Contractor)

subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions. I also certify that I have submitted all weekly payroll to _____ (Name of grantee).

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative _____ Date _____

Owner/Grantee Certification

I hereby certify that the above is true to the best of my knowledge and that I have reviewed all certified payroll supplied by the prime contractor and certify that it meets all labor standards as set forth in the Davis Bacon Act.

Signature of Grantee Authorized Representative _____ Date _____

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? ~~Yes~~ No

If yes, when did you update your MBE/WBE/SBRA solicitation lists?

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's?
Yes ~~No~~

If yes, name the publications:

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? ~~Yes~~ No
4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes ~~No~~
5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? ~~Yes~~ No

If yes, please attach a brief description of portions of work you have identified for subcontracting. See attachment A

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes ~~No~~
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
Yes ~~No~~

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? ~~Yes~~ No

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

Construction Reporter.com, 12/13/2021. See attached advertisement

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes No

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person:

Name of MBE/WBE/SBRA:

Address: Phone:

Date and Place of Conference:

Name & Title of Person:

Name of MBE/WBE/SBRA:

Address: Phone:

Date and Place of Conference:

Name & Title of Person:

Name of MBE/WBE/SBRA:

Address: Phone:

Date and Place of Conference:

10. Total dollar amount of the contract:

\$ Kimo as the General Contractor is a qualifying DBE contractor.

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
---------------------------	---------------------------	----------------------------

Address:	Address:	Address:
----------	----------	----------

Phone:	Phone:	Phone:
--------	--------	--------

Contact Person:	Contact Person:	Contact Person:
-----------------	-----------------	-----------------

Type of Work:	Type of Work:	Type of Work:
---------------	---------------	---------------

Amount: \$	Amount: \$	Amount: \$
------------	------------	------------

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
---------------------------	---------------------------	----------------------------

Address:	Address:	Address:
----------	----------	----------

Phone:	Phone:	Phone:
--------	--------	--------

Contact Person:	Contact Person:	Contact Person:
-----------------	-----------------	-----------------

Type of Work:	Type of Work:	Type of Work:
---------------	---------------	---------------

Amount: \$	Amount: \$	Amount: \$
------------	------------	------------

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
---------------------------	---------------------------	----------------------------

Address:	Address:	Address:
----------	----------	----------

Phone:	Phone:	Phone:
--------	--------	--------

Contact Person:	Contact Person:	Contact Person:
-----------------	-----------------	-----------------

Type of Work:	Type of Work:	Type of Work:
---------------	---------------	---------------

Amount: \$	Amount: \$	Amount: \$
------------	------------	------------

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
---------------------------	---------------------------	----------------------------

Address:	Address:	Address:
----------	----------	----------

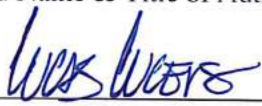
Phone:	Phone:	Phone:
--------	--------	--------

Contact Person:	Contact Person:	Contact Person:
-----------------	-----------------	-----------------

Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$
MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Lucas Lucero, Vice President
 Typed Name & Title of Authorized Representative


 Signature of Bidder's Authorized Representative

12/28/2021
 Date



KIMO CONSTRUCTORS, INC.

*3681 HIGHWAY 47
Bosque Farms, NM 87068
www.kimonm.com
An Equal Opportunity Employer*



XP-215 Form – Attachment A

Kimo identifies portions of work to be completed by qualified is the staking/surveying and testing. Also the revegetation, landscape planting and SWPPP.

Virtual Plan Room Find Contractors

Home > Project Detail

Tracking
Track with Email

Santa Fe River Repairs and Bank Stabilization Ricardo Bridge to the Don Jose Outfall

Santa Fe, NM (Santa Fe_NM Co.)

Scope:

Installation of grade control structures, rock retaining wall, repair of stormwater conveyances, and revegetation

Project Meetings / Conference Calls

MANDATORY Pre-Bid Conference 12/07/2021 @ 10:00AM	Ricardo Street Pedestrian Crossing on the Santa Fe River (Lat: 35.678893, Long: -105.974474)
Bid Opening 12/28/2021 @ 2:00PM	via ZOOM Meeting ID: 861 1345 6017 Meeting Link

Project Notes:

MEMO 1 LARGE DRAWINGS is available to view/download(posted 12.14.21)

SUBMIT QUESTIONS TO: Fran Dunaway fadunaway@santafenm.gov, John Critchfield john@wjmillereengineers.com, Zoe Isaacson zrisaacson@santafenm.gov

DEADLINE TO SUBMIT QUESTIONS: 12.17.21

SUBMIT BIDS TO: ELECTRONIC SUBMITTAL REQUIRED EMAIL BIDS TO: purchasing@santafenm.gov

Bid Security: Bonds may be required.

Questions about this project?
Email: askme@constructionreporter.com

First Reported on 11/30/2021 - Last Updated 12/15/2021 - Northern New Mexico Region

Quick Links

Click on the links to access desired Section / Tab below.

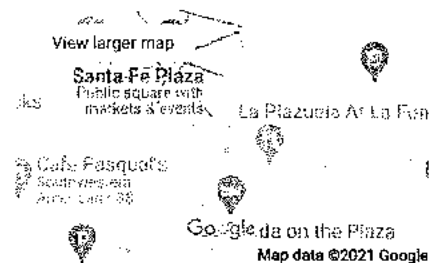
[Project Team](#) | [Bidders List](#) | [Documents](#)

Click on the word 'Visitors' below to open Visitors List.

Visitors: Total Visits:

Project Information

PROJECT ID:	2021-82A1
BID DATE/TIME:	12/28/2021 - 02:00pm MST
ADDENDA COUNT:	0
MEMO COUNT:	1
ESTIMATED COST:	\$1,000,000
SQ FOOTAGE:	0
OWNER ID:	BID # 22/21/B
PHASE:	Bidding
STAGE:	Active
STATUS:	Memo Received
PROJECT TYPE:	Site Work / Non-Building
CATEGORY:	Wetland / Riverbank / Reclamation
PUBLIC FUNDING:	Yes
OBTAIN PLANS:	Engineer
PRE-BID MEETING MANDATORY	12/7/2021 10:00 AM MST
PROJECT LOCATION MAP	





Company Notes

My Notes:

Company Notes:

Project / Team Bidders List Documents

Bidders in RED are Members that added themselves to the Bidders List

Select the companies that you would like to print and click on *Printable List*.

Select the contacts that you would like to email and "click" *Batch EMAIL*.

Check All Companies

[Printable List](#)

Check All Contacts

[Batch EMAIL](#)

BIDDING GENERAL CONTRACTOR

Email all of these contacts

 REMOVE Kimo Constructors Inc

3681 Highway 47
Bosque Farms NM 87068



COMPANY (505) 869-9311
CONTACT 5058699311
FAX 5058699312

CONTACT: Desiree Jojola
EMAIL: desiree@kimorm.com

Kimo Constructors is requesting quotes from all DBE, SBA, WBE, VOSB, and Hubzone



DID YOU KNOW?

The green plus sign to the left of each project opens a brief description of the project with options to "track" or "hide" that project. If you decide to track with email, you will receive a nightly email advising you of any changes made to your tracked projects.

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Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner _____ ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



Lucas Lucero - 12/28/2021

(Contractor Signature & Date)

(Owner Signature & Date)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Kimo Constructors, Inc		Project Name 500C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall	
Bid/ Proposal No. Bid# 22/21/B	Assistance Agreement ID No. (if known)	Point of Contact Lucas Lucero	
Address 3681 Highway 47 Bosque Farms, NM 87068			
Telephone No. 505-869-9311		Email Address lucas@kimonm.com	
Issuing/Funding Entity: United States Environmental Protection Agency			


I have identified potential DBE certified subcontractors	<u>X</u> YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
CA2 Testing	17 Centro de Algodones Algodones, NM 87004 505-718-3030 abe@ca2testing.com		Yes

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Lucas Lucero
Title	Date
Vice President	12/28/2021

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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Prime Contractor Signature	Print Name
Title	Date

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.


As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Lucas Lucero, Vice President

Typed Name & Title of Contractor's Authorized Representative


Signature of Contractor's Authorized Representative

12/28/2021

Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Lucas Lucero, Vice President
Typed Name & Title of Contractor's Authorized Representative


Signature of Contractor's Authorized Representative

12/28/2021
Date

American Iron And Steel Certification - Pay Application #

The Contractor acknowledges that it understands the goods and services being paid for under this Pay Application are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of th, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

Date

AIS Pay Application Certification

Sample Certifications for AIS compliance

The following information is provided as a sample letter of step certification for AIS compliance. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List Items, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Name and Title

The following information is provided as a sample letter of certification for AIS compliance.
Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Name and Title

Wage Rate Requirements

(DOES NOT APPLY TO NON-POINT SOURCE PROJECTS)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(i)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method or manner of performance of the work;
 - iii. In the recipient-furnished facilities, equipment, materials, services or site, or
 - iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.

5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

- i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
- ii. Method of shipment or packing; and
- iii. Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

- a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:
 1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.
- b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
- c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
- d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

- a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
- b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such

suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over \$10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over \$25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of \$100,000; (2) negotiated contract amendments or change orders in excess of \$100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of \$100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

- a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
- b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT: ACCESS TO RECORDS

- a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides:

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.

4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.

2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

15. 40 CFR part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**United States Environmental Protection Agency
Region 6**

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

1. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage; or
2. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The Permittee submits prior notice of an anticipated bypass, if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions.

- 1) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or
- 2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.
- 3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- National Environmental Policy Act, Pub. L. No. 91-190 (1970), 42 U.S.C. § 4321 *et. seq.*
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Wilderness Act, Pub. L. 88-577, as amended

- **Historic Resources**
 - National Historic Preservation Act, Pub L. 89-665, as amended, 80 Stat. 917 (1966), 16 U.S.C. § 470 *et. seq.*
 - Archeological and Historic Preservation Act, Pub. L. 93-291 (1974), 16 U.S.C. § 469a-1

- **Environmentally Sensitive Lands**
 - Protection of Wetlands, Executive Order 11990 (1977), as amended by Executive Order 12608 (1997)
 - Floodplain Management, Executive Order 11988 (1977), as amended by Executive Order 12148 (1979)
 - Farmland Protection Policy Act, Pub. L. 97-98 (1981), 7 U.S.C. § 4201 *et. seq.*

- **Coastal Area Protection**
 - Coastal Zone Management Act, Pub. L. 92-583 (1972), as amended, 16 U.S.C. § 1451 *et. seq.*
 - Coastal Barriers Resources Act, Pub. L. 97-348, 96 Stat. 1653 (1982), 16 U.S.C. § 3501 *et. seq.*

- Wild and Scenic Rivers Act, Pub. L. 90-542, 82 Stat. 913 (1968), 16 U.S.C. § 1271 *et. seq.*
- Endangered Species Act, Pub. L. 93-205 (1973), as amended, 16 U.S.C. § 1531 *et. seq.*
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265 (1976), as amended, 16 U.S.C. § 1801 *et. seq.*
- Clean Air Act Conformity, Pub. L. 95-95 (1977), as amended, 42 U.S.C. § 7401 *et. seq.*
- Safe Drinking Water Act, Pub. L. 93-523 (1974), as amended, 42 U.S.C. 300f *et. seq.*

Social Policy Authorities

Civil Rights Laws (i.e., Super Cross-Cutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

- Equal Employment Opportunity, Executive Order 11246 (1965)

Disadvantage Business Enterprise Provisions

- Promoting the use of Small, Minority, and Women-Owned Businesses, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 Pub. L. 102-389

Economic and Miscellaneous Authorities

Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans

- Executive Order No. 11738 (1973)
- Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and
- Section 508 of the Clean Water Act, 33 U.S.C. § 1368
- Debarment and Suspension, Executive Order 12549 (1986)
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754 (1966), as amended, 42 U.S.C. § 3331 *et. seq.*
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646 (1971), as amended, 42 U.S.C. §§ 4601-4655
- Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects Executive Order 13202 (2001), as amended by Executive Order 13208 (2001)

Revised 02/18/2014




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460


MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: f (Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

- 5) **What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

- 6) **What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

- 7) **What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

- 8) **What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General:</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? <p>Examples include:</p> <ul style="list-style-type: none"> — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that-(1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

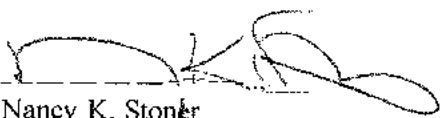
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: AFR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 3 2015

OFFICE OF WATER

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRF Assistance Agreements

FROM: Andrew D. Sawyers, Ph.D., Director
Office of Wastewater Management (4201M) 
Peter C. Grevall, Director
Office of Ground Water and Drinking Water (4601M) 

TO: Water Management Division Directors
Regions 1-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness of EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they fund are different and that one implementation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staff provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-2051).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of State Revolving Fund (SRF) assistance. Projects implemented with Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) monies are included in this initiative, as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore, providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA's role in funding assistance agreements that achieve positive benefit. Second, the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below, provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore, it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of specific projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signage requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. Borrowers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signage requirement does not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategies as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or, where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers, particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support, EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter, periodical or press release should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online signage should follow the minimum information guidelines above and may appear on the town, community or facility website if available. In some cases, communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, or online materials. States may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/OWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name]. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide.”

For projects in certain areas, states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria, States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

MEMORANDUM

SUBJECT: Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs

FROM: Kiri Anderer, P.E., Acting Associate Branch Chief
Infrastructure Branch, OGWDW

**KIRSTEN
ANDERER**

Digitally signed by KIRSTEN
ANDERER
Date: 2020.12.14 07:59:52
-0500

Michael Deane, Branch Chief
State Revolving Fund Branch, OWM

MICHAEL DEANE

Digitally signed by MICHAEL
DEANE
Date: 2020.12.14 07:59:52
-0500

TO: SRF Branch Chiefs
Regions 1-10

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Applicability in the State Revolving Fund (SRF) Programs

Clean Water and Drinking Water SRF (CWSRF and DWSRF) programs may not expend equivalency funds for these products on or after August 13, 2020. States must ensure that equivalency assistance agreements include the telecommunications prohibition condition provided by EPA's Office of Grants and Debarment (OGD) in OGD's most recent EPA General Terms and Conditions. The condition must also be in construction contracts associated with equivalency assistance agreements.

There is no exhaustive list of components and services that fall under the prohibition. State SRF managers and local assistance recipients should exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

The prohibition also applies to the CWSRF administrative funds (if states are billing those costs to the federal CWSRF capitalization grant) and the four DWSRF set-asides. States should be mindful of items such as cell phones, computers, and mobile WiFi routers or hotspots funded by those accounts.

If you have questions on the implementation of this grant condition, please contact Michael Deane at Deane.Michael@epa.gov or Kiri Anderer at Anderer.Kirsten@epa.gov.

Information on Requirements that Pass-Through Entities must “Flow Down” to Subrecipients

EPA is providing the following list of statutory, regulatory, and Executive Order requirements to assist recipients or “pass-through entities” who make subawards under the Uniform Grant Guidance (UGG) to identify potential Federal requirements that may apply to subrecipients on EPA funded projects per 2 CFR 200.331(a)(2). The list is for informational purposes only and is not intended to be a comprehensive description of all requirements applicable to each EPA financial assistance award. How a specific requirement applies depends on the nature of the project and may require coordination between EPA and other Federal agencies. Pass-through entities should consult their EPA Project Officer for further advice if they believe any of these requirements impact a subaward.

Note that major EPA assistance programs involving construction such as the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs have their own regulations and guidance documents for complying with “Flow Down” requirements. Loans and similar transactions that CWSRF and DWSRF recipients enter into are not subawards for the purposes of the 2 CFR Part 200 UGG. The information below, therefore, does not apply to loans and similar transactions entered into by recipients of CWSRF and DWSRF capitalization grants.

1. Nondiscrimination Laws and Social Policies

These requirements, if applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients are subject to the laws and policies described below. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance. Pursuant to EPA’s regulations on “*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*,” in 40 CFR Part 5 and 40 CFR Part 7 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines “Construction contract” as “any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.” Contracts less than \$10,000 are exempt from the requirements of the Order.

c. **Disadvantaged Business Enterprises**

EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.

d. **Consultation with State and Local Officials**

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in 40 CFR Part 29.

The Catalogue of Federal Domestic Assistance entry for the pass-through entity's agreement with EPA will specify whether intergovernmental review requirements are applicable. If intergovernmental review is required, and neither EPA nor the pass-through entity complied with 40 CFR Part 29 prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at 40 CFR 29.9(d) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

e. **Clean Air Act and Clean Water Act**

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. **Federal Funding Accountability and Transparency Act**

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. **Suspension and Debarment**

The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which

include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.9(a) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available at 69 Fed. Reg. 18380 (April 7, 2004).

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restriction on Lobbying, 40 CFR Part 34

Pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the "Lobbying and Litigation" T&C.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with 2 CFR Part 200 requirements when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

- b. **Executive Order No. 12898 (1994)**
This Executive Order (E.O.) directs federal agencies to “make achieving environmental justice part of its mission.” Each covered agency is required to identify and address, as appropriate, any “disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.” One vehicle for EPA’s efforts to address environmental justice concerns is a NEPA analysis. Considering environmental justice generally involves identifying potential adverse effects on minority populations and low-income populations, as well as encouraging early public participation and the development of alternative or mitigating options as appropriate. The terms and conditions of the EPA award may require pass-through entities and subrecipients to assist EPA in ensuring the requirements of the Executive Order are met.
- c. **National Historic Preservation Act**
Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP’s regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.
- d. **Archeological and Historic Preservation Act**
This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.
- e. **Protection of Wetlands, Executive Order 11990 (1973), as amended**
EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.
- f. **Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)**
EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.
- g. **Farmland Protection Policy Act**
This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is

compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

h. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

i. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

j. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

k. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

l. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

m. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including

planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

n. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

Dear Mathew Lucero:

Your firm is currently certified as a DBE with the New Mexico Department of Transportation, and must renew annually in order to maintain your DBE Certification. Our records indicate your firm's annual certification anniversary date is October 1, 2022.

As a condition of continued certification, a firm must provide a DBE Annual Affidavit to the New Mexico Department of Transportation every year by its anniversary date. This form must be accompanied by the most recent complete copy of the DBE business's Federal tax document, OR (Schedule C) from the DBE owner's personal Federal tax document. The Affidavit specifically affirms that the business continues to meet DBE size standards (including gross receipts from affiliates) and that the DBE owner(s) personal net worth does not exceed \$1.32 million.

At any time during a firm's DBE certification, if there is a change in circumstances that affect your ability to meet size, disadvantaged status, ownership, control requirements, or any material change in the information provided in your initial application, you must provide written notification to this office within thirty days of the occurrence of the change.

You may retrieve a copy of the DBE Annual Affidavit for Certification, Form A-1147, on our website at www.dot.state.nm.us (under Doing Business, Civil Rights, DBE Certification, Forms/Manuals link.)

Return completed forms to:

Construction and Civil Rights Bureau
Disadvantaged Business Enterprise Program
1570 Pacheco Street, A10
Santa Fe, NM 87505

Failure to submit your affidavit and supporting information could result in a lapsed status and possible decertification.

If you have any questions or need assistance, please call Rebecca R. Lopez at 505-570-7978.

Sincerely,

Melanie Romero
Compliance Officer
Construction and Civil Rights Bureau

If you have any questions about your certification you may also email us at Rebecca.lopez12@state.nm.us.

This message was sent to: mlucero@kimonm.com
Sent on: 9/9/2021 3:22:29 PM
System ReferenceID:

Corporate resolutions adopted by action of the Board of Directors taken by unanimous consent in writing and signed by all of the Directors.

**CORPORATE RESOLUTIONS ADOPTED
BY ACTION OF THE BOARD OF DIRECTORS
TAKEN BY UNANIMOUS CONSENT
OF**

Kimo Constructors Inc.
(name of corporation)


Pursuant to Section 53-11-43, New Mexico Statutes Annotated, 1978 Compilation, the New Mexico Business Corporation Act, the Board of Directors of Kimo Constructors Inc., a New Mexico corporation, unanimously consents to the adoption by the Board of Directors of the following resolutions:

Added Lucas Ueero as Vice President of Kimo Constructors Inc.

Members of the Board of Directors of this corporation consenting to the action taken herein need not all sign the same form of consent but may sign separate consents, and the same taken together shall be deemed to be the unanimous consent of the Board of Directors.

Signed by all of the members of the Board of Directors of Kimo Constructor Inc
effective as of September 15, 2014

Director's Signature



Director's Signature

Director's Signature

Director's Signature

CERTIFICATE

I, the undersigned, hereby certify as follows: (1) I am Secretary of Kimo Constructors Inc, a New Mexico Corporation, herein and in the foregoing resolutions referred to as "this Corporation"; (2) the foregoing is a true and correct copy of the original thereof duly adopted by the Board of Directors of this Corporation by action taken upon the unanimous consent in writing, setting forth the action so taken, signed by all of the Directors of this Corporation; (3) the resolutions and the corporate actions taken and to be taken in connection therewith are all in accordance with, and authorized by, the Articles of Incorporation and By-Laws of this Corporation; (4) the resolutions set forth above have not been revoked or amended and are in full force and effect as of this date; (5) the foregoing Directors who have signed the foregoing instrument constituted all of the Directors of this Corporation on the date set forth above as the effective date of the actions taken; and (6) the Officers whose names and respective offices are set forth in the foregoing resolutions are the duly qualified, nominated, elected, and acting Officers, respectively, of this Corporation as of this date and were on the date set forth above as the effective date of the actions taken.

Dated 9/15/14



Secretary

(Seal)

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

KIMO CONSTRUCTORS, INC.

LICENSE NUMBER

60316

Qualifying Party(S)

LUCERO MATHEW

EXPIRES

08/31/2024

CLASSIFICATION(S)

GA01, GA03, GA04, GA05
GB98, GF98



Clara D. Lopez
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration



This is to certify that

Kimo Constructors Inc.

3681 STATE HIGHWAY 47

BOSQUE FARMS, NM, 87068-8014

has registered with the Department of Workforce Solutions

Registration Date: 7/26/2018

Registration Number: 0026320060701

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **KIMO CONSTRUCTORS, INC.**
DBA: **KIMO CONSTRUCTORS, INC.**
3681 STATE HIGHWAY 47
BOSQUE FARMS, NM 87068-8014

Expires: **15-Feb-2021**

Certificate Number:
L0205740848



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Gary Johnson
Governor

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

Robin Dozier Otten
Superintendent

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive
Santa Fe, New Mexico 87501

Anita Lockwood
Director

CERTIFICATE OF QUALIFICATION #CQ073015

This is to certify that:

Qualifying for:


MATTHEW LUCERO
KIMO CONSTRUCTORS, INC.

Has passed the examination for:

GF98 GB98

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my hand and the seal of the Construction Industries Division at Santa Fe, New Mexico this 12th Day of August 1997



Signature of Qualifying Party



Director

NOTE: This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.

Gary Johnson
Governor

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

Robin Dozier Otten
Superintendent

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive

Santa Fe, New Mexico 87501

Anita Lockwood
Director

CERTIFICATE OF QUALIFICATION #CQ073274

This is to certify that:

Qualifying for:

MATTHEW LUCERO
KIMO CONSTRUCTORS, INC.

Has passed the examination for:

GA01 GA03 GA04 GA05

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my hand and the seal of the Construction Industries Division at Santa Fe, New Mexico this 2nd Day of September 1997

Signature of Qualifying Party

Director

NOTE: This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.