
Meeting Date: April 22, 2026

Staff Contact: David Laughlin, Planning & Engineering Division Manger

TITLE: C-26-8 – Contract with 14 Contractors for FY26 On Call Construction Services

ACTION: Recommend Approval

SIMMARY:

Requesting approval to delegate signature authority to the Executive Director to enter into a contract with AUI, Inc., New Mexico Underground Utilities, Inc., Archer Western Construction, LLC, TLC Company Inc., dba Spear D, D&R Tank Company, Smithco Construction, Inc., DUB-L-EE, LLC, Franklin's Earthmoving, Inc., Insituform Technologies, LLC, Hydro Resources – Mid Continent, Inc., Amm Contractors, Compass Engineering & Construction, Tri-Star Solutions, LTD, and Barraza & Sons, LLC, to perform as needed, planned, or emergency construction related services.

If approved by the Board, an agreement will be executed between the Albuquerque Bernalillo County Water Utility Authority and the 14 contractors to enable the contractors to perform as needed, planned, or emergency construction-related services. The contractors have been prequalified to perform emergency, critical preventative maintenance, planned, and/or as needed on-call construction services for water and wastewater system projects within the Water Authority service area.

Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to this contract, if any.

FISCAL IMPACT:

The funding to support these contracts will come out of the FY26-FY31 Water Authority budget. The term of the agreements will be for five years.

Memo

To: Mark S. Sanchez, Executive Director
David Laughlin, Planning & Engineering Division Manager

From: Armida Magallanes, Purchasing Administrator *AMM*

Through: Candida Kelcourse, Purchasing Officer *OK*

Date: March 20, 2026

Re: Recommendation of Award for P2026000005, "On-Call Construction Services"

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors for the On-Call Construction Services.

The RFP was posted on BidNet and advertised in the local newspaper. Fourteen (14) responsive offers were received and submitted for evaluation. The Ad Hoc Evaluation Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are all the respondents' average composite scores as indicated in the scoring details. The largest total composite score is 100 without preferences. Offerors marked with an asterisk (*) qualified for one or more preferences.

<u>Offeror:</u>	<u>Total Composite Score:</u>
AUI, Inc.*	106
New Mexico Underground Utilities, Inc.*	105
Archer Western Construction, LLC*	102
TLC Company Inc., Spear D*	100
D&R Tank Company*	97
Smithco Construction, Inc.*	97
DUB-L-EE, LLC*	95
Franklin's Earthmoving, Inc.*	94
Insituform Technologies, LLC	89
Hydro Resources – Mid Continent, Inc.*	87
Amm Contractors*	81
Compass Engineering & Construction	81
Tri-Star Solutions, LTD	80
Barraza & Sons, LLC	47

The committee recommends the award of contracts to all fourteen (14) offerors, as they had the highest average composite score after final scoring and are qualified to perform the work. The Purchasing Department concurs with the Committee's recommendation.

APPROVED:

Mark S. Sanchez

Mark S. Sanchez
Executive Director

Date: 4/3/26 12:01 MDT

RECOMMENDED:

David Laughlin

David Laughlin
Planning & Engineering Division Manager

Date: 4/3/26 12:00 MDT

Enclosures: Composite Score Sheet

Evaluation Portal Administration

Composite Score Tabulation: P202600005 On-Call Construction Services

[Hide Pref](#)

Total # of Evaluations:		AUI	TLC	NMUU	Archer	Smith Co	D&R	Insituform	FRANKLINS	DUB-L-EE	HydroResources	Compass	Tristar	AMM	Barraza
		5	5	5	5	5	5	5	5	5	5	5	5	5	5
Evaluation Criteria	Max Points	AUI	TLC	NMUU	Archer	Smith Co	D&R	Insituform	FRANKLINS	DUB-L-EE	HydroResources	Compass	Tristar	AMM	Barraza
Company Information	35	32.4	32.4	32.0	31.4	31.8	31.2	31.8	30.4	29.4	27.6	26.6	28.8	23.2	14.0
Key Personnel Experience	35	33.2	32.6	32.2	31.4	31.8	32.2	31.8	30.8	28.8	27.4	30.0	28.4	28.8	15.4
Company Capacity and Capability	20	18.6	18.6	18.4	17.4	17.4	16.6	17.2	16.4	15.0	15.8	15.4	14.6	12.2	8.2
Pricing Forms	10	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total	100	93.0	92.0	92.0	89.0	89.0	89.0	89.0	86.0	82.0	79.0	81.0	80.0	73.0	47.0
Preferences (%)		13%	8%	13%	13%	8%	8%	0%	8%	13%	8%	0%	0%	8%	0%
Preferences (pts)		13	8	13	13	8	8	0	8	13	8	0	0	8	0
Total w/ Pref	100	106.0	100.0	105.0	102.0	97.0	97.0	89.0	94.0	95.0	87.0	81.0	80.0	81.0	47.0

[BACK](#)

AGREEMENT

P2026000005 ON CALL CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into on the date of the last signature entered below, by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and _____ (hereinafter referred to as the "Contractor"), a _____, whose address is _____.

Owner and Contractor for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK: The Contractor, under the terms and conditions of the Contract, as described below, agrees to perform for the Owner for various Construction services, on an as needed basis, as described in Exhibit A, Scope of Services, and as more fully described in the Scope of Work for each individually awarded Work Order Project awarded by Owner.

1.1 The Work to be performed under this Contract shall consist of furnishing all supervision, technical personnel, labor, materials, machinery, tools, equipment, supplies, and manufactured articles and outside services such as delivery of fuel, power, water, and essential communications required to complete the Work for a Project. All Work, including any authorized supplemental work, shall be performed in strict accordance with the Contract Documents.

1.2 In accordance with procedures established in the RFP cited above, Contractor may provide the following after evaluation, selection and receipt of a Notice to Proceed:

1.2.1 Work for a specific Project after submitting an Offer in response to a Request for Offers ("RFO");

1.2.2 Work for a specific Project for which Contractor has been selected without an RFO due to special circumstances;

1.2.3 Work in an emergency or critical preventative maintenance situation as determined by the Water Authority for which Contractor has been selected on a rotation basis;

1.3 Owner does not guarantee any number of Projects or dollar value of Work will be awarded to Contractor under this Agreement and shall have the unilateral right at all times to contract with other contractors and entities to provide construction services outside of this Contract.

1.4 The Water Authority determination as to which category of Work described in Section 1.2 above shall apply shall be accepted by the Contractor and shall be final.

1.5 Contractor agrees and understands that failure to perform the Work, or to submit Offers in response to Work Order Requests, to the satisfaction of the Owner may affect future selections to perform subsequent Work under this Agreement.

1.6 Contractor is awarded the following categories of Work:

Specialized Capability of Firm	Planned Rehabilitation, Repair, Replacement, or New Construction (per Standard Rates and RFOs)	Emergency Call Out (per Emergency Rates)
i. Small Diameter Waterlines (12" and smaller)		
ii. Water Transmission Lines (greater than 12")		
iii. Small Diameter (12" and smaller) Sewer Lines including trenchless rehabilitation		
iv. Interceptor Sewer Lines (greater than 12"), including trenchless rehabilitation		
v. Plant/Facilities (Water and Wastewater Treatment Facilities, Potable and Reuse Pump Stations, Reservoirs, Wells, Sewer Lift and Vacuum Stations, Odor Control Stations, and Chemical Transfer and Injection Stations)		
vi. Specialty Work including earthwork, welding, steel fabrications, coating, special inspections, pond HDPE liner work, well rehab and booster pump stations rehab, or other (please specify) _____ _____ _____		Not Applicable

2. TERM OF AGREEMENT: This Agreement shall commence May 1, 2026, and continue for **five (5) years**. If all Projects awarded pursuant to this Agreement are not completed by the end of the term, the Agreement shall continue until completion of all such Projects. New Projects may not be awarded during a continuation unless the Agreement is amended by written agreement of the parties.

3. CONTRACT PRICE AND PAYMENTS TO CONTRACTOR:

3.1 The total Contract Price for this Agreement shall not exceed _____ Dollars (\$_____) plus any applicable gross receipts taxes, and represents the total of all Work Orders which may be issued by the Water Authority and for which the Contractor agrees to provide Work under the terms of this Contract.

3.2 The Contract Price for a Work Order shall be the amount set out in the Work Order Authorization Form for that Work Order Project or Services. The Contract Price may be a negotiated as (1) lump sum based on RFO offers, or (2) lump sum with back-up justification using Standard Rates and Contractor generated Schedule of Values, or (3) unit prices with back-up breakdown of costs using Standard Rates or (4) Emergency Rates for time and materials established in Exhibit B to this Agreement. The Contract Price for a Work Order shall consist of a

base amount, allowances, if any, and New Mexico Gross Receipts Taxes. Each Work Order Contract Price constitutes the total compensation payable to Contractor for performing the Work for that Project. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

3.3 *Rates Attached.*

3.3.1 The Contractor agrees to provide Work at the Emergency Rates attached hereto as Exhibit B, if called out in an emergency or critical preventative maintenance situation. These rates shall apply to the initial Work provided, after which the parties may negotiate the terms of a Work Order for completing the Work needed.

3.3.2 The Contractor agrees to provide Work using costs derived from the Standard Rates attached hereto as Exhibit B, if selected for a planned project due to special circumstances. These rates shall apply to the initial Work provided as well as change orders and adjustments, after which the parties may negotiate the terms of a Work Order for completing the Work as a lump sum or per unit prices.

3.3.3 The rates set out in Exhibit B may be adjusted annually to reflect equitable changes in the Cost of Work payable by Contractor.

3.4 *Payments to the Contractor.*

3.4.1 Progress payments to the Contractor shall be made in accordance with the General Terms and Conditions, apart from progress payments for Work performed for RFO and special circumstances Work using costs derived from Standard Rates will be based on percent completed during the billing period and progress payments for Work performed at Emergency Rates will be based on the hours for manpower and equipment utilized during the billing period.

3.4.2 If Allowances are included in the Contract Price of a Work Order, they are estimated dollar amounts. The actual dollar amounts reimbursed may be less than, equal to, or greater than the stated allowances and shall be reimbursed at actual cost based on invoices submitted.

3.4.3 Payments under a Work Order shall be made to Contractor upon receipt by Owner of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of Owner and on the condition that Contractor has completed the Work to the satisfaction of Owner. Applicable taxes will be stated separately on each invoice and paid by Owner at current rates. Taxes may not be billed more than sixty (60) days after completion of the Work to which they apply.

3.4.4 Contractor shall use and require the use of non-taxable transaction certificates by subcontractors and suppliers whenever allowed by law. In any event, Contractor shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Contractor calculates its gross receipts taxes when billing on a time and materials basis.

4. CHANGES. All changes to the Work Order Documents which involve a change to the Contract Price, Work Order Term or other material term shall be made by Work Order Adjustment in accordance with the General Terms and Conditions.

5. NON-APPROPRIATION OF FUNDS: Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default and

all payment obligations of the Water Authority and all of its interest in this Contract will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Contractor and shall be final.

6. CONTRACT DOCUMENTS: The **Contract Documents** consist of the following and have precedence in the following order:

- The Work Order Documents for each awarded Project, including:
 - All Work Order Adjustment Forms;
 - The Work Order Authorization Form;
 - Contractor's Offer, if applicable; and
 - The Request for Offers;
- Modifications to the Contract;
- The Agreement and its Exhibits;
- Contractor's Proposal (except as limited by Section 6.2 below);
- Addenda;
- The RFP Documents;
 - Appendix A (Scope of Services);
 - Appendix B (Bidders Qualifications Project Summary);
 - Special Instructions (Part II of the RFP), including the Additional Terms and Conditions, if any;
 - General Terms and Conditions;
 - Referenced Standard Specifications;
 - Instructions to Offerors (Part I of the RFP);
 - The Proposal Form (Part IV of the RFP);
 - And all forms, and instructions in the RFP cited above, and the Advertisement for Proposals.

Any attachments to or documents referenced in are included in the documents listed above. All bonds, insurance certificates and forms provided by the Contractor are also made a part of the Contract Documents. These documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

6.1 Construction detail drawings shall govern over scaled dimensions and over other drawings. Dimensions given on drawings or which can be calculated will govern over scaled dimensions.

6.2 Anything in the Contractor's Proposal which alters or provides a condition to the RFP Documents will not take precedence over the RFP Documents unless it is specifically so provided in the Agreement, or a Modification to the Contract, signed by the parties.

6.3 All definitions and terms set forth in the General Terms and Conditions and the Procurement Ordinance are applicable to the RFP Documents, and the Contracts and Work Order Contracts resulting from the RFP.

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement the day and year last entered below.

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

CONTRACTOR:

Approved By:

Mark S. Sanchez, Executive Director
Date: _____

By: _____

Title: _____

Date: _____

Reviewed by:

Christopher P. Melendrez, General Counsel
Date: _____

Exhibit A

Scope of Services

1. **BASIC SERVICES.** For each of the work categories awarded in the above Section 1.6 and further described below, Contractors may be required to perform emergency/on-call construction services as well as capital construction projects with specific needs on an “as needed basis” requiring installation, rehabilitation, repair and/or replacement of Water Authority infrastructure in accordance with the Standard Specifications.

i. **Small Diameter Waterlines.** Perform installation, rehabilitation, repair and/or replacement of small diameter municipal water distribution lines, temporary water service connections, valves, valve vaults and other related work. Specific construction services required may include, but is not limited to, the following:

- Installation of concrete cylinder, ductile iron or PVC pipe (both fused and jointed).
- Rehabilitation by welding concrete cylinder pipe.
- Construction of concrete valve vaults.
- Installation and replacement of existing valves, valve boxes, tapping saddles, service lines, fire hydrants, meter vaults and PRV vaults, including installation of equipment such as doors, ladders and vents.
- Removal of steel pipe, cast iron, existing pipe and asbestos concrete pipe or vaults.
- Following proper procedures for temporary water service connections.
- Conducting and following appropriate water line, pressure line, and pipeline pressure testing and disinfection procedures.

ii. **Water Transmission Lines.** Perform installation, rehabilitation, repair and/or replacement of large diameter municipal water transmission lines, temporary water service connections if needed, valves, valve vaults and other related work. Specific construction services required may include, but is not limited to, the following:

- Installation of concrete cylinder, ductile iron or PVC pipe (both fused and jointed).
- Rehabilitation by welding concrete cylinder pipe.
- Construction of concrete valve vaults.
- Installation and replacement of existing valves, valve boxes, tapping saddles, service lines, fire hydrants, meter vaults and PRV vaults, including installation of equipment such as doors, ladders and vents.
- Removal of steel pipe, cast iron, existing pipe and asbestos concrete pipe or vaults.
- Following proper procedures for temporary water service connections.
- Conducting and following appropriate water line, pressure line, and pipeline pressure testing and disinfection procedures.

iii. **Small Diameter Sewer Lines including Trenchless Rehabilitation.** Perform installation, rehabilitation, slip lining, cured-in-place pipe, repair and/or replacement of small collector

sewer lines, manhole replacement or rehabilitation, bypass pumping and other related work. Specific construction services required may include, but is not limited to, the following:

- Installation of PVC pipe.
- Rehabilitation by pipe bursting or cured in place liners.
- Installation, rehabilitation and replacement of existing manholes.
- Removal of existing pipe or manholes.
- Implementation of temporary bypass pumping, ground water dewatering, and odor control measures, where necessary.

iv. **Interceptor Sewer Lines, including Trenchless Rehabilitation.** Perform installation, rehabilitation, slip lining, cured-in-place pipe, repair and/or replacement of large diameter interceptor sewer lines, manhole replacement or rehabilitation, bypass pumping and other related work. Specific construction services required may include, but is not limited to, the following:

- Installation of concrete, fiberglass or PVC pipe.
- Rehabilitation by slip lining with HDPE or fiberglass pipe, or cured in place liners.
- Installation, rehabilitation and replacement of existing manholes.
- Removal of existing pipe or manholes.
- Implementation of temporary bypass pumping, ground water dewatering, and odor control measures, where necessary.

v. **Plant and Facilities.** Perform installation, repair and/or replacement of treatment plants and facilities managed by the Water Authority's Plant Division. These facilities include, but are not limited to, the San Juan Chama Water Treatment Plant (SJCWTP) located at 6000 Alexander Blvd NE, the Southside Water Reclamation Plant (SWRP) located at 4201 2nd Street SW, the Northwest Service Area Customer Care and Maintenance Facilities, the Soils Amendment Facility located at 7400 Access Rd. NW, the Metropolitan Detention Center (MDC) Water Supply and Wastewater Treatment Facilities, ground water production facilities including wells, arsenic treatment facilities, storage tanks, and booster pump stations located throughout the Water Authority's service area, and lift stations and vacuum stations that serve the Water Authority's wastewater collection system located throughout the Water Authority's service area. Specific construction services required may include, but is not limited to, the following:

- Demolition of existing equipment and appurtenant concrete work, piping, valves, electrical, and instrumentation work.
- Construction of miscellaneous concrete structures including slabs on grade, walls, equipment support pads, and water-containing structures.
- Installation of new treatment plant equipment including various pumps, blowers, mixers, compressors, clarifier mechanisms, ozone generators and make-up air feed systems, chemical feed systems, belt conveyors, heat exchangers, and material handling systems including specialty millwright services for leveling and alignment of the equipment.

- Installation of appurtenant piping (both buried and exposed), valves, pipe supports, and electrical, instrumentation, and controls work that is part of the overall treatment equipment system(s) being renovated.
- Application of industrial protective coating systems to various concrete and steel surfaces including appurtenant surface preparation work.
- Conducting and following appropriate reservoir, water line, pressure line, and pipeline pressure testing and disinfection procedures.

vi. **Specialty.** Perform any specialty services that may support basic services above as well as Water Authority's service area and mission. Specialty services required may include, but is not limited to, the following:

- Site work, earthwork, and grading.
- Erection, repair, and rehabilitation of steel tanks.
- Fabrication and welding of steel pipe and fittings.
- Application of specialty coatings.
- Specialty concrete repair.
- Installation and repair of HDPE liners.
- Specialty inspections for buildings, coatings, and other construction activities.
- Well repair and rehab projects including pulling and installing well pump equipment, lowering well, pump, well abandonment, well rehabilitation, well inspections, well pump repair and replacement, and well test pumping.
- Booster pump station projects including pump repair and replacement, piping modifications, replacement of valves and appurtenances.

2. **General Contract Requirements.**

- Contractors shall follow proper procedures when working in major arterial streets, residential streets and NMDOT right-of-way.
- Contractors shall follow proper procedures for the removal and disposal of demolished materials.
- Contractors shall provide appropriate communications with neighborhoods to include construction notification flyer distribution and meeting with neighborhood associations and leaders.
- Contractors shall provide coordination with other utilities, governmental entities, and contractors.
- Contractors shall comply with New Mexico statutes on Public Works Contracts, Sections 13-4-1, et seq. NMSA 1978.
- Contractors shall attend weekly or bi-weekly meeting with Owner, at the Owner's discretion for the duration of all active projects.

- Contractors shall ensure that assigned project manager/superintendent will continue with project until completion, unless otherwise approved in writing by Owner.
- Contractors shall conduct construction within the City of Albuquerque, Bernalillo County, Village of Los Ranchos, Rio Rancho, Corrales and all other Water Authority service area rights-of-way requiring adherence to standard specifications.
- Contractors that opt in for emergency rotation shall provide emergency 24-hour service, as needed, except for Specialty category.
- Contractors shall utilize Microsoft Project for all project scheduling.
- When requested by Owner, Contractors shall distribute printed notifications to residents and businesses in the project area. Notifications shall be provided by the Water Authority to be printed and distributed by Contractor at least 7 days prior to work being performed.
- Contractors shall comply with the Wage Determination applicable to the Project attached to the RFO or otherwise provided by the Water Authority, indicating prevailing wage and fringe benefit rates to be paid for the Project. There is no representation on the part of the Water Authority that labor can be obtained at the hourly rates shown in a Wage Determination. It is the responsibility of the Pre-Qualified Contractor to be informed as to local labor conditions and prospective changes or adjustments of wage rates and fringe benefit rates. No increase in the Contract Price shall be allowed or authorized on account of the payment of wage rates or fringe benefit rates in excess of those listed.
- Contractors shall provide As-Built Drawings in accordance with the General Terms and Conditions. Cost for preparation of the As-Built Drawings shall be incidental to the Work.
- Upon completion of all Work Order projects, the Contractor shall be responsible for providing asset management data to the Owner and/or Consultant to assist in the completion of the Asset Onboarding Workbook. The asset management data that the Contractor is required to populate includes fields for information such as: nameplate information from equipment, warranty information, purchase cost of the component, expected life of the component and other similar information as applicable. A blank Asset Onboarding Workbook will be provided to the Contractor by the Owner when the project is at 80% completion. At this point the Contractor will populate the required asset information into the appropriate fields and provide a Draft Asset Onboarding Workbook to the Owner. The Owner will review the Draft Asset Onboarding Workbook, note any deficiencies and return the draft with comments. Prior to the approval of the final pay application, the Contractor will submit a Final Asset Onboarding Workbook with all required fields populated.
- The following activities may be required for projects awarded under this contract and, unless otherwise indicated, shall be incidental to the project cost:
 - o Pre-construction survey and construction staking
 - o Post-construction survey and pre- and post-construction CCTV video
 - o Erosion control/SWPPP
 - o Required permits
 - o Bypass pumping
 - o Site safety and security

- Projects in excess of \$60,000 require issuance of a Wage Decision in accordance with the Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA 1978. The contractor and all contracting tiers on a public works project must fill out and submit to the Owner all forms as required by the Public Works Minimum Wage Act. The Public Works Forms include, but may not be limited to, the Notice of Intent to Pay Prevailing Wages, Bi-Weekly Certified Payrolls, Affidavit of Wages Paid for the general contractor and all subcontractors, and other forms as may be required by the Director of the New Mexico Department of Workforce Solutions.
- Registration of the Pre-Qualified Contractor, serving as a prime contractor or not, with the Labor Relations Division of the New Mexico Workforce Solutions Department, if submitting an Offer or qualifying for a Work Order Project valued at more than sixty thousand dollars (\$60,000) and compliance with the Public Works Minimum Wage Act (Sections 13-4-10 to 13-4-17 NMSA 1978). Further information can be found in the General Terms and Conditions referenced in the RFP.
- If required by the Water Authority, submittal of the form, Listing of Additional Subcontractors/Suppliers, with its Offer or at the time requested by the Water Authority. If requested by the Water Authority, such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization. If the Water Authority, after due investigation, has reasonable objection to any proposed Subcontractor or other listed individual or business, the Water Authority may request the Contractor to submit an acceptable substitute. Any Subcontractor, or other company so listed and to whom the Water Authority does not make objection prior to giving approval will be deemed acceptable to the Water Authority.
- Payment of liquidated damages, if any, assessed for failure to start or complete Work, the amount per calendar day, or portion thereof shown in the Work Order Authorization Form. Additional information relating to liquidated damages can be found in the General Terms and Conditions, referenced in the RFP.
- Submittal of the insurance certificates or policies described in the General Terms and Conditions referenced in of the RFP, or as requested by the Water Authority, prior to commencement of Work under the Work Order.
- Submittal of surety bonds required by the Water Authority, including but not limited to, a bid bond in the amount of 5% of the Work Order amount offered, if required, and a performance bond and/or a labor and materials payment bond each in the amount of 100% of total Work Order Contract Price, if the cost of this Project exceeds twenty-five thousand dollars (\$25,000). Additional information and instructions regarding bonds can be found in the General Terms and Conditions referenced in the RFP.
- Direct payment of all license and royalty fees for products or for processes utilized for the Work Order Project.
- Supply of all utilities and water for the Project in compliance with the City of Albuquerque's Water Conservation Landscaping and Water Waste Ordinance, Sections 6-1-1-1, et seq. ROA 1994, and the Water Authority's Wastewater Ordinance, Sections 4-1-1 et seq.
- If applicable, submittal of a certificate from the Secretary of the New Mexico Taxation & Revenue Department or the Secretary's delegate that the requirements of Section 7 1 55

NMSA 1978 have been met and that a Gross Receipts Tax Surety Bond has been furnished to the State of New Mexico.

3. **WORK ORDER SELECTION METHODS.** The Water Authority will issue individual Work Orders under the Contract resulting from this RFP for construction projects of the type described in the RFP. Work may be in any location or locations within Bernalillo County, dependent upon the needs of the Water Authority. Individual Work Orders will be made up of any combination of Projects required and may be issued at any time during the term of this Contract. The Water Authority does not guarantee any number of Work Orders or dollar value of Work Order Projects will be awarded under a Contract issued to a Pre-Qualified Contractor pursuant to this RFP.

In selecting a Pre-Qualified Contractor for a Work Order Project, the following criteria may apply: approach to complete the Services, experience of the Contractor and its Superintendent/Project Manager and project team, experience of proposed subcontractor(s), the nature and urgency of the Services, locality of the Project team, coordination with the Water Authority's needs, coordination with other Services currently being provided, performance on previously issued Work Orders under this RFP and/or other Water Authority projects, scheduling and available staffing, emergency manpower rates, standard manpower rates, equipment rates, cost factors, and other similar criteria.

Work Orders may be assigned following:

- A Request for Offers ("RFO") from all or fewer Pre-Qualified Contractors.
- Selection of a single Pre-Qualified Contractor due to special circumstances for which Standard Rates have been established.
- Selection by rotation of a Pre-Qualified Contractor for emergency or critical preventative maintenance for which Emergency Rates have been established.
- i. *Request for Offers.* For certain Projects, the Water Authority will issue an RFO, including a description of Project requirements, and, if available, will attach Project Technical Specifications and Drawings. The RFO will be provided to Pre-Qualified Contractors electronically, at the discretion of the Water Authority. If necessary, the Water Authority Project Manager will meet with the Pre-Qualified Contractors to review the scope of the proposed Work Order and/or to visit the Project site.

Pre-Qualified Contractors will prepare and submit Offers as required by instructions in the RFO.

Offers submitted for each Work Order Project may not be withdrawn for a period of fifty-five (55) calendar days after the scheduled closing time for receipt of offers.

i. **Instructions for RFOs.** The deadline for Work Order Offers ("Offers") will be stated in the Request for Offers ("RFO") and the Offers will be delivered to the Water Authority electronically.

The terms used in the RFO Documents shall have the meanings assigned to them in the Procurement Ordinance and in the General Terms and Conditions, referenced in Part III of the RFP, Contract Terms and Conditions.

Neither the Water Authority nor the Contractor assumes responsibility for errors or misinterpretations resulting from the use of incomplete RFO Documents.

Any explanation desired by an Offeror regarding the meaning or interpretation of the RFO may be requested in writing at any time. For best consideration, questions should be submitted at least ten (10) calendar days prior to the date for receipt of Offers or in accordance with the deadline for questions as provided in the RFO Documents. Questions shall be submitted to the Water Authority representatives in writing and may be submitted via email.

Before submitting an Offer, each Offeror or Pre-Qualified Contractor must:

- Examine the RFO thoroughly, including, but not limited to any and all attachments.
- Take any steps necessary to familiarize itself with local conditions that may in any manner affect the performance of the Work.
- Familiarize itself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the Work and employment of labor thereon.
- Familiarize itself with the Bernalillo County Procurement Ordinance and the applicable Water Authority policies, regulations and ordinances.
- Carefully correlate its observations with the requirements of the RFO.

The submission of an Offer will constitute an incontrovertible representation by the Offeror or Pre-Qualified Contractor that it has complied with every requirement of the RFO, and that the RFO is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Addenda to the RFO shall be in writing delivered electronically, at the discretion of the Water Authority, to all prospective Pre-Qualified Contractors. Copies of Addenda will be made available for inspection wherever the Work Order Documents are on file for that purpose. No Addendum will be issued later than five (5) calendar days prior to the date for Receipt of Offers, unless deemed critical by the Chief Procurement Officer or otherwise provided in the RFO. Each Addendum shall be a part of the RFO, to the same extent and as though contained in the original documents and itemized listings thereof and all Offerors shall be bound by such Addenda. Failure to obtain an Addendum shall not be grounds for overturning a Recommendation of Award. If an Addendum affects an Offer already submitted, it may be changed at any time up to the deadline for receipt of Offers. Each Pre-Qualified Contractor shall ascertain, prior to submitting its Offer, that it has received all Addenda issued and shall acknowledge such receipt in its Offer.

Offers may be modified or withdrawn only by written notice delivered to the Central Purchasing Office, provided such notice is received prior to the deadline for receipt of Offers. The notice must be duly executed in the manner required for execution of an Offer.

After the deadline for receipt of Offers, Offers may be modified or withdrawn only if permitted by the Central Purchasing Office and in the best interest of the Water Authority. The decision to permit or deny modification or withdrawal of an Offer shall be supported by a written determination which shall set forth the grounds of the decision and be placed in the specific procurement file.

If withdrawing its Offer, a Pre-Qualified Contractor must present proper identification before its retrieval will be allowed.

Offers may be reviewed for a period of up to fifty-five (55) days.

The Water Authority is not restricted to the minimum information required by the RFO in determining the responsiveness of an Offer and responsibility of a Pre-Qualified Contractor and any relevant information from reliable sources may be considered. The Water Authority may also request clarification from Pre-Qualified Contractors regarding their Offers, obtain additional materials or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

The Water Authority may cancel an RFO, or any portion of an RFO, or the resulting Work Order without penalty or reject any or all Offers in whole or in part when it is in the best interest of the Water Authority. Notice of rejection of Offers will be emailed to Pre-Qualified Contractors. Pre-Qualified Contractors whose Offers are rejected for any reason shall not be entitled to recover damages of any nature against the Water Authority resulting from the rejection. A determination containing the reasons for the rejection or cancellation shall be made part of the procurement file.

A Pre-Qualified Contractor awarded a Work Order shall deliver to the Water Authority the signed Work Order Authorization Form and other required documents within a reasonable time following receipt or as otherwise provided in the RFO.

The final choice of a Pre-Qualified Contractor for a Work Order Project is at the discretion of the Water Authority.

Additional information may be requested as needed and interviews may be conducted if determined necessary by the Project Manager.

If required, Pre-Qualified Contractors shall furnish with their Offers a Bid Bond, which shall be issued by a surety duly authorized to conduct business in the State of New Mexico and acceptable to the Water Authority, and which bond shall be in the amount of five percent (5%) of the total amount of the Offer. Such surety shall be named in the most current version of the U.S. Department of the Treasury's Listing of Approved Sureties, Circular 570, which can be found at www.fiscal.treasury.gov. Pre-Qualified Contractors shall require the Attorney-in-Fact who executes the required Bond on behalf of the surety to affix to the Bond a certified and current copy of his Power of Attorney.

When a Project is subject to the provisions of the Subcontractors Fair Practices Act ("SFPA"), Sections 13-4-31 et seq., NMSA 1978, at the Threshold amount (the "Threshold") stated in the RFO or otherwise provided by the Water Authority.

If subject to the SFPA, the Pre-Qualified Contractor shall, on the SFPA Listing of Subcontractors Form provided by the Water Authority, define the categories of Work done by each Subcontractor providing Work for the Project and shall list no more than one Subcontractor for each such category, provided, however, that such listing shall not include Subcontractors whose Work does not exceed the Threshold. Such list shall give the name and city or county 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 an amount exceeding the Threshold.

Those Subcontractors whose Work does not exceed the Threshold shall be listed on the list of additional subcontractors and suppliers submitted with the offer, if required.

An offer submitted by a Pre-Qualified Contractor who fails to comply with SFPA requirements above is a non-responsive offer and shall not be accepted.

No Pre-Qualified Contractor whose offer is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original offer without the written consent of the Water Authority.

No Pre-Qualified Contractor whose offer is accepted shall sublet or subcontract any portion of the Work in an amount exceeding the Threshold where the original offer did not designate a subcontractor, unless:

- The Pre-Qualified Contractor submitting this offer received no bid for that category – note: The Pre-Qualified Contractor must designate on the form, SFPA listing of subcontractors, that "no bid was received"; or
- The Pre-Qualified Contractor received only one bid for that category – note: The Pre-Qualified Contractor must designate on the form, SFPA Listing of Subcontractors, that "only one bid was received" together with the name of that subcontractor. This designation shall not occur more than one time on the SFPA Listing of Subcontractors; or
- The Work is pursuant to a Change Order that causes changes or deviations from the original Contract.

If a Contractor fails to list a Subcontractor in excess of the Threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform, and that he shall perform that portion of the Work himself. If after the award of the Contract the Contractor subcontracts any portion of the Work, except as provided in the Subcontractors Fair Practices Act, the Contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

Compliance with the provisions of the "Subcontractors Fair Practices Act", Sections 13-4-31 et seq., NMSA 1978 (the "SFPA"), for the Work identified by the Water Authority at Threshold specified in the RFO or as otherwise provided by the Water Authority. When this Act is applicable, a Pre-Qualified Contractor submitting an Offer or otherwise qualifying must complete and submit with its Offer or at the time requested by the Water Authority, the SFPA List of Subcontractors contained in this Appendix, and comply with the requirements of the SFPA.

ii. *Special Circumstances Work.* If any of the following special circumstances exist, the Water Authority may select a particular Pre-Qualified Contractor to provide the necessary Work:

- The Work is being performed in coordination with one or more other public utilities and the nature of the Work is such that utilizing the same contractor already being used by the other public entities will provide clear and immediate project efficiencies, cost savings, and other advantages that will positively impact the public and Owner.

- The specialized nature of the Work is such that a particular Pre-Qualified Contractor has demonstrably superior experience, resources, and responsiveness to quickly and cost-effectively perform the Work.
- The Work to be performed is related to a previous project, and a particular Contractor has unique experience and historical knowledge that will substantially reduce cost and work time for Owner.
- The Work to be performed is in the immediate vicinity to an already-active project being performed by a particular Pre-Qualified Contractor, thus offering substantial project cost savings and an accelerated work schedule due to Project coordination and mobilization/demobilization reductions for Owner.
- Similar special circumstances determined at the discretion of the Water Authority to warrant selection of a particular Pre-Qualified Contractor.

i. **Instructions for Special Circumstances Work.** The Water Authority, at its discretion, may assign Work Orders to Pre-Qualified Contractors at the Standard Rates for the types of work identified in the RFP. Offerors have submitted with their Proposals their standard equipment and standard manpower rates which apply to the Work for a non-emergency, planned project (asset rehabilitation, repair, replacement, or new construction) and these rates will be negotiated and become a part of the Contract (the “Standard Manpower and Equipment Rates”).

In the event of special circumstances work, the Water Authority may obtain an informal proposal from the Pre-Qualified Contractor selected prior to negotiations. The Water Authority reserves the right to negotiate a lump sum price or unit prices lesser than the estimated project cost using the Standard Rates.

For Special circumstances work, the Project Manager will create a Work Order Authorization documenting the specific reasons for the selection of the Pre-Qualified Contractor for the current Project. The selection shall require approval by the Planning and Engineering Chief Engineer, Division Manager and the Chief Operating Officer, or their successors. The selection reasons and any additional justification for the award of the Work Order shall be included in the procurement file. The final choice of a Pre-Qualified Contractor for a Work Order Project is at the discretion of the Water Authority.

iii. *Emergency and Critical Preventative Maintenance.* If the Water Authority, at its discretion, determines that an emergency exists or critical preventative maintenance is required, a Pre-Qualified Contractor may be selected from a pre-arranged rotation schedule to provide the necessary services. Selection of a prospective Contractor by this method may occur if urgent public need or safety dictates that utility installation, repair or rehabilitation work be performed with all available speed and immediacy to restore service and/or maintain safety within the public right-of-way or other critical location.

i. **Instructions for Emergency and Critical Preventative Maintenance Work.** Mobilization and start of the Work must occur within 24 hours, unless otherwise approved by the Water Authority, of receipt of a verbal authorization to be followed up with a written authorization. As soon as possible after mobilization and the initial work required to deal with the emergency or critical preventative maintenance situation, the selected Contractor,

if so requested by the Water Authority, will provide an estimate of the time and materials cost for the remainder of the Work. If acceptable, the Water Authority will issue a written Work Order Authorization. If unacceptable, the Contractor will be compensated only for the Work provided prior to submitting the required estimate at the established rates.

Offerors have submitted with their Proposals their standard equipment and emergency manpower rates which apply to the initial work required for an emergency or critical preventative maintenance situation and these rates will be negotiated and become a part of the Contract (the "Emergency Rates").

All standard equipment and emergency manpower rates include all overhead and profit. An additional markup on equipment and manpower rates will not be permitted.

For portions of the Work to be completed by a subcontractor, markup is not to exceed ten percent (10%).

Markup on materials and services, including equipment rental, necessary to complete the Work is not to exceed ten percent (10%).

For emergency projects that require bypass pumping or dewatering services, Contractors must be available for night and weekend work as directed by the Water Authority.

4. **NEGOTIATION.** Following evaluation and selection of a Contractor for a Work Order Project the Water Authority may negotiate with the Contractor to establish the Work Order Contract Price, a time and schedule for completion of the Work Order Project and additional terms as needed.

Should the Water Authority and a Pre-Qualified Contractor be unable to negotiate pricing, scheduling or other terms of a proposed Work Order, the Water Authority may resolicit the Project, may select another Pre-Qualified Contractor, or may elect to terminate the Work Order authorization process for that Work. In the latter event, the Water Authority may proceed to obtain the services by solicitation or other means available under the Procurement Ordinance, without further obligation.

5. **EXECUTION AND DELIVERY/AUTHORIZATION REQUIRED.**

- i. *Work Order Authorization.* Following successful negotiations, The Water Authority will prepare a Work Order Authorization. The Work Order Authorization Form will be provided to the selected Contractor for signature and return to the Water Authority with all documents required, including, but not limited to bonds, insurance certificates and required forms. Failure of the Contractor to deliver the required documents within a reasonable time after receipt shall entitle the Water Authority to rescind the Work Order Authorization; except that in the event of an emergency or providing critical maintenance, these documents may be provided by the selected Contractor after start of the Work but as soon as possible.

- ii. *Notice to Proceed.* After final approval by the Water Authority, a purchase order will be issued for the Project and the purchase order and Work Order Authorization Form will be returned to the Contractor, in hard copy or electronically, as a Notice to Proceed with the Work. In the event of an emergency or the need for critical maintenance, the Contractor may proceed with the Work on receipt of verbal authorization from the Water Authority. In all other circumstances, the Contractor must not proceed with the Work until receipt of proper

authorization, i.e. a validly signed Work Order Authorization Form and purchase order and will not receive payment for Work performed without this authorization.

iii. *Work Order Adjustment.* Changes to the Contract Price or the Contract Time of an authorized Work Order shall be by an approved Work Order Adjustment. In particular, overtime will not be paid unless so authorized by the Water Authority.

6. PROGRESS REPORTS. Unless waived by the Water Authority, the Contractor shall submit a progress report once each calendar month, on or before the fifteenth day of the month for the preceding month, showing the status of all outstanding Work Orders awarded to the Contractor that pertain to its Contract. These reports shall include the following items.

- Work Order number
- Short project title
- Date Work Order issued to Contractor
- Scheduled start date for Work Order
- Percent (%) completed for lump sum Work Orders
- Invoices for subcontractors and reimbursable expenses
- Scheduled acceptance date
- Anticipated acceptance date
- If construction exceeds time allowed or requires rescheduling, the reason therefor shall be indicated by the Contractor.

7. PERCENTAGE OF WORK LISTING. The Pre-Qualified Contractor that is selected for a Work Order Project, through an RFO or other method, must perform with its own personnel a minimum of fifty-one percent (51%) of the Work required. The Water Authority shall determine, in its discretion, if this requirement has been met, and reserves the right to reduce or waive this requirement if it is in the best interest of the Water Authority. This subcontracting limitation is to prevent a Pre-Qualified Contractor from subcontracting Work to others who have not pre-qualified pursuant to the RFP. The Water Authority reserves the right to remove a Pre-Qualified Contractor from the emergency rotation schedule for failure to comply with this requirement.

8. PERFORMANCE AND LABOR AND MATERIAL PAYMENTS BOND.

i. Simultaneously with delivery of the executed Work Order, the Contractor shall furnish separate surety bonds each in the amount of one hundred percent (100%) of the total Work Order Contract Price, as follows:

- A Performance Bond as security for the faithful performance of the Work Order Contract; and
- A Labor and Material Payment Bond for the payment of all labor and material.

The Contractor shall require the Attorney-in-Fact who executes the required Bonds on behalf of the surety to affix to the Bonds a certified and current copy of his Power of Attorney.

ii. Such bonds are submitted as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents.

iii. The Performance Bond shall also include coverage for the Correction Period identified in Section 13.7 of the General Terms and Conditions.

iv. The surety on the Performance Bond shall furnish a waiver whereby he consents to the progress or partial payment to Contractor of amounts for materials under the provisions of Section 14.2 of the General Terms and Conditions, and acknowledges, in accordance with Section 14.11 of the General Terms and Conditions that such payment, whether or not in strict compliance with these provisions shall not preclude or stop the Water Authority from showing the true character and quantity of the materials furnished or from recovering from Contractor or his sureties such damages as the Water Authority may sustain by reason of deficiency in quantity of the materials with respect to which a progress payment was made.

v. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico and acceptable to the Water Authority and shall be named in the most current version of the U.S. Department of the Treasury's Listing of Approved Sureties, Circular 570, which can be found at www.fiscal.treasury.gov.

vi. Prior to delivery of the executed Agreement by the Water Authority to Contractor, the Water Authority may require Contractor to furnish such other Bonds in such form and with such sureties or insurers, as the Water Authority may require. If such other Bonds are specified by written instructions given prior to receipt of Offers in response to a Request for Offers, the premiums shall be paid by Contractor; if subsequent thereto, they shall be paid by the Water Authority (except as otherwise provided in Section 6.3 of the General Terms and Conditions).

vii. Failure of the Contractor to deliver these surety bonds correctly and fully completed and signed within the time required shall entitle the Water Authority to reject the Offer and rescind the Notice of Award. In such event, the Water Authority shall be entitled to cancel the procurement of the Project, resolicit, or award to the next responsive and responsible Pre-Qualified Offeror.

viii. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of New Mexico is revoked, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to the Water Authority.

9. SAFETY.

i. Contractor must have and maintain a written safety program compliant with current OSHA Standards, 29 CFR 1926-1910.

ii. Current employees of the contractor shall have 10-hour OSHA cards in Construction Industry Safety.

10. AFFIRMATIVE ACTION POLICY.

i. Contractor must have and maintain a written Affirmative Action Policy.

11. MOBILIZATION/DEMobilIZATION

This work shall consist of preparatory and final work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from each work order project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and, for all other work and operations which must be performed

or costs incurred prior to beginning work on the project, and subsequent to the completion of such work.

Mobilization will be measured and paid for as lump sum per the Mobilization/ Demobilization Offer Item. The value of the Mobilization/Demobilization shall not exceed 5% of the Subtotal Base Offer. The Subtotal Base offer includes the cost of all offer items included in a particular work order, excluding Mobilization/Demobilization, taxes, permits and allowances. The percentage offer for Mobilization/Demobilization shall not exceed 5% of the Subtotal Base Offer.

Payment Procedures: Payment will be rendered using the following procedure:

- If the Contractor has performed Work representing less than twenty five percent (25%) of the Total Original Contract Amount less mobilization/demobilization, the Water Utility Authority will pay 50% of the mobilization/demobilization offer amount;
- If the Contractor has performed Work representing one hundred percent (100%) of the Total Original Contract Amount less mobilization/demobilization, the Water Utility Authority will pay 100% of the mobilization/demobilization offer amount;
- The Water Utility Authority will not make additional payments for mobilization/demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

12. VIDEO RECORDING DOCUMENTATION

This work shall consist of videoing existing conditions of the construction area, and structures, and areas adjacent to the limits of construction before work commences. Special attention shall also be paid to items such as structures and properties abutting the project limits, and watercourses and other areas subject to damage or erosion, and as directed by the Engineer.

The Contractor shall furnish at least one digital camera and appurtenances for the duration of the project. The equipment shall be:

- Capable of producing a color picture when the video is viewed;
- Equipped with audio capabilities; and
- Equipped with a zoom lens.

The Contractor shall provide have at least one digital file viewing system and appurtenances for the duration of the project. The system shall be:

- Capable of reproducing a color picture with audio on a television screen; and
- Capable of slow motion, stop for viewing of single picture image, and reverse controls.

The Contractor shall supply a sufficient number of digital files to record video the entire construction area and adjacent areas before construction commences, and as required or directed by the Owner during and after construction. Each digital file shall be titled, catalogued, dated, sequenced in chronological order, and all categories cross referenced with each other. A copy of each digital file shall be submitted to the Owner immediately after it has been recorded onto, or as requested by the Owner. This copy shall also be titled, catalogued, dated, sequenced, and all categories cross referenced with each other; and will remain the property of the Owner upon acceptance by the Owner.

The digital camera equipment operator shall be familiar with, and have experience using the video recording equipment.

The Contractor shall video record all drainage structure inlets and outlets, adjacent building structures, and locations where construction will be performed.

The maximum speed of camera movement shall not exceed 1.22 meters per second.

Pre-Construction video recording for each area on the project shall take place not more than fourteen (14) days prior to beginning construction in that area or as directed by the Engineer

During all videotaping, the Contractor shall provide an audio explanation of significant features observed during video recording.

Any notification to the Contractor of any damages or any concerns/remedies resulting from construction activities shall be relayed to the Engineer.

The Contractor shall video record front and side views, including close-ups of each view both interior and exterior, for any features or facilities that may be affected by construction. Where cracks exist on building structures, the Contractor shall place a scale next to the crack and video record to show existing crack size. Such features may include, but are not limited to, all buildings, fences and landscaping adjacent to the project limits.

The Contractor shall record the construction area immediately following rainfall over the area to ascertain drainage patterns. This videotaping shall take place before commencing construction when possible.

Recording equipment and operator shall be on-site within 1 hour at the Owner's request.

The video viewing system and the appropriate recording media shall be available for meetings as scheduled, and at the request of the Engineer.

The quality of the visual and audio portions of the video recordings, and the method of indexing of locations on the video recordings, shall be acceptable to the Engineer. Video recordings or portions of video recordings deemed defective or substandard shall be re-recorded.

The Contractor is directed to specifically include video of:

- All existing sidewalks, curb and gutter, and similar surface construction features adjacent to the work being performed.
- Concrete interior walls and floors of structures to be renovated.

The video recordings will be used to determine any impacts on structures and areas due to the Contractor's operations.

The Contractor shall furnish all labor, tools, equipment, material, and other appurtenances necessary to complete the work.

Costs for the work in this Section shall not be paid for separately, but shall be considered incidental to the contract work to be accomplished.

13. OWNER USE OF THE PROJECT SITE

The Owner may utilize all or part of the existing Site and existing facilities during the entire period of construction for the conduct of the OWNER'S normal operations and for other Owner projects.

Cooperate and coordinate with the Owner to facilitate the Owner's operations and projects and to minimize interference with the other contractor's operations at the same time. In any event, the Owner shall be allowed safe access to the Project Site during the period of construction.

14. TIME OF WORK AND OVERTIME NOTIFICATION

No work shall be performed between 6:00 p.m. and 7:00 a.m., or on Sundays or legal holidays except as otherwise indicated herein for critical traffic areas, without the prior written permission of the Owner. However, critical maintenance or emergency work may be completed without prior approval.

If Contractor, for convenience, should desire to work outside of normal hours, written authorization must be obtained from the Owner prior to start of the work.

15. PROJECT MEETINGS

A. Preconstruction Conference

Prior to the commencement of Work at the Site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the Contractor's Project Manager, its Field Superintendent, its Safety Representative, and its Subcontractors as the Contractor deems appropriate. Other attendees will be:

- Owner's construction manager
- Representatives of Owner
- Governmental representatives as appropriate
- Others as requested by Contractor, Owner, or Owner's construction manager
- Consultant
- Contractor's personnel assigned to scheduling. In the event Contractor elects to utilize an outside firm to perform its scheduling requirements, the responsible personnel from such firm is required to attend.

Bring to the conference the submittals indicated in project specifications related to submittals. The purpose of the conference is to designate responsible personnel, discuss contract requirements and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the Contractor prior to the meeting date. Any additions to the agenda by Contractor must be forwarded to the Owner at least 24 hours prior to the scheduled meeting date and time.

The Contractor shall be prepared to discuss all of the items listed below.

- Contractor's schedules as required by Contract.
- Transmittal, review, and distribution of all documents between the Contractor and the Owner including Contractor's submittals, RFIs, survey requests, etc.
- Processing applications for payment.
- Maintaining record documents.
- Critical Work sequencing.
- Field decisions and Change Orders.
- Use of project site, office and storage areas, security, housekeeping, and Owner's needs.
- Major equipment deliveries and priorities.

- Permits required for construction.
- Utilities required for construction.
- Contract Authority and channels of communication.
- Coordination with others.
- Conflict resolution procedures.

The Owner's project manager will preside at the pre-construction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

B. Progress Meetings

The Owner's project manager or Engineer will schedule and hold regular on-site progress meetings at least bi-weekly and at other times as requested by Owner's construction manager or as required by progress of the Work. The Contractor, Owner's project manager and all Subcontractors active on the Site must attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.

The Owner's project manager or Engineer will preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the Work, discuss safety, maintain coordination of efforts, discuss commercial issues, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor is required to present any issues which may impact his Work, with a view to resolve these issues expeditiously.

C. Subcontractor Coordination Meetings

The Contractor is expected to conduct regularly scheduled coordination meetings with subcontractors, suppliers, and manufacturers to manage and ensure the smooth progression of the work. Request representation at each meeting by all applicable parties involved in the coordination of current activities or concerned with the planning of upcoming work. During each meeting, the following topics need to be addressed:

- The development of a four-week look-ahead schedule (to be distributed to the Owner at the subsequent progress meeting).
- Any concerns relating to the progress of the work.
- Any other items as deemed necessary by any of the related parties.

D. Pre-Activity/Specialty Coordination Meetings

Pre-Activity meetings are to be held no later than twenty-four (24) hours prior to the execution of any activity requiring inspection or as deemed necessary by the Owner. Required attendees should include at a minimum the Owner's construction management team, the Contractor's Project Manager, Field Superintendent and any other related personnel.