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Proposal, Contract Bond, Special Provisions and  
Supplemental Specifications for:

**Sewer Manhole Rehabilitation**  
**Project 2017**

**BID NO. ITB-17-010**

*Plans Prepared By*  
*City of Roswell Engineering Department*  
*February 2017*



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Bid No. ITB-17-010

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# INSTRUCTIONS AND INFORMATION FOR BIDDERS

## ITB-17-010 - Sewer Manhole Rehabilitation Project 2017

### 1. LOCATION AND EXTENT OF WORK:

**Scope of Work:** This project consists of rehabilitation of 51 sewer manholes located at various locations within the City of Roswell Municipal Sewage Collection System. Rehabilitation includes repair of manhole structural integrity, pipe connections, application of interior protective coating, and other related work. Work also includes required Traffic Control Plan and other work conducive to completing rehabilitation work to sewer manholes.

### 2. TIME AND PLACE OF RECEIVING BIDS:

Sealed proposals, addressed to the City of Roswell for the construction of items mentioned in paragraph No. 1 above, **will be received** by the City of Roswell at the Office of the Purchasing Agent until **2:00 P.M., March 14, 2017** and then at the Large Conference Room, 2<sup>nd</sup> Floor at City Hall, Roswell, New Mexico, publicly opened and read aloud.

### 3. TIME ELEMENT:

Working time for completion of this Contract is **140 Work Days**. The work to be done under this Contract shall be commenced upon the date stated in the notice to the Contractor to proceed with the performance of the Contract, and shall be fully completed within the period of time set out and prescribed in the Form of Contract. Such notice shall not be issued until delivery date of major equipment and materials may be established.

It is mutually understood and agreed that the time set forth for the completion of the work covered hereby and hereunder is an essential element of this Contract. For each **Work Day**, under the conditions hereinbefore described, that any work shall remain uncompleted after the expiration of the period of working days specified, the amount of **Eight hundred dollars (\$800.00) per Work Day** will be deducted from the money due, or to become due the Contractor, not as a penalty but as liquidated damages and added expense for Engineering supervision.

If during the progress of the work, unusual weather conditions, or other circumstances beyond the control of the Contractor, should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within ten (10) days of the occurrence of such delay a request for an extension to the time of completion. Unless Contractor files such request, the liquidated damages specified above will be enforced.

### 4. PREPARATION FOR BID FORM:

The Owner invites bids on the bid or proposal form provided therefore in the Contract Documents. **Two original** copies of the Bid shall be submitted. Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. The proposal shall be filled out in figures, in ink, on the proposal form provided in the specifications and Contract Documents. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All blanks in the bid form must be appropriately filled in, and all prices must be stated in figures.

All contracts solicited by competitive sealed bids for the City of Roswell shall include all applicable taxes, except New Mexico Gross Receipts Tax, in all bid amounts, including Lump Sum, Unit Price and Alternate Bid amounts. As the City of Roswell is required to pay the applicable sales tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax amount.

It will be the sole responsibility of the prime bidders requesting consideration for Resident Preference at bid openings to submit to the State Purchasing Agent, the attached questionnaire for Resident Contractor's Certification and to receive approval and a certification number from the State Purchasing Agent, which must be included on the bid form, prior to the bid opening. Requests for qualifications for Resident Contractor's Preference after bid opening will not be considered.

All bids must be submitted to the Purchasing Director in sealed envelopes bearing on the outside the name of the bidder, his address, his New Mexico Contractors License Number, and the name and number of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternate proposals, or any other modifications of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineation or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

## **5. EXAMINATION OF SITE, DRAWINGS, ETC.:**

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications and any federal, state, and local laws, ordinances, rules and regulations, that may in any manner affect cost, progress, or performance of the work. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

## **6. WITHDRAWAL OF BIDS:**

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the matter specified above, at any time prior to the scheduled closing time for receipt of bids.

## **7. AGREEMENT AND BONDS:**

The successful Bidder will be required to furnish a Contract Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price, and a Contract Payment Bond (Labor and Materials) in an amount equal to one hundred percent (100%) of the total Contract price, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Bidder, as Contractor, will be required to execute is also included herewith. The form of Agreement and the form of Surety Bonds shall be carefully examined by the Bidder.

## **8. INTERPRETATION OF PLANS AND DOCUMENTS:**

If any person, contemplating submitting a bid for the proposed Contract, is in doubt as to the true meaning or intent of any part of Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications he may submit to the Owner, at least seven (7) days prior to the scheduled bid opening, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed, faxed, or delivered to each person receiving a set of such Contract Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without effect.

## **9. BIDDERS INTERESTED IN MORE THAN ONE BID:**

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

## **10. AWARD OF CONTRACT:**

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled bid opening and the privilege of rejecting all bids and not making an award. The Owner reserves the right to increase or decrease the quantities a reasonable amount of the total bid. In awarding the Contract, the Owner shall determine, at his discretion, whether a Bidder is qualified to perform the Contract, and what bid is the lowest, and whether it is to the interest of the Owner to accept the bid.

## **11. EVIDENCE OF QUALIFICATION:**

Upon request of the Owner, a Bidder whose bid is under consideration for the award of the Contract, shall submit promptly to the Owner satisfactory evidence showing the Bidder's financial resources, his

construction experience and his organization available for the performance of the Contract.

#### **12. OPENING OF BIDS:**

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in these Contract Documents referred to herein.

#### **13. COMPARISON OF BIDS:**

All bids will be compared on the basis of the Engineer's Schedule of Quantities contained herein.

#### **14. BID SECURITY:**

A Certified Check issued by a bank satisfactory to the Owner, or a Bidder's Bond executed by a surety company authorized to do business in the State of New Mexico, in the amount of five percent (5%) of the largest possible lump sum bid submitted, unless otherwise stipulated, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Contract Payment and Performance Bonds, Insurance and Guaranty in the forms provided within ten (10) working days after notice of award of Contract to him. Should the bidder refuse to enter into such contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. When the Contract Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (Section 13-1-147A NMSA 1978). If a bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (Section 13-1-147B NMSA 1978). The owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

#### **15. CONTRACT DOCUMENTS:**

The complete Contract Documents include the following: (1) Notice of Invitation to Bid, (2) Instructions and Information for Bidders, (3) Campaign Contribution Disclosure, (4) Resident Veterans Preference Certification, (5) Notice to Contractors- Retainage Act Compliance, (6) Proposal Schedule of Quantities and Prices, (7) Subcontractor List, (8) City of Roswell Vendor Form, (9) W9 Form, (10) Wage Decision, (11) Contract Agreement, (12) Contract Performance Bond, (13) Contract Payment Bond, (14) General Conditions and Provisions of Specifications, (15) Standard and Supplemental Specifications, all of which are bound together.

#### **16. PAYMENTS:**

Payments to the Contractor will be in cash and according to the final measurements of the completed work. Measurements shall be made as provided for in the Specifications. At the end of each month the Owner will pay the Contractor in accordance with Section 6 of the General Conditions as determined by the Engineer. At the completion of the work, upon its acceptance by the Owner, the Contractor will be paid the balance due including the retained percentage.

## **17. QUALIFICATION OF BIDDERS:**

Bidders on this project must be licensed New Mexico Contractors. Bidder shall comply with all laws governing his doing business in the State of New Mexico. It shall be the Bidder's responsibility to inform himself of all State, Federal, and Local laws and statutes pertaining to the employment of labor, and conditions of employment as well as to carrying on contracting business in the State of New Mexico, and to comply with their requirements. Attention of Bidders is particularly called to the requirements of the wage rates to be paid under the Contract.

## **18. EXECUTION OF CONTRACT:**

The Contract, Contract Performance Bond and Contract Payment Bond (Labor and Material) shall be executed in four (4) original counterparts. The forms and Contract Documents will be as herein included and will be furnished by the Owner.

Distribution of the executed forms will be as follows:

- 2 - Contractor. (One to the bonding company)
- 2 - Owner

## **19. SUBCONTRACTS/SUPPLIERS:**

As used in the Subcontractors Fair Practice Act (Section 13-4-31, NMSA, 1978) the listing threshold for this project has been determined to be \$5,000.00.

Any person submitting a bid shall in his bid set forth:

1. the name and location of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and
2. the nature of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

A bid submitted by any person that fails to comply with the above provisions is a non-responsive bid and cannot be accepted.

The Subcontractors Fair Practice Act restricts the substitution of subcontractors named in the listing.

With the exclusion of that portion of work covering street lighting and traffic signals, the above provisions shall not apply to contracts for the construction improvement or repair of streets and highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.



## **20. WAGE RATES:**

### **A. Compliance with the Public Works Minimum Wage Act**

A wage decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes. Public works projects costing \$60,000 or more and funded in part by State or Local money require wage decision. This mandated by the New Mexico Department of Workforce Solutions, Public Works Bureau. For this contract, Contractor shall pay minimum Type A – STREET, HIGHWAY, UTILITY, & LIGHT ENGINEERING wages at all times, referenced in this bid document for Work Orders costing less than \$60,000. For Work Orders costing \$60,000 or more, the City will request a Wage Decision which will be used and referenced for all Weekly Payroll compliance associated with that Work Order.

### **B. Submission of Weekly Payrolls:**

All Contractors and Subcontractors shall comply with the most current requirements of the New Mexico Department Workforce Solutions, Public Works Bureau, concerning submission of weekly payrolls. The City of Roswell may request one (1) certified copy of the project weekly payrolls to the City of Roswell at their discretion. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

## **21. CONTRACT PERFORMANCE BOND AND CONTRACT PAYMENT BOND:**

Total bids in excess of \$25,000.00 shall include a Contract Performance Bond and Contract Payment Bond (labor and materials bond) in an amount equal to 100% of the contract price in accordance with Sec. 13-4-18 NMSA, 1978. Bids under \$25,000.00 will not require the above referenced bonds.

## **22. CITY OF ROSWELL BUSINESS LICENSE:**

The successful Bidder shall be required to obtain a business license from the City of Roswell before commencing work on the project.

## **23. RESIDENT CONTRACTOR'S PREFERENCE:**

It will be the sole responsibility of the bidders requesting consideration for Resident Preference at the bid openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification number from the State Purchasing Agent, which must be included on the bid form prior to the bid opening. Request for qualifications for Resident Business or Contractor's Preference after the bid opening will not be considered. When bids are received from nonresident contractors and resident contractors and the lowest responsible Bid is from a non-resident contractor, the contract shall be awarded to the resident contractor whose Bid is nearest to the Bid Price of the otherwise low nonresident contractor if the Bid Price of the resident contractor is made lower than the Bid Price of the nonresident contractor when multiplied by a factor of ninety-five one-hundredths [0.95] (Section 13-1-82 NMSA 1978).

## **24. WORKERS COMPENSATION ACT:**

A potential contractor or the Contractor agrees to comply with state laws and rules pertaining to workers= compensation insurance coverage for its employees. If contractor fails to comply with the Workers= Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

## **25. ESTIMATED QUANTITIES - PROPOSAL SCHEDULE OF QUANTITIES AND PRICES:**

The Estimated Quantity line item in the Proposal Schedule is only an estimate to establish a Unit Price for each item. The actual quantity during the time of the contract will vary. The contractor shall be paid for the actual amount of work performed.

## **26. BID EVALUATION AND AWARD:**

The owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder(s), which do not alter the price, quality, or quantity of the construction Bid (Section 13-1-132 NMSA 1978).

It is the intent of the Owner to award a contract to the lowest responsible Bidder(s), provided the Bid has been submitted in accordance with the requirements of the Contract Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (Section 13-1-133 NMSA 1978).

A Bidder shall not be considered a responsible bidder and such bidder's bid may be rejected if one or more of the following apply to such bidder with respect to any prior work that such bidder has done for the City, or as stated in the following. This shall also apply to any Subcontractor.

- A) Failure to complete the Work in a timely manner.
- B) Failure to complete the Work in a workmanlike manner.
- C) Failure to complete warranty Work.
- D) Failure to coordinate the Work of subcontractors and other persons on the job site.
- E) Use of or placement of nonconforming materials.
- F) Failure to properly coordinate inspections by the City.
- G) Failure to take appropriate directions from the City.
- H) Excessive requests for unjustified change orders.
- I) Unresolved disputes with the City or outstanding litigation with the City, not including protests or appeals from protests regarding the current or prior jobs.
- J) The City's review of Contractor's Qualifications or References result in negative experience, negative reference(s) or negative reputed work history.
- K) Or if one or more of the above apply with respect to other projects for public, governmental or similar Entity.

[END OF DOCUMENT]

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contribution given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILYMEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services or construction.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contributions made by: \_\_\_\_\_

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

(If additional space is needed, please continue on the back of this form or on a separate page)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**-OR-**

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

\_\_\_\_\_  
Signature/Title Position

\_\_\_\_\_  
Date

**Resident Veterans Preference Certification**

\_\_\_\_\_ (name of contractor) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

**Please check one box only**

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

**City Of Roswell**  
**NOTICE TO CONTRACTORS**

**RETAINAGE ACT COMPLIANCE**  
December 8, 2009

This Project is subject to the Retainage Act which repealed Sections 13-4-27 through 13-4-30 NMSA 1978 (being Laws 1985, Chapter 124, Sections 1 and 2, Laws 1989, Chapter 217, Section 1 and Laws 1985, Chapter 124, Section 4 as amended). The Retainage Act was enacted by The Legislature of the State of New Mexico, Laws 2001, Chapter 68, House Bill 320, as amended.

In accordance with the Retainage Act this project is subject to the following payment schedule provisions.

**A. Monthly Progress Payments:**

No Retainage will be withheld from monthly progress payments paid to Contractors for all work and materials substantially completed and certified during the monthly pay estimate period. Work and material substantially completed and certified in compliance as per plans and specifications will promptly be measured and paid for on a monthly basis.

Certification of completion includes satisfactory completion of work by contractor and subcontractors, approved material certification, passed inspections and testing, satisfactory compliance of Labor practices, payroll submittals and other project documentation dictated by each project. The requirements to satisfy certification of completion includes all subcontractors and suppliers. Failure to do so results in non-compliance of contract and will result in delay of monthly progress payment.

**B. Contractor's Payment Responsibilities:**

Prime contractor and subcontractors shall make prompt payments to their subcontractor's and suppliers for work performed on project within 7 days of receipt of payments from the City of Roswell.

**C. Contractor's Contract/Certification Responsibilities:**

Prime contractor and subcontractors Contract/Certification compliance includes abiding with Fair Labor Practices, Payroll Submittals, and submittal of all project documentation, material certificates, and other as required by project items. Failure to do so results in non-compliance of contract and will result in delays and/or stop to project payments.

**D. Final Payment:**

Final Payment shall promptly be made to the Prime Contractor upon certification of completion of the project to be determined by the City of Roswell. Certification of completion includes satisfactory completion of all work by contractor and subcontractors, completion of exceptions list, release from surety, other releases, approved material certification and testing, satisfactory compliance of Labor practices, payroll submittals and other project documentation dictated by each project. The requirements to satisfy certification of completion includes all subcontractors and suppliers. Failure to do so results in non-compliance of contract and will result in delay of final payment.

# PROPOSAL SCHEDULE OF QUANTITIES AND PRICES

Place: City of Roswell, New Mexico  
Council Chambers

Date: March 14, 2017

## Project Name & Number: Sewer Manhole Rehabilitation Project 2017

Located in various locations in Roswell, NM  
Bid Number ITB-17-010

Gentlemen:

*The undersigned bidder having examined the plans, specifications and contract hereto attached, the location of the proposed work to be done, the physical conditions and characteristics of the surrounding terrain, and being cognizant of the conditions concerning the availability of water, labor, materials, and the accessibility to the proposed site of the work and being fully advised as to the extent and character of the work, proposes to furnish all materials, tools, appliances and equipment and to perform all labor and work necessary for the complete construction of the work described, covered by and in accordance with the attached plans, specifications, and contract for the following unit prices to wit:*

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u> (Unit Bid Prices written in Words)	<u>ESTIMATED QTY</u>	<u>UNIT PRICE</u> (Dollars and cents)	<u>TOTAL</u>
621000	Mobilization  At  _____	1	_____	_____
	Per Lump Sum			
662996	Rehabilitate Existing Sewer Manhole  At  _____	51	_____	_____
	Per Each			

Total Unit Bid Price \$ \_\_\_\_\_  
Dollars & Cents

Gross Receipts Sales Tax  
(7.5%) \$ \_\_\_\_\_  
Dollars & Cents

Total Bid Price \$ \_\_\_\_\_  
*(Total monetary amount including tax)*

Bidder acknowledges receipt of the following addendums:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
N.M. Contractor License Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
N.M. Resident Preference Certification No.

(SEAL - if bid by  
Corporation)



**CONTRACTOR'S PROPOSED SUBCONTRACTOR LISTING**

**BID NO. ITB-17-010**

Project: Sewer Manhole Rehabilitation Project 2017

**THIS FORM TO BE FILLED OUT WITH BID PROPOSAL**

1. \_\_\_\_\_  
Subcontractor \_\_\_\_\_ New Mexico Construction License # \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ New Mexico Workforce Solutions Registration # \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Items/Work Description \_\_\_\_\_

2. \_\_\_\_\_  
Subcontractor \_\_\_\_\_ New Mexico Construction License # \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ New Mexico Workforce Solutions Registration # \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Items/Work Description \_\_\_\_\_

3. \_\_\_\_\_  
Subcontractor \_\_\_\_\_ New Mexico Construction License # \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ New Mexico Workforce Solutions Registration # \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Items/Work Description \_\_\_\_\_

4. \_\_\_\_\_  
Subcontractor \_\_\_\_\_ New Mexico Construction License # \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ New Mexico Workforce Solutions Registration # \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Items/Work Description \_\_\_\_\_

Respectfully Submitted: \_\_\_\_\_  
\_\_\_\_\_  
Company \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_ Title \_\_\_\_\_

## CITY OF ROSWELL, NEW MEXICO

### Vendor Information Form

This form **must** be returned with a completed & signed W-9 Form to the City Employee requesting this information. If you have any questions, you may contact the Purchasing Department at (575) 637-6222. Thank you.

**COMPANY INFORMATION** *(Please Type or Print Legibly) :*

Company Name: \_\_\_\_\_  
 DBA *(If applicable)* : \_\_\_\_\_  
 Address/City/St/Zip: \_\_\_\_\_  
 Owner Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

What type of Business is your company? *(Example: Street Construction, Bldg Construction, Supplier/type, Service/type, etc.)*

**PAYMENT INFORMATION** *(If different from Company Information) :*

Payable to: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**ACCOUNTS RECEIVABLE INFORMATION** *(If different from Company Information) :*

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_ Fax #: \_\_\_\_\_

**PURCHASING DEPARTMENT INFORMATION** *(If different from Company Information) :*

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_

**TAX IDENTIFICATION NUMBER:**

Federal Tax ID # (Business):	Social Security # (Individual):	New Mexico CRS ID #:
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Check the box which indicates your type of organization:

Individual/Sole or single-member LLC	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Limited liability company	<input type="checkbox"/>
	<input type="checkbox"/>	S Corporation	<input type="checkbox"/>	C=Corporation S=S Corp P=Partnership	_____
		Partnership	<input type="checkbox"/>	Other :	

**\*\*For City Employee use only\*\*** Please email both W-9 and this form to: [purchasing@roswell-nm.gov](mailto:purchasing@roswell-nm.gov)

Employee Name:	Department:	Phone#:	Date:
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What is the specific purpose for using Vendor?:

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	<b>City of Roswell</b> <b>PO Box 1838</b> <b>Roswell NM 88202</b>
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																															
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table>	<b>Social security number</b>																				-				-					
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>3. I am a U.S. citizen or other U.S. person (defined below); and</li> <li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol>	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

## PUBLIC WORKS PROJECT REQUIREMENTS

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

### Contracting Agency

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

### General Contractor

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

### Subcontractor

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



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

### **Additional Information**

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

### **CONTACT INFORMATION**

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



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

### Wage Decision Approval Summary

1) Project Title: 2017 Sewer Manhole Rehabilitation  
 Requested Date: 01/20/2017  
 Approved Date: 01/23/2017  
 Approved Wage Decision Number: CH-17-0124-A

**Wage Decision Expiration Date for Bids: 05/23/2017**

2) Physical Location of Jobsite for Project:  
 Job Site Address: Various Locations  
 Job Site City: Roswell  
 Job Site County: Chaves

3) Contracting Agency Name (Department or Bureau): City of Roswell  
 Contracting Agency Contact's Name: Louis Najar  
 Contracting Agency Contact's Phone: (575) 637-6281 Ext.

4) Estimated Bid Opening Date: 03/14/2017

5) Estimated total project cost: \$220,000.00  
 a. Are any federal funds involved?: No  
 b. Does this project involve a building?: No  
 c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
 d. Are there any other Public Works Wage Decisions related to this project?: No  
 e. What is the ultimate purpose or functional use of the construction once it is completed?: Sewer manholes for use by public sewer system

6) Classifications of Construction:

Classification Type and Cost Total	Description
<b>Highway/Utilities (A)</b> <b>Cost: \$220,000.00</b>	Rehabilitation of 51 sewer manholes, includes repair of manhole structural integrity, pipe connections, application of interior protective coating, and other related work. Work also includes required Traffic Control Plan and other work conducive to completing rehabilitation work to sewer manholes.

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

Effective January 1, 2017

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.46	8.40
Carpenter/Lather	23.75	9.27
Cement Mason	17.42	6.35
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.60	5.78
Plumber/Pipefitter	22.84	7.48
<b>Electricians (outside)</b>		
Groundman	21.81	10.92
Equipment Operator	31.31	13.39
Lineman/Wireman or Tech	36.83	14.82
Cable Splicer	40.51	15.38
<b>Laborers</b>		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
<b>Operators</b>		
Group I	16.69	6.03
Group II	17.44	6.03
Group III	17.55	6.03
Group IV	17.63	6.03
Group V	17.75	6.03
Group VI	17.89	6.03
Group VII	18.27	6.03
Group VIII	18.50	6.03
Group IX	25.45	6.03
Group X	28.35	6.03
<b>Truck Drivers</b>		
Group I	16.00	7.02
Group II	16.00	7.02
Group III	16.00	7.02
Group IV	16.00	7.02

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

# CONTRACT AGREEMENT

STATE OF NEW MEXICO )  
                                  : ss  
COUNTY OF CHAVES  )

This Contract made and entered into in quadruplicate this \_\_\_\_\_ day of \_\_\_\_\_  
2017, A.D., between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the Contractor; and the City of Roswell, New Mexico, a municipal corporation, hereinafter called the Owner.

WITNESSETH:

WHEREAS, said Contractor hereby agrees with Owner to commence and complete the improvements to be known as:

**Sewer Manhole Rehabilitation Project 2017  
Bid Number ITB-17-010**

and described as follows:

**This project consists of rehabilitation of 51 sewer manholes located at various locations within the City of Roswell Municipal Sewage Collection System. Rehabilitation includes repair of manhole structural integrity, pipe connections, application of interior protective coating, and other related work. Work also includes required Traffic Control Plan and other work conducive to completing rehabilitation work to sewer manholes.**

The Contractor hereby covenants and agrees to perform all the work necessary to complete the said improvements according to the terms of Specifications and Plans and in conformity to the Plans and Specifications on file in the office of the Superintendent to the satisfaction of the Engineer and subject to the acceptance by the Owner.

The Contractor agrees to start work within fifteen (15) days after receiving written notice to proceed with the contract from the owner; and to substantially complete the work in **140 Work Days** to the satisfaction of the Engineer and acceptable to the owner.

The work should be started and prosecuted as the Engineer may direct; and for each Work Day delayed by the Contractor, the Contractor shall pay the Owner liquidated damages in the amount of **Eight-Hundred Dollars (\$800)** per Work Day.



IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED by the parties hereto, that this Contract is made subject to the following stipulations and conditions.

1. The Contractor shall do the work set out herein at the direction of the Engineer and consistent with the specifications.
2. When the Contractor is not present on the job site, the Engineer shall give instructions to the Contractor's supervisors on site. All employees of the Contractor shall follow the directions of the Engineer; any employee not following the instructions of the Engineer may be removed permanently from the job by the Engineer.
3. All work fairly implied in the Contract in the opinion of the Engineer shall be performed by the Contractor at no additional charge to the owner; provided, however, if any extra work is desired to be done, which work is not contemplated in the Contract, the Engineer shall first give in writing an order for such extra work and the Contractor shall be paid for such extra work.
4. If during the progress of the work, unusual and severe weather conditions or other circumstances beyond the control of the Contractor, should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within ten (10) days of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such a request, the liquidated damages specified above will be enforced.
5. If, in the opinion of the Owner, the Contractor at any time during the progress of the work is not prosecuting the work with sufficient force to insure its completion within the time specified in this Contract, he may notify the Contractor by written notice through the Engineer to employ such additional force as it may deem sufficient, and on the failure of said Contractor to comply with such notice within five (5) days after its delivery the said Owner may put on such additional forces as the cost of the Contractor, or it may, at its option, declare such Contract annulled; and the power is reserved to the said Owner to suspend or annul this contract, or to suspend the doing of any work thereunder at any time or for other good cause; and action by the said Owner in suspending or annulling this Contract, or suspending the doing of work thereunder and its decision as to the existence of the cause or reason for such annulment or suspension shall be conclusive as to the existence of such cause or reason, in any controversy or litigation between the parties hereto, unless the Contractor shall commence legal proceedings within five (5) days from the decision of the Owner, and if this Contract be suspended or annulled, the Contractor shall not be entitled to anything on account of damages thereby occasioned unless it shall be made to appear that such annulment or suspension in any way affects the right of the Owner to damages and penalty claimed by it on account of the failure of said Contractor.
6. The Contractor will be required to observe all local and state ordinances, in relation to obstructing the streets, maintaining signals, keeping open passageways and protecting the same where exposed; and generally to obey all the laws and ordinances controlling or limiting those engaged on the work; and the Contractor hereby expressly agrees to indemnify and save harmless the Owner in all suits and actions of every nature and description brought against by or on account of any injuries or damages sustained by any person through the negligence of the Contractor, his employees or agents in performing the work herein, in any materials used in the construction or any other act or omission of the Contractor.

7. The Contractor shall provide all labor, equipment and material necessary to complete the work. The Contractor shall promptly pay all the costs of doing the work and not permit any mechanic or materialman's liens on the property, and the Contractor shall provide a Labor and Material Payment Bond satisfactory to the Owner before beginning the work. (A copy of said bond to be attached.)

8. It is further expressly understood and agreed that the Owner shall not be held liable for any delay or stoppage of said work by reason of any injunction or other legal proceedings except as herein provided.

9. Performance of this contract is contingent on the Contractor's ability to obtain supplies and materials, the use of which may be restricted by National Emergency and/or regulations of the United States Government.

10. In consideration of the completion of all work embraced in this Contract, in strict conformity with the Specifications of the Engineer, the Owner hereby agrees to pay said Contractor in accordance with the Proposal submitted therefor, subject to additions and deductions, as provided herein.

11. The Owner shall make payments on account of the Contract as provided in Section 6 of the General Conditions, Payments to Contractor. The work shall be considered substantially completed when the total amount of unfinished work is estimated at less than One Hundred Dollars (\$100.00).

12. Final payment shall be made within thirty (30) days after date of issuance of the Certificate by the Engineer stating the work has been fully completed and the Contract fully performed. Upon receipt of written notice from the Contractor that the work is complete and ready for final inspection and acceptance, the Engineer shall promptly issue a final Certificate over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due and payable.

13. It is further agreed that the Contractor shall contemporaneously with the execution of this contract, execute and deliver to the Owner a Performance Bond in the amount of one hundred percent (100%) of the total amount of Contract price, and a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total amount of the Contract price executed by said Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful completion of the work in strict conformity with the Specifications of said Engineer, a copy of which Bonds is hereto attached.

14. The Notice to Bidders, Instructions and Information for Bidders, including the documents and provisions from the federal and state governments that apply to this Project which are listed under the Table of Contents to the Bid packet, the General Conditions of the Contract and Provisions of Specifications, the Detailed Specifications and the Plans together with this Agreement and the Contract Payment and Performance Surety Bonds form the Contract and they are as fully a part of the Contract as is hereto attached and herein repeated.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

\_\_\_\_\_

ATTEST:

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

CITY OF ROSWELL

By \_\_\_\_\_  
Dennis Kintigh, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
Of \_\_\_\_\_  
as principals and \_\_\_\_\_  
of \_\_\_\_\_ as surety  
\_\_\_\_\_ firmly bound and held unto **THE  
CITY OF ROSWELL** in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_), good and lawful  
money of the United States of America, for the payment whereof, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the said principals have entered into written contract with said City of  
Roswell, on the \_\_\_\_\_ day of \_\_\_\_\_, **2017**, for the  
construction of:

**Sewer Manhole Rehabilitation Project 2017  
Bid No. ITB-17-010**

said work to be done according to the terms of said contract, including the Plans, Standard  
Specifications, Supplemental Specifications, and Special Provisions which are incorporated  
therein and are a part thereof.

**NOW, THEREFORE**, the condition of this obligation is such that if the said principal  
shall promptly pay all monies due to all persons supplying labor or materials to him and all  
monies due to his subcontractors in the prosecution and performance of the work provided for in  
said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed upon this Bond, venue shall lie  
within the County of Chaves, State of New Mexico. And the said Surety for value received  
hereby stipulates and agrees that no change, extension of time, alteration of or addition to the  
terms of the Contract or the work to be performed thereunder or the Specifications  
accompanying the same shall in any wise affect its obligation on this bond, and it does hereby  
waive notice of any change, extension of time, alteration of or additions to the terms of the  
Contract, or to the work or to the Specifications.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals at \_\_\_\_\_ ,  
\_\_\_\_\_ County, New Mexico, this \_\_\_\_\_ day  
of \_\_\_\_\_, **2017**.

Principals: \_\_\_\_\_

\_\_\_\_\_

Sureties: \_\_\_\_\_

\_\_\_\_\_

(CORPORATION SEAL)

\_\_\_\_\_

Bonding Company Address:

\_\_\_\_\_  
Street or Box No.

\_\_\_\_\_  
City State

# CONTRACT PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

**That** \_\_\_\_\_  
Of \_\_\_\_\_  
as principals and \_\_\_\_\_  
of \_\_\_\_\_ as surety  
\_\_\_\_\_ firmly bound and held unto **THE  
CITY OF ROSWELL** in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ ), good and lawful  
money of the United States of America, for the payment whereof, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the said principals have entered into written contract with said City of  
Roswell, on the \_\_\_\_\_ day of \_\_\_\_\_, **2017**, for the  
construction of:

## **Sewer Manhole Rehabilitation Project 2017**

### **BID NO. ITB-17-010**

said work to be done according to the terms of said contract, including the Plans, Standard  
Specifications, Supplemental Specifications, and Special Provisions which are incorporated  
therein and are a part thereof.

**NOW, THEREFORE**, the condition of this obligation is such that if the said principal  
shall faithfully perform, complete and fulfill all the undertakings, covenants, terms, conditions,  
and agreements, of said contract during the original term of said contract and any extension thereof,  
inclusive of any guarantee and guarantee period, with or without notice to the Surety, and shall  
also faithfully perform, complete and fulfill all the undertakings, covenants, terms, conditions, and  
agreements of any and all duly authorized modifications of said contract that may hereafter be  
made, notice of which modifications to the Surety being hereby waived, then the above obligation

shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that upon default of the principal, the above bound Surety shall take charge of said work and complete the contract at its own expense, pursuant to the terms of said contract, receiving, however, any balance of funds due and owing Contractor in the hands of the City of Roswell under said contract.

**PROVIDED FURTHER**, that if any legal action be filed upon this Bond, venue shall lie within the County of Chaves, State of New Mexico. And the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration of or additions to the terms of the Contract, or to the work or to the Specifications.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals at \_\_\_\_\_  
\_\_\_\_\_  
County, New Mexico, this \_\_\_\_\_ day  
of \_\_\_\_\_, **2017**.

Principals: \_\_\_\_\_

\_\_\_\_\_

Sureties: \_\_\_\_\_

\_\_\_\_\_

(CORPORATION SEAL)

Bonding Company Address:

\_\_\_\_\_  
Street or Box No.

\_\_\_\_\_  
City State



**GENERAL CONDITIONS AND PROVISIONS OF SPECIFICATIONS**  
**Revised 11-16-2014**

1. DEFINITION OF TERMS:

Whenever in these specifications or in any documents or instruments pertaining to construction where these specifications govern, the following terms are used, the intent and meaning shall be interpreted as follows:

- (a) Approved by the City: Formal approval by the governing body of the City of Roswell, NM, or legally authorized representatives.
- (b) City: The City of Roswell, NM, its governing body, or legally authorized representatives.
- (c) "Contract" or "this Contract": The particular Contract executed by the Contractor and the Owner which includes the Contract Agreement, the Contract Payment Bond, the Contract Performance Bond, the General Conditions and Provisions of Specifications, the Detailed Specifications, the Plans, the Notice to Bidders, the Instructions and Information for Bidders, and documents and provisions from the federal and state governments that apply to this Project and which are listed under the Table of Contents to the Bid packet.
- (d) Contractor: The individual, partnership firm or corporation, acting directly or through lawful agents or employees, primarily liable for the acceptable performance of the work, who is a party to this Contract and identified on the Contract Agreement as the Contractor.
- (e) "Engineer": The City Engineer of the City of Roswell or his duly authorized representative or agent supervising the performance of the Contract and representing the Owner in his contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by Assistants and Inspectors authorized to act for him. On all questions concerning the acceptability of the work, conflicting interest of Contractors performing related work, and the determination of costs, the decision of the Engineer shall be final.
- (f) Inspector: An authorized representative of the Engineer or Owner assigned to make any necessary inspections of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Inspectors are required to see that all the provisions of the Contract and Specifications are faithfully adhered to. Any Inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an Inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractor's sole expense if found to be deficient or not in accordance with the Plans and specifications. But no approval by an Inspector shall be construed into an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered, at any stage of the work during the effective period of the Performance Bond.

Inspectors do not have the power to give orders or directions under any possible circumstance, except as herein defined and provided, and on authority of the Engineer.

- (g) Intention of Terms: Whenever, in these specifications or upon the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, description, or prescription of the Engineer is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

- (h) "Owner" or pronouns instead: The City of Roswell, NM, as the entity that is a party to this Contract.
- (i) Plans: The official Plans, working drawings, or supplemental drawing or exact reproductions thereof, approved by the City and/or the Engineer which show the location, character, dimensions and details of the work to be done.
- (j) "Project": The structure or improvement to be constructed in whole or part through the performance of this Contract.
- (k) Specifications: The directions, provisions and requirements contained herein, supplemented by special provisions pertaining to the method and manner of performing the work, or to the quantities, or the qualities of materials to be furnished by the Contractor.
- (l) "Sub-Contractor": Any person, firm or corporation other than an employee of the Contractor, supplying, for and under this Agreement, either with the Contractor or any Sub-Contractor of the Contractor, labor or materials, or both, at the site of the Project in connection with this Contract.
- (m) Superintendent: The executive representative for the Contractor present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- (n) "Surety": Any firm or corporation executing a surety bond or bonds payable to the Owner, securing the performance of the Contract either in whole or in part.
- (o) The Work: All work including the furnishing of materials, tools, equipment, incidentals, etc., to be performed by the Contractor under the terms of the plans and specifications.
- (p) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the Project.
- (q) Working Day: Each day exclusive of Saturdays, Sundays and holidays recognized by the City, on which the normal working forces of the Contractor may proceed with regular work for at least four hours toward completion of the work unless work is suspended for causes beyond the Contractor's control. Weekends and holidays on which the contractor's forces engage in regular work, requiring the presence of an Inspector, will be considered as working days.

## 2. TRADE NAMES AND ALTERNATIVES:

In order to concisely describe function, quality, and purpose, certain articles of equipment or materials may be designated under a trade name or the name of a manufacturer and his catalog information. The use of alternative articles of equipment or material, which appear to the Engineer to be of a quality equal to or better than that specified and of the required characteristics for the purpose intended, will be permitted, subject to the following requirements.

- (a) The burden of proof as to the equality and suitability of alternatives shall be upon Contractor and he shall furnish all information necessary as required by the Engineer. The Engineer will be the sole judge as to the equality and suitability of alternative articles of equipment or materials.
- (b) No action relating to the approval of such substitutes will be made until the request for substitution is made in writing by Contractor accompanied by complete data as to the suitability of the article of equipment or material proposed. The Contractor shall make such request at least ten (10) calendar days before he requires approval of any substitute item of material or equipment.

### 3. CONFLICT OF PROVISIONS:

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions shall be void to the extent only of such conflict or inconsistency.

### 4. DUTIES AND RESPONSIBILITY OF THE CONTRACTOR:

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the Owner. A competent Superintendent, Foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

Before ordering any materials or performing any work, the Contractor shall verify all dimensions and elevations at the job site and shall be responsible for their accuracy.

### 5. TIME ELEMENT:

The work shall be commenced and finished within the time set out in the form of Contract.

### 6. PAYMENTS TO CONTRACTOR:

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this Contract, unless good cause exists, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract. Provided, that upon substantial completion of the project, unless good cause exists, the Owner may retain two percent (2%) of the total contract price until final completion and acceptance of all work covered by this Contract; Provided, further, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions. For purposes of this section, "Good Cause" issues can include, but not be limited to the following:

1. Defective work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Contractor to make payments properly to Sub-contractors for labor, materials or equipment;
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
5. Damage to the owner or another contractor;
6. Reasonable evidence that the work will not be completed within the contract time;
7. Persistent failure to carry out the work in accordance with the contract documents, or;
8. The contract sum has been reduced by change order.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration, provided that copies of the invoices for the material delivered to the site are submitted with the estimate.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole

responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the Contract.

(d) Application for payment(s) shall include form XP-214. See EPA Supplemental Specifications dated September 2013, included in the specifications book.

(e) Final close-out documents required to receive final payment include but not limited to: Certificate of Substantial Completion, Certification of Project Acceptance and Performance, Labor Standards Certification, Record Drawings/As Builts, any O&M Manuals, Consent of Surety Company to Final Payment, Affidavit of Payment/Release of Liens, Form 6100-2 DBE Subcontractors, Letter from owner accepting manuals and record drawings, Final Pay Request/Estimate, Final Adjusting Change Order.

#### 7. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:

In addition to any amount which the Owner may otherwise retain under this Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any Sub-contractor for labor and materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his Sub-contractors.

The Owner in its discretion, may apply such withheld amount or amounts to the payment of such claims. In so doing, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment under the Contract by the Owner to the Contractor; and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

#### 8. EXTRA, ADDITIONAL OR OMITTED WORK - PAYMENTS:

The Owner may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. The Owner shall authorize the Engineer to order and approve extra work and changes to the Contract. No charge for extra work, or other change in the Contract, will be allowed unless the extra work or change has been authorized in writing, by the Engineer, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

(a) By an acceptable lump-sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in his Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers thereto. The cost may include an allowance for

overhead and profit not to exceed fifteen percent (15%) of the net cost. In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits, workmen's compensation insurance and surety bond premium. No overhead and profit shall be allowed on the deductions for social security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made, unless in pursuance of a written order from the Owner stating that the extra work or change is authorized, and no claim for an addition to the Contract sum shall be valid unless as ordered. Nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates, or may obligate, the Owner to pay additional compensation to the Contractor, or to grant an extension of the time for the completion of the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has an actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) day period shall be deemed a waiver and relinquishment of any such claim against the Owner. If such notice be given in apt time, the procedure for its consideration shall be as stated in this Article.

#### 9. SHOP DRAWINGS:

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- (a) Three copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed or earlier if required to prevent delay of the work.
- (b) The Engineer shall, within seven (7) days of the submittal of any shop drawings return one copy to the Contractor marked with all corrections and changes.
- (c) The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.
- (d) Following completion of such corrections and changes, the Contractor shall furnish the Engineer two copies of the shop drawings conforming to the required corrections and changes.

#### 10. EQUIPMENT APPROVAL DATA:

The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- (a) This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.

(b) Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

(c) After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Engineer.

(d) Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.

(e) It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

(f) Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections.

#### 11. ASSIGNMENT OF CONTRACT:

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder, without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for service rendered or material supplied for performance of the work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

#### 12. SUB-CONTRACTORS:

(a) Specialty Sub-contractors may be utilized for the performance of such parts of the work under this Contract as, under normal contract practices, are performed by Specialty Sub-contractors, unless the Owner determines that performance of the specialty work by Specialty Sub-contractors will result in increased costs or inordinate delays.

(b) The Contractor shall submit to the Owner for approval, a list of Sub-contractors that he proposes to use during the life of the Contract. Those Sub-contracts subject to the Sub-contractors Fair Practice Act shall be submitted with the initial offer. Those Sub-contracts not subject to the Sub-contractors Fair Practice Act shall be submitted within ten (10) days after the execution of the Contract. If the Contractor sub-contracts any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Sub-contractor, as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any contractual relations between any Sub-contractor and the Owner.

(c) The Owner's consent to or approval of any sub-contract under this Contract shall not in any way relieve the Contractor of his obligations under the Contract and no such consent or approval shall be deemed to waive any provision of this Contract.

(d) All contractors/prime/subcontractors wishing to bid or work on a Public Works project when the project is \$60,000 or more must be actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.

### 13. SUSPENSION OF WORK:

Pending arbitration or settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Owner if he deems it in the interest of the work.

### 14. RIGHT OF OWNER TO TERMINATE CONTRACT:

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, at any time the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the specifications or stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures at will, in the judgment of the Engineer insure the satisfactory performance or construction of the work, the Owner may annul and cancel the Contract, in which event he shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notices and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

The Owner may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising therefrom over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his Surety or Sureties hereto, who shall be liable therefore.

### 15. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT:

If the work should be stopped under an order of any court of other public authority for a period of three (3) months through no act or fault of the Contractor or anyone employed by him, or if the Owner should fail to make payment to the Contractor within thirty (30) days after such payment is due; then the Contractor may, upon seven (7) days written notice of the Owner and the Engineer, stop work or terminate his contract and recover from the Owner payment for all work executed and for any loss sustained or for any plant or materials and reasonable profit and damages.

### 16. RIGHTS OF WAY AND EASEMENTS:

The Owner will provide the appropriate land, rights of way and easements for the work as shown on the drawings. The Contractor, without cost to himself, may use portions of such land and rights of way, as approved by the Engineer, for working space and storage of materials and equipment.

### 17. CONTRACT DRAWINGS OR PLANS:

The drawings and plans, together with the Specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distance and dimensions.

In the event of any discrepancy between the Plans and these Specifications, the decision of the Engineer will be decisive thereon. The written dimensions on the Plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same as soon as possible, and the proper corrections made. All notes on the Plan shall be carefully observed by the Contractor and are a part of the Contract.

#### 18. CHANGES IN PLANS:

The Owner shall have the right to make alterations in any of the work herein contemplated, either before or after it is commenced, when such changes are defined in writing by the Engineer. If such alterations, diminish the quantity of materials to be furnished, they shall not constitute a claim for damages or anticipated profits on the work dispensed with. If they increase the amount of work or the amount of materials furnished such increase shall be paid for according to the quantity actually done and quantity of materials actually furnished, at the price or prices actually stipulated in this Contract, or as determined under paragraph 8 above, and such payments shall be accepted as full payment for such work.

#### 19. INCIDENTAL WORK:

Any and all minor details of the work not specifically mentioned in the Specifications or Plans, but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to, a part of, and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

#### 20. SEQUENCE AND SPEED OF WORK:

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of the work required or the required rate or progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

#### 21. PERMITS-COMPLIANCE WITH LAW:

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

#### 22. INSPECTION AND TESTS:

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No Inspector shall have the power to waive the obligation resting upon the



Contractor to furnish specified material or do work as herein prescribed, and any failure or omission of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Sampling and testing of materials proposed to be used in the construction of this project will be in accordance with methods prescribed by AASHTO: American Association of State Highway Officials, ACI: American Concrete Institute, ASA: American Standards Association, ASME: American Society of Mechanical Engineers, ASTM: American Society for Testing Materials, AWWA: American Water Works Association, API: American Petroleum Institute, NEC: National Electric Code, NEMA: National Electrical Manufacturers Association, NMSSPWC: New Mexico Standard Specifications for Public Works Construction, and contract documents with subsequent approved revisions made prior to the date of the proposal. The selection of the method of test shall be designated by the Engineer. When tests are made at places other than a recognized commercial testing laboratory approved by the Engineer, or at the field laboratory operated by the Engineer on the project, the Contractor shall provide such facilities as may be required for the verification of the scales, measures, and other devices used.

The Contractor shall notify the Owner a sufficient time in advance of the manufacture or production of materials to be supplied by him under this Contract, in order that the Owner may arrange, if desired, for mill or factory inspection and testing of same. Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection will not be allowed and, shall not be incorporated in the work.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his Sub-contractor he shall defray all the expense of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen (15%) percent for overhead and profit, shall be allowed the Contractor.

Where the specifications require work to be specifically tested or approved it shall not be tested or covered up without timely notice to the Engineer of its readiness for inspection and without the approval or consent thereto by the Engineer. Should any such work be covered up without such notice, approval or consent, it must, if required by the Engineer be uncovered for examination at the Contractor's expense.

### 23. MATERIALS AND WORKMANSHIP:

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon.

The Contractor shall submit samples or specimens of such materials to be used or furnished in the work as the Engineer may require. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omissions from the Specifications or the Drawings. All materials furnished and all work done must be satisfactory to the Engineer. Work not in accordance with these Specifications, in the opinion of the Engineer, shall be made to conform thereto. Unsatisfactory material will be rejected, and, if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

Materials delivered upon the site of the work shall be neatly, safely and compactly piled in accessible locations and in such a manner as to cause the least inconvenience and confusion as well as damage to such materials during the Contractor's construction operations. Injury or damage to adjacent property not owned or controlled by the Owner must be made good by the Contractor, to the satisfaction of the Owner's representative.

#### 24. PATENTS:

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including invention, process, articles or appliances, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

#### 25. MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. If the performance of any contract for the project is likely to interfere with the simultaneous execution of some other contract or contracts, the Engineer shall decide which Contractor shall cease work temporarily and which Contractor shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously.

The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the Owner respecting the order of precedence in the performance of contracts.

#### 26. NOTICE AND SERVICE THEREOF:

Any notice to any Contractor or Surety from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to said Contractor or Surety at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

#### 27. SCOPE OF WORK:

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

#### 28. SPECIAL METHODS:

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

#### 29. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES:

Any work done without lines or benchmarks given by the Engineer or under his direction or without the supervision of an Inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

#### 30. COVERING WORK:

No work shall be covered until it has been examined and approved by the Engineer.

#### 31. ALL WORK SUBJECT TO FINAL INSPECTION:

Failure or neglect on the part of the Engineer or his Inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

#### 32. UNFAVORABLE WEATHER:

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or with precautions approved by the Engineer.

#### 33. PUBLIC CONVENIENCE:

When materials for construction are brought on the work they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No materials or other obstruction shall be placed within fifteen (15) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any tree.

The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and to avoid damage thereof and he shall at his own expense completely repair any damage thereto caused by his operations. If required by the Owner, the Contractor shall shore up, brace, underpin and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notices are required to be given by the Owner or the Contractor to any adjoining or

adjacent landowner or other party before commencement of the work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner, and save him harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided for as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible. Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor alone shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to protect the public from accidental harm or injury either to person or property.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the Owner or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

#### 34. PROTECTION OF NEW WORK:

All new work shall be carefully protected by the Contractor and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

#### 35. MONUMENTS OR STAKES:

The Contractor must carefully protect from disturbance or injury all monuments of City, County, State or Federal Government, surveys or benchmarks, or other survey markers, and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer. Any monuments or markers which are damaged or moved without permission of the Engineer shall be replaced by a New Mexico registered surveyor in accordance to required survey standards at the Contractor's expense.

#### 36. USE OF COMPLETED PORTIONS:

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, even though the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine. The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility or damages that may occur to any portions of work during the period of possession preceding acceptance and final payment.

### 37. USE OF PREMISES:

The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

### 38. REMOVAL OF DEBRIS, CLEANING, ETC.:

The Contractor shall from time to time or, as directed by the Engineer, during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clean. Upon completion of the work he shall remove all equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition, and do all other cleaning and washing required by the Specifications.

### 39. INSURANCE:

The Contractor shall not commence work under the construction phase of this Contract until he has obtained all the insurance required under this subsection and such insurance has been approved by the Owner, nor shall the Contractor allow any Sub-contractor to commence work on his subcontract until all similar insurance required of the said Sub-contractor has been so obtained and approved.

#### Comprehensive General Liability Insurance Including Automobile:

The Contractor shall procure and maintain during the life of this Contract a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include coverage for all operations performed for Owner by Contractor, including coverage for operations performed for Owner by Contractor, including coverage for collapse (C), explosion (X), and underground (U) liability coverage, coverage for the user of all owner, non-owner, hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage which shall specifically insure the indemnification provisions of this contract.

The above requirements shall include, but shall not be limited to, protection against:

A. Damage to, or destruction of, public and private property including telephone conduit, telegraph conduit, power conduit, telephone signal cables, television cables, computer cables, fire alarm circuits, gas mains, gas service connections, sanitary sewers, sewer, house or building connections, water mains, water service connections, steam lines, petroleum products pipe lines, storm drains, catch basin lines, including all appurtenances thereto while located below the surface of the ground, including injury or death, to person or persons caused by Contractor's operations, including blasting and trenching-backfilling- tamping with or without the use of mechanical equipment; and

B. The collapse of, or structural damage to, a building, house or structure, including power-telephone-telegraph-fire alarm-street-light poles, curb and gutter and sidewalk, on public or private property, and destruction of, or damage to, other public and private property resulting therefrom, including injury or death to person or persons and all caused by Contractor's operations in the removal of other buildings, structures, including their supports, trees and utility poles, or by excavation, including blasting, and trenching-backfilling-tamping with or without use of mechanical equipment. "Other public and private property" as used above shall include lawns, plants, flowers, trees, fences, yards, walls, etc. The liability insurance shall include the standard assault and battery endorsement, and shall name the Owner and its representatives as additional insureds. The insurance afforded to these additional insureds

is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such insurance.

**Owner's Protective Public Liability Insurance:**

Contractor shall procure and maintain during the life of this Contract, an Owner's protective public liability insurance policy with liability limits in amount not less than \$1,000,000.00 single limit of liability for bodily injury, including death, and property damage in any one occurrence.

The policy will be written with Owner and Engineer as the named insured and will provide coverage for Owner's and Engineer's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

**Workmen's Compensation Insurance:**

Contractor shall comply with the provisions of Workmen's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Contractor shall procure and maintain during the life of this Contract, complete Workmen's and Employer's Liability Insurance in accordance with New Mexico law and regulations. Such insurance shall include coverage permitted under Section 52-1-10 NMSA 1978, for safety devices. With respect to Workmen's Compensation Insurance, if Contractor shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all latter's employees to be engaged in such agents and employees from any claim or actions occasioned by failure of Contractor to comply with the provisions of this paragraph.

**Builders Risk Insurance:**

If the Contract includes the construction of a building or Structures, Contractor shall procure and maintain during the life of this Contract, "Builders Risk" insurance in an amount which will fully cover the building or structure for fire, theft, extended coverage, vandalism and malicious mischief until accepted by Owner.

**Railroad Insurance:**

In the event that railroad property is affected by the subject contract, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rail that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence.

Liability and Physical Damage to Property:

\$6,000,000 aggregate.

The limits of liability stated above apply to the coverages as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions and exclusions found in the Form.

The policy (policies) must afford coverage as provided in the standard Railroad Protective Liability Endorsement (AASHTO Form).

#### Sub-Contractor's Insurance:

The Prime Contractor shall require each of his Sub-contractors to procure and maintain insurance coverage similar to that detailed above. The Prime Contractor will present satisfactory certificates of said insurance to the Owner. The above mentioned insurance shall be written with a company acceptable to the Owner.

#### Certificate of Insurance Coverage:

All insurance required to be carried under this contract shall be written with such a Company as may be acceptable to the Owner. Satisfactory certificate of said insurance shall be filed with the Owner in quadruplicate, prior to the commencement of operations by the Contractor. In the event the form of any policy or certificate, or the amount of the insurance or the Companies writing same are not satisfactory to the Owner, the Contractor shall furnish other policies or certificate in form and amount, and with Companies satisfactory to the Owner. The Contractor shall not cause any policy to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance, until notice has been mailed to the Owner stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All Certificates of Insurance, authenticated by the proper officer of the Insurer, shall state in particular those insured, the extent of the insurance, the locations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

#### Other Insurance:

The Contractor may carry such other insurance that he feels necessary to adequately protect himself, the Owner, Sub-contractor, or any other person or property connected to this Contract.

#### Increased Limits:

If, during the life of this Contract, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Section 41-4-1 through 41-4-25 NMSA 1978), Owner may require Contractor to increase the maximum limits of any insurance required herein. In the event that Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the Contract Amount will be made.

#### 40. RECORDS, REPORTS AND DATA:

The Contractor and each of his Sub-contractor shall submit to the Owner such schedules of cost and quantities, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

The Contractor shall, upon completion of the project, furnish to the Owner, a complete set of reproducible drawings showing all changes and/or alterations in the work, including any deviations from all phases of the work and constituting "As Built" drawings, whether or not they are covered by an official change order. The project record drawings shall conform and are subject to the following:

A. The Contractor may obtain from the Owner, a set of reproducible drawings of the original bidding documents at the cost of reproduction and handling upon request and accompanied by full payment.

B. All deviations from sizes, locations and other features of all installations shown on the Contract Documents shall be recorded.

C. Using the "As Built" record drawings, it shall be possible to correctly and easily locate, identify and establish sizes of piping as well as all other features of the work which are concealed underground and/or in a finished structure. All drawings shall be performed carefully and neatly and are subject to the Engineer's approval.

#### 41. CONTRACT SECURITY:

The Contractor shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with the Contract. The Performance Bond and the Labor and Materials Bond must be executed in four (4) original counterparts by a Corporate Surety authorized to do business in the State of New Mexico. Bonds executed by individuals or any other than recognized and authorized corporate Surety Companies will not be acceptable.

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

#### 42. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is as reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work,



the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the government;

(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

(c) Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the cause of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

#### 43. ERRORS AND OMISSIONS:

The Contractor will not be permitted to take advantage of any error or omission in these specifications nor in the plans. Suitable instruction will be given by the Engineer when such error is discovered.

#### 44. SPECIFICATIONS AND DRAWINGS:

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings of plans shall be regarded as part thereof and of the Contract. Anything mentioned in these Specifications and not mentioned or shown in the Drawings, or shown in the Drawings and not mentioned in both. The Engineer will furnish from time to time such detailed drawings, plans, and information as he may consider necessary for the Contractor's guidance.

#### 45. SURVEYS:

Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction including slope stakes, batter boards, working points, lines and elevations. The Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

#### 46. SANITATION:

The Contractor shall provide and maintain in a sanitary condition an approved type of pit toilet or chemical toilet, located on the Owner's property at a location of not less than one hundred and fifty feet (150') from the site of the work.

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

47. CONTRACTOR'S OFFICE:

The Contractor shall maintain an office or agent in the immediate vicinity of the project during the period of construction. (By "immediate vicinity" is meant within the corporate limits of the municipality in which the work is being performed, or within not more than two (2) miles of the site of the work), and such agent may be the Contractor's Superintendent directly in charge of the work.

48. INTENT:

It is the intent of the Specifications together with the Plans that sufficient details and other information has been furnished for the complete prosecution of the work. Any inadvertent omission which by virtue of common sense should be incorporated in the work to make it function or completed ready for use, shall be considered as being understood to be included in the Contract.

49. GUARANTEE:

The Contractor shall guarantee in writing all work performed under this Contract for a period of one (1) year from the date of final acceptance, in addition to those items which are guaranteed for longer period under the terms of this Contract. Upon verbal or written notice from the Engineer or Owner, the Contractor shall remedy any defects due to negligence, faulty workmanship or faulty material.

**CITY OF ROSWELL SPECIAL & SUPPLEMENTAL PROVISIONS**  
**Sewer Manhole Rehabilitation Project 2016**  
**Bid No. ITB-16-046**

SECTION 662-A	REHABILITATION OF MANHOLES & SEWER STRUCTURES	02/13/2007
TRAFFIC CONTROL PLAN		10/21/2014

CITY OF ROSWELL  
SPECIAL PROVISIONS  
REHABILITATION OF MANHOLES & SEWER STRUCTURES

**1.0 DESCRIPTION**

1.1 Scope:

This Special Provision specifies rehabilitation of existing concrete and brick sanitary sewer manholes, lift stations and similar structures to eliminate infiltration provide protection against corrosion to the structure interior, repair and enhance structural integrity of the structure. This Special Provision includes work, materials, and equipment required for structure repairs, surface preparation, and application of a monolithic epoxy coating to specified surfaces.

1.2 Requirements:

The Contractor shall furnish all labor, materials, and equipment required to clean, grout, patch, structurally repair, reinforce and/or seal designated manholes, lift stations, and similar structures. This work shall also include temporary plugging of lines, by pass pumping of flows, capture and removal and disposal of debris. All rehabilitation work, including surface preparation shall be performed within the manhole and/or structure. This item also includes removal/replacement of manhole ring, cover and concrete collar or other to secure or adjust cover to required elevation. All work shall be performed in accordance with OSHA Confined Space Requirements and other applicable federal, state and local safety and environmental requirements. This shall include monitoring of Confined Space prior to entering the Confined Space, continuous monitoring of Confined Space, continuous supply of fresh air, personnel extraction devices and training of personnel of these safety devices. All work shall be performed under the supervision of a Certified Confined Space foreman/supervisor.

The Contractor shall be licensed in New Mexico in accordance with New Mexico Construction Industries Division, and New Mexico Statutes. Contractor must have satisfactory completion of (3) or more similar sized or more difficult jobs to project proposed. The Contractor shall also be certified applicators and experienced for all products used to perform work. The Contractor shall be responsible for meeting all franchise or patent requirements.

1.3 References:

ACI- American Concrete Institute

ASTM- The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

NACE- The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SSPC- The published standards of the Steel Structures Painting Council, Pittsburgh, PA

ACI 506.2-77 Specifications for Materials, Proportioning, and Application of Shotcrete

ASTM C109- Compressive Strength Hydraulic Cement Mortars

ASTM C267 Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes

ASTM C348- Flexural Strength Hydraulic Cement Mortars

ASTM C396- Compressive Strength of Cement Mortars

ASTM C579- Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars

ASTM C722- Standard Specifications for Chemical-Resistant Resin Monolithic Surfaces

ASTM D543- Resistance of Plastics to Chemical Reagents

ASTM D638- Tensile Properties of Plastics

ASTM D695- Compressive Properties of Rigid Plastics

ASTM D790- Flexural Properties of Unreinforced and Reinforced Plastics

ASTM 2240- Durometer Hardness, Type D

ASTM 2584- Volatile Matter Content

ASTM D4541- Pull-off Strength of Coatings Using a Portable Adhesion Tester

#### 1.4 Submittals:

The following items shall be submitted:

1. Technical Data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
2. Material Safety Data Sheets (MSDS) for each product used.

3. Project specific guidelines and recommendations.
4. Certification of Applicator for product being used.
5. Proof of any necessary federal, state, or local permits and licenses for work to be performed on project.
6. Work Plan including design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing, diversion of flow, safety procedures, capture and removal of debris and/or construction materials and adherence to any required environmental regulations.

#### 1.5 Quality Assurance and Warranty

The contractor shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

The contractor shall warrant all work against defects in materials and workmanship for a period of one (1) year from the date of final acceptance of the total project. Contractor shall, within a reasonable time after receipt of written notice thereof, repair defects in materials and/or workmanship which may develop during said one (1) year warranty period, and any damage to other work or structure caused by such defects or the repairing of the same, at Contractor's expense without cost to the City of Roswell.

## 2.0 MATERIALS

### 2.1 Existing Structure Repair Materials:

Repair materials shall be used to fill voids, structurally reinforce and/or rebuild surfaces, etc. as determined necessary by the engineer and/or as necessary to adequately construct new protective coating lining system. Repair materials must be compatible with the specified epoxy coating and shall be applied in accordance with the manufacturer's recommendations. Contractor shall submit written proof and/or material certifications for verification by the engineer.

Examples of approved repair materials for interior of manholes and lift stations are:

1. 100% solids epoxy grout that can be "spinner" sprayed and specifically formulated for optimum epoxy top coating compatibility. The epoxy grout manufacturer shall provide instructions for epoxy top coating. Material selected shall be designed for use in manholes and other related waste water structures.
2. Factory blended, rapid setting, high early strength, calcium aluminate, and/or fiber reinforced, non-shrink mortar pneumatically spray "centrifuge type spinner" applied.

All cementitious coating materials must be capable of placement thickness of ½" to 2" in one pass monolithic application. This mortar must be specifically formulated to be suitable for epoxy top coating. Material selected shall be designed for use in manholes and other related waste water structures. Such repair mortars should not be used unless their manufacturer provides information as to its suitability for top coating with an epoxy coating. Project specific Submittals should be provided including application, cure time and surface preparation procedures which permit optimum bond strength with the epoxy coating. Sample product is Quadex Aluminaliner or approved equal. Project Engineer shall approve prior to use.

## 2.2 New Protective Coating Material

New protective coating material shall be Raven 405 ultra high build epoxy coating, manufactured by Raven Lining Systems, Inc., Tulsa Oklahoma or approved equal. Nominal thickness shall be 150 mils. All material, equipment, storage, and handling shall be as per manufacturer's recommendations. Applicator must be experienced and certified by manufacturer to construct Raven 405 protective coating system.

If Contractor proposes to use an alternative protective coating material system the following must be submitted for review and approval by the City of Roswell Engineering Department and Wastewater Utilities Director.

1. Product must have been previously reviewed and evaluated by the City of Roswell Utility & Engineering Department. Typically this process requires review of product specifications, and past history and references. Additionally, product must have passed demonstration period for manhole or other as a demonstration and evaluation of product under actual service conditions in the City of Roswell.
2. Products must be applied by experienced and certified applicators. Contractor will be responsible for certification and other of licensed and franchised products, and use of proprietary products.

## 3.0 CONSTRUCTION REQUIREMENTS.

3.1 General procedures for repair and patching of concrete and masonry manholes lift stations and similar structures are outlined as follows:

1. Any area exhibiting movement or cracking due to expansion and contraction shall be grouted and patched to repair the crack repair or expansion joint damage. Materials must meet Section 2.0 MATERIALS of this Special Provision.

2. All surfaces that show exposed steel, spalling greater than 3/4" deep, or cracks greater than 3/8" wide, shall be patched using a quick setting, high strength cement mortar or a high-build, non-sagging epoxy grout after sandblasting steel to SSPC-10, or with high pressure water cleaning. Holes to be filled should be filled in lifts according to manufacturer's recommendations for the mortar or epoxy selected. Materials must meet Section 2.0 MATERIALS of this Special Provision.
3. All concrete that is not sound or has been damaged by chemical exposure should be removed to a sound concrete surface. Then surface profile to be reestablished as per these special provisions. Profile repair cementitious material shall be applied with a pneumatic "spinner" and then hand troweled as required by Project Engineer. A pneumatic "spinner" application is required for all manholes up to 6' diameter.
4. In masonry structures where spalling of brick or loss of mortar has created gaps greater than 1/4" in diameter between the bricks or blocks, the voids can generally be filled using a compatible quick setting cementitious mortar. Whenever structural integrity is questioned, a high strength cement mortar or epoxy grout shall be utilized. Materials must meet Section 2.0 MATERIALS of this Special Provision. In cases where there is loss of brick, brick shall be constructed to fill and repair voids in manhole. After construction of brick, remaining voids will be repaired as per this special provision.
5. Repaired surfaces for concrete or masonry structures shall have a smooth profile, free of bug holes or honeycomb imperfections. Concrete, mortar surfaces shall have a smooth profile but texture can be left similar to a rough sand paper.
6. For all underground structures, surfaces to be treated shall be free of active leaks before coating. Leaks may be stopped with the use of approved quick setting hydraulic cement, water reactive gels and grouts, epoxy grout or equal.
7. All pipes connections in manholes shall be repaired, reinforced, and enhanced for structural integrity, and sealing of manhole. Work to meet materials and requirements of this special provision.
8. The area between the manhole and the manhole ring and any other area that might exhibit movement or cracking shall be grouted with a flexible or elastomeric grout or gel. Castings will be cleaned and coated to prevent corrosion. Casting may be brushed, blasted or other as required by the Engineer.
9. In cases where replacement of manhole ring and cover is required, the City shall provide new ring and cover. Contractor shall provide all other material, labor and other to repair and adjust manhole ring and cover to required final elevation to meet



field conditions with a reinforced 10" thick concrete collar, pavement patch, gravel, backfill or grading as required by the Project Engineer. Collar shall be approximately 4' x 4' x 10" minimum size, with #4 rebar in both directions at 6 inch centers. New ring & collar will be adjusted to match roadway grade or to grade as required by Project Engineer.

10. Contractor shall also remove all dirt, rocks, rust, roots, grit, sludge and other debris from the interior of the manhole or structure.
11. Any manhole steps will be removed flush with wall and grouted with approved material.
12. All repairs must be inspected and approved by the City before further work will proceed. If required, Contractor will perform additional work to meet approval before proceeding further in rehabilitation process.

### 3.2 Surface Preparation

3.21 The surface to receive protective coating system shall be repaired, cleaned & prepared prior primer application and application of protective coating system. The surface shall receive final preparation immediately prior to application of protective coating. In many instances this is a separate operation after repair of structure and prior to application of coating. Surfaces to receive coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. Typical primer is AquataPoxxy A-10, generally 2-5 mils thickness per coat, prior to application of "Raven 405".

3.22 All contaminants including oils, grease, incompatible existing coatings, waxes, form release, curing compounds, tars, build ups, sealers, salts, foreign matter, or other contaminants shall be removed. Generally this may be done with high pressure water, (3500 psi), high pressure jetting, abrasive blasting, shotblasting, detergent/hot water cleaning or other. Method chosen shall be compatible to recommended protective coating system and shall not excessively damage existing structure. A mild chlorine solution may also be required to neutralize the surface to diminish microbiological bacteria growth prior to final rinse and coating.

3.23 Contractor shall be responsible for any additional surface preparation beyond previously described, as required by the coating manufacturer and methodology used by coating applicator.

### 3.3 Application of Protective Coating System

Protective Coating System shall be "Raven 405" ultra high build epoxy coating by Raven Lining Systems or approved equal. Any substitution will only be allowed in accordance with Section 2.2 of this Special Provision. Application of system must be performed by trained, certified and experienced personnel and in accordance to manufacturer's recommendations. Typical application thickness shall be 150 mils nominal thickness applied as per manufacturer's recommendations. Application shall include shelf, invert and manhole, structure vertical walls up to the lid or exit, manhole rings, adjustment devices, flat tops etc.

### 3.4 Diversion of Flow

Contractor shall be responsible for providing plugs and installing temporary plugging of lines, by pass pumping, diversion of flow, and other as required to complete rehabilitation of manholes, lift stations, and other structures. Contractor is also responsible for coordinating operations and informing the City of Roswell Wastewater Department of all operations. Hot air may be introduced to accelerate cure times of mortars, epoxy and other. Typically the system may put back into service after the initial set of the "Raven 405", approximately 6 hours when cured at 70E F. All labor, materials, and cost associated with diversion of flow is incidental to rehabilitation of manhole, lift station and other structures.

### 3.5 Testing & Inspection

3.51 During application, Contractor shall provide and use a wet film thickness gage meeting ASTM D4414 to ensure a monolithic coating and uniform thickness during application. This shall be verified by a City of Roswell inspector.

3.52 After the protective coating has set hard to the touch the City of Roswell may request inspection with high voltage holiday detection equipment. If requested, Contractor shall provide testing equipment and personnel to perform testing. The City of Roswell will provide an inspector for verification of test results. An induced holiday shall be made on the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for the holidays at that particular area. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced

Holiday. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, the additional protective coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations. All costs shall be borne by the Contractor.

3.53 A final visual inspection shall be made by the City and contractor's representatives. Any deficiencies in the finished coating shall be marked and repaired as required. All costs shall be borne by the Contractor.

**4. ENVIRONMENTAL.**

4.1 Contractor shall provide methods to capture and prevent debris from entering the City of Roswell Sewer System. Contractor shall use these methods during all operations of manhole or structure rehabilitation, which include cleaning, application of cementitious materials, epoxy coatings, and any other operations. All materials shall be removed from manhole/structure and disposed of by contractor. Failure to comply will result in shut down of contractor's operations until compliance can be achieved.

**5. METHOD OF MEASUREMENT.**

5.1 Rehabilitation of manhole, lift station or other structure shall be measured by each. This includes all work and requirements described in this Special Provision.

**6. BASIS OF PAYMENT.**

6.1 Rehabilitation of manhole, lift station, or other structure shall be paid for at contract price per each. Said unit price and payment will be considered payment in full for all labor, materials, equipment, and work inherent for rehabilitation as described in this Special Provision.

PAY ITEM	DESCRIPTION	PAY UNIT
662XXX	Rehabilitate Existing Sewer Manhole	Each
662XXX	Rehabilitate Existing Sewer Lift Station	Each
662XXX	Rehabilitate Existing _____	Each

CITY OF ROSWELL  
SPECIAL PROVISIONS  
TRAFFIC CONTROL PLAN

1. DESCRIPTION.

1.1 This work shall consist of preparing, implementing and maintaining a traffic control plan in conformance with the contract, plans and the Manual Of Uniform Traffic Control Devices. The Contractor shall submit his proposed traffic control plan to the Project Manager for review and approval by the City Engineer or designee, prior to beginning construction operations.

1.2 When a traffic control plan is not specified in the contract, plans or other project documents, the Contractor shall submit a traffic control plan for review and approval by the Project Manager. Contractor shall not commence work impacting traffic until a traffic control plan has been approved.

1.3 The Contractor shall furnish all materials, tool, labor, equipment, and all other appurtenances necessary to implement and maintain plan and approved traffic control plan/phases. The materials shall include, but are not limited to all interim, and temporary striping; signing, barricades, drums/barrels, sign posts, portable sign supports, portable changeable message boards and all traffic control devices including flagging personnel and experienced certified Traffic Control Person(s).

1.4 All pertinent provisions of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition shall apply in addition to this Special Provision.

2. MATERIALS.

2.1 All materials shall conform to the applicable requirements of DIVISION 700-TRAFFIC CONTROL DEVICES, NMDOT 2014 Edition.

2.2 Contractor shall submit certification and pertinent technical information for all materials to insure they meet applicable requirements.

3. CONSTRUCTION REQUIREMENTS.

3.1 All construction shall be effected by the Contractor in accordance with the applicable specifications and details shown in the plans/contract.

3.2 All materials and devices shall be maintained, adjusted, and replaced if necessary for the duration of the project in conformance with these specifications or as directed by Project Manager. Project Manager may request adjustments or additions as operations dictate.

3.3 Traffic control shall be maintained in conformance with all specifications of SECTION 618-TRAFFIC CONTROL MANAGEMENT, NMDOT 2014 Edition.

4. METHOD OF MEASUREMENT.

4.1 When specifically designated for measurement and payment in the contract, traffic control plan will be measured by the lump sum.

5. BASIS OF PAYMENT.

5.1 When specifically designated for measurement and payment in the contract, the accepted quantities of the traffic control plan will be paid for at the contract unit price lump sum. The materials shall include, but are not limited to all interim, and temporary striping; signing, barricades, drums/barrels, sign posts, portable sign supports, portable changeable message sign units and all traffic control devices including flagging personnel. 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 as required in the plan, MUTCD and/or as requested by Project Manager. Traffic control management will be considered incidental to the completion of the work and no separate payment will be made, unless otherwise specified in the contract.

5.2 When NOT specifically designated for measurement and payment in the plans/contract, the traffic control plan and traffic control management will be considered incidental to the completion of the work and no additional payment will be made.

5.3 When called for in the contract, the payment will be made under:

PAY ITEM	DESCRIPTION	PAY UNIT
702XXX	Traffic Control Plan	Lump Sum