
Meeting Date: October 19, 2016
Staff Contact: Anthony Montoya Jr., P.E., Chief Engineer

**TITLE: C-16-27 - Recommendation of Award, On-Call Construction Services
2015-3 Plant Facilities; Project No. 1555.000**

ACTION: Recommend Approval

SUMMARY:

The Water Authority solicited proposals to pre-qualify multiple contractors to perform emergency/on-call construction services as well as capital construction projects at various facilities managed by the Water Authority's Plant and Field Divisions.

The RFQ was posted on the Water Authority's website and advertised in the local newspaper. Five responses were received.

The Ad Hoc Advisory Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFQ. The ad hoc committee recommends award of contracts to the following top four evaluated offerors: ABI, Inc., AUI, Inc., RMCI, Inc., and TLC Plumbing & Utility.

FISCAL IMPACT:

The funding to support this contract is appropriated for Fiscal Year 2017.

Memo

To: Mark S. Sanchez, Executive Director
From: Anthony L. Montoya, Jr. P.E., Chair, Ad Hoc Committee *AM*
Date: October 12, 2016
Re: **RECOMMENDATION OF AWARD – ON-CALL CONSTRUCTION SERVICES 2016.1 PLANT FACILITIES; Project No. 1555.000**

The Albuquerque Bernalillo County Water Utility Authority ("Water Authority") issued the subject Request for Qualifications (RFQ) for On-Call Construction Services 2016-1 Plant Facilities. The purpose of the RFQ is to pre-qualify multiple contractors to perform emergency/on-call construction services as well as capital construction projects at various facilities managed by the Water Authority's Plant and Field Divisions.


The RFQ was advertised in the local newspaper and posted on the Water Authority's web site. A total of five (5) responses were received and were evaluated. The Ad Hoc Advisory Committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFQ. Pursuant to the process outlined in the Regulation Governing the Award and Rejection of Bids/Offer and Debarment of Contractors for Public Works Projects of the City of Albuquerque and the subject RFQ, the Ad Hoc Advisory Committee is submitting the following list, in ranking order for your review:

<u>Offeror</u>	<u>Total Composite Score</u>	<u>Total Composite Score w/Preferences</u>
ABI, Inc.	318	343
AUI, Inc.	410	435
TLC Plumbing & Utility	442	467
RMCI, Inc.	432	457
US Electrical Corp.	252	277

The Ad Hoc Committee recommends award of contracts to the top four (4) Offerors, TLC Plumbing & Utility, RMCI, Inc., AUI, Inc., and ABI, Inc., based on results of the evaluation by the committee and estimated needs of the Water Authority.

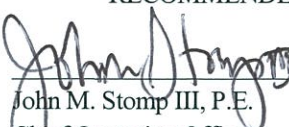
This solicitation will be presented to the Board for approval.

APPROVED:


Mark S. Sanchez
Executive Director

Date: 10/12/16

RECOMMENDED:


John M. Stomp III, P.E.
Chief Operating Officer

Date: 10/12/16

Attachments: Copy, Ad Hoc Advisory Committee Memo
Copy, Composite Score Sheet
Copy, RFQ On-Call Construction Services 2016-1 Plant Facilities Project No. 1555.000

Original: Patty Jenkins, Executive Services Coordinator
Copy: Kelli De Angelis-Craig, Contract Administrator

Title

Request for Qualifications On-Call Construction Services 2016-1Plant Facilities Project No. 1555.000

EVALUATOR	EVALUATION CRITERIA	EVALUATION FACTORS	OFFERORS				
			ABI, Inc	AUI, Inc	TLC Plumbing & Utility	RMCI, Inc.	U.S. Electrical Corp.
AM	Company Past Performance:	Up to 30	18	20	25	25	10
NM	Years in construction industry; experience in Water treatment and wastewater; treatment plant renovation work and/or new plant facilities construction projects		20	25	20	25	15
VD	Experience with similar projects target/actual contract amount, target/actual schedule;		22	23	26	27	25
EA	liquidated damages; client satisfaction; safety rates; compliance with local laws		15	30	30	30	5
TP	and regulations; insurance and claims history; bonding capacity.		20	28	26	25	24
	SUB TOTAL		95	126	127	132	79
AM	Personnel Past Performance:	Up to 20	14	15	16	17	10
NM	Exp. of principal members and key personnel in construction		20	20	20	20	10
VD	industry & w/water treatment plant or wastewater treatment plant facilities		15	16	16	17	13
EA	projects; equipment owned & operated; work performed with own forces;		10	20	20	18	5
TP	% of work subcontracted; personnel exp. With target/actual contract amount & target/actual schedule; safety compliant; compliance w/laws/regs.		15	10	18	18	8
	SUB TOTAL		74	81	90	90	46
AM	Management Plan:	Up to 20	10	15	17	18	10
NM	Overall technical and organizational capability including management team, staffing, and		5	15	20	15	10
VD	scheduling approach to projects; emergency response experience and plan; concrete		11	13	15	17	14
EA	cylinder pipe welding experience; QA/QC plan; safety program.		10	20	20	18	15
TP			10	15	18	18	16
	SUB TOTAL		46	78	90	86	65
AM	Company Capability:	Up to 20	15	15	19	17	10
NM	Experience of principal members and key personnel in the construction of multidiscipline		15	15	15	10	5
VD	projects involving civil, building mechanical, plumbing, electrical, instrumentation and controls; c		15	16	17	17	11
EA	other than water and wastewater treatment plant facilities; equipment owned and operated; .		10	20	20	18	5
TP	work performed with own forces; percentage of work subcontracted; etc.		10	16	18	18	8
	SUB TOTAL		65	82	89	80	39
AM	Local Preferences:	Up to 10	5	7	10	9	0
NM	Contractor's experience in successfully completing water treatment plant or wastewater		10	10	10	10	5
VD	treatment plant facilities projects ingreater Albuquerque metropolitan area; experience		8	8	8	8	5
EA	working on Water Authority Projects; familiarity with the City of Albuquerque's Standard		10	10	10	10	5
TP	Specifications for Public Works Construction.		5	8	8	7	8
	SUB TOTAL		38	43	46	44	23
	TOTAL COMPOSITE SCORES	Up to 500	318	410	442	432	252
	Resident Contractor Preference up to 5 %	% Points Given	25	25	25	25	25
	Resident Veteran Contractor Preference up to 10%	% Points Given	0	0	0	0	0
	TOTAL COMPOSITE SCORES WITH PREFERENCES		343.0	435.0	467.0	457.0	277.0
	RANKING		4.0	3.0	1.0	2.0	5.0
			ABI, Inc	AUI, Inc	TLC Plumbing & Utility	RMCI, Inc.	U.S. Electrical Corp.



Memo

To: Mark S. Sanchez, Executive Director
From: Anthony L. Montoya, Jr. P.E., Chief Engineer *AM*
Date: August 10, 2016
Re: **RFQ AD HOC COMMITTEE – ON-CALL CONSTRUCTION SERVICES
2016-1 Plant Facilities**

The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee ("Committee") for the Request for Proposals for On-Call Construction Services 2016-1 Plant Facilities. This Committee will review and evaluate the proposals and submit a ranked list of Offerors to you for selection.

Anthony L. Montoya, Jr. P.E., Chief Engineer, Committee Chair
Nancy Musinski, P.E., Principal Engineer
Victoria Dery, P.E., Principal Engineer
Elizabeth Anderson, P.E., Senior Engineer
Travis Peacock E.I.T, Engineering Assistant

Kelli De Angelis-Craig, Contract Administrator, will manage the Request for Qualifications and serve as a procedural advisor to the Committee.

I respectfully request your approval of this Committee so that the solicitations can be published.

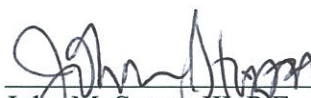
APPROVED:

RECOMMENDED:



Mark S. Sanchez
Executive Director

Date: 8/15/16



John M. Stomp III, P.E.
Chief Operating Officer

Date: 8/10/16

Original: Kelli De Angelis-Craig, Contract Administrator
Copy: Patty Jenkins, Executive Services Coordinator

Albuquerque Bernalillo County Water Utility Authority

Request for Qualifications

Project Number: 1555.000

ON-CALL CONSTRUCTION SERVICES 2016.1 PLANT FACILITIES



**Proposal Advertisement dates are
August 31, 2016 and September 7, 2016
in the Albuquerque Journal**

Due Date: September 23, 2016 NLT 3:00 p.m. MDT
The time and date proposals are due shall be strictly observed.

Contact Information:

**Kelli De Angelis-Craig
Contract Administrator
Albuquerque Bernalillo County Water Utility Authority
Telephone: (505) 289.3009
E-mail: kdeangelis-craig@abcwua.org**

8.17.2016

**ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS
ON-CALL CONSTRUCTION SERVICES 2016-1
PLANT FACILITIES
RFQ Project No. 1555.000**

PROPOSALS DUE: 3:00 p.m., September 23, 2016

Proposals from contractors to pre-qualify to provide On-Call Construction Services will be received until **3:00 p.m.** on the date shown above, at the office of the Albuquerque Bernalillo County Water Utility Authority, via hand-delivery to: Albuquerque Bernalillo County Water Utility Authority, Albuquerque/Bernalillo County Government Center, One Civic Plaza NW, 5th Floor, Room 5027, Albuquerque, NM 87102, or via Mail to: Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, Albuquerque, NM 87103. (Certified Mail is recommended.) No proposals will be accepted after the time specified.

Request for Qualifications ("RFQ") packets and any issued addenda are available electronically on the Albuquerque Bernalillo County Water Utility Authority ("Water Authority") website at:

http://www.abcwua.org/Contracts_Solicitations.aspx

The purpose of this RFQ is to pre-qualify multiple contractors to perform on-call construction services at various facilities managed by the Water Authority's Plant and Field Divisions. 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 St 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, lift stations, vacuum stations, odor control stations, and ferric chloride transfer stations that serve the Water Authority's wastewater collection system located throughout the Water Authority's service area. These pre-qualified, on-call contractors will be selected to perform emergency as well as various capital construction projects requiring installation, repair and/or replacement of facilities with specific needs. Typical projects may include, but are not limited to, equipment removal and replacement including but not limited to various pumps, blowers, mixers, compressors, clarifier mechanisms, ozone generators and make-up air feed systems, chemical feed systems, biological process equipment, and material handling systems along with appurtenant concrete, piping, mechanical, plumbing, structural, electrical, and instrumentation work, yard piping improvements, and related work. Work orders will be issued as necessary for projects located at various Plant and Field Division facilities. The Water Authority will ask one or more of the pre-qualified, on-call contractors to submit offers for work orders. The final choice of which on-call contractor is chosen for a work order project will be at the discretion of the Water Authority based on the criteria set forth in Section 3.2 of this RFQ.

A **MANDATORY**, pre-proposal conference will be held on **Wednesday, September 14, 2016, 10:00 a.m., at One Civic Plaza NW, 9th Floor, Room 9081, Albuquerque Bernalillo County Government Center, Albuquerque, NM 87102.** at which time and place additional information will be discussed concerning the on-call construction services. Written questions prior to the pre-proposal conference are preferred. All written questions, however, shall be submitted no later than 5:00 p.m., Friday, September 16, 2016. Questions will be accepted by E-mail, kdeangelis-craig@abcwua.org. Any interpretation of the documents will be made by Addendum duly issued. No verbal response shall be binding. Attendance at the pre-proposal conference is a prerequisite for submission of a proposal.

To be published in the Albuquerque Journal on August 31, 2016 and September 7, 2016.

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INTRODUCTION

PLANT FACILITIES RFQ PROJECT NO. 1555.000

The purpose of this RFQ is to pre-qualify multiple contractors to perform on-call construction services at various facilities managed by the Water Authority's Plant and Field Divisions. 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 St 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 and Wastewater Treatment Facilities, Bernalillo County Industrial Park (BCIP) Water Supply and Water 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, lift stations, vacuum stations, Odor Control Stations and ferric Chloride Transfer Stations that serve the Water Authority's wastewater collection system located throughout the Water Authority's service area. These pre-qualified, on-call contractors will be selected to perform emergency as well as various capital construction projects requiring installation, repair and/or replacement of facilities with specific needs. Typical projects may include, but are not limited to, equipment removal and replacement including but not limited to various pumps, blowers, mixers, compressors, clarifier mechanisms, ozone generators and make-up air feed systems, chemical feed systems, biological process equipment, and material handling systems along with appurtenant concrete, piping, mechanical, plumbing, structural, electrical, and instrumentation work, yard piping improvements, and related work. Work orders will be issued as necessary for projects located at various Plant and Field Division facilities. The Water Authority will ask one or more of the pre-qualified, on-call contractors to submit offers for work orders. The final choice of which on-call contractor is chosen for a work order project will be at the discretion of the Water Authority based on the criteria set forth in Section 3.2 of this RFQ.

The Water Authority reserves the right to pre-qualify more than one contractor and to contract with other contractors and entities to provide construction services outside of this RFQ. The Water Authority does not guarantee any dollar value or number of projects to be awarded under this RFQ.

PART 1 INSTRUCTIONS TO OFFERORS

1.1 RFQ Project Number and Title: Project No. 1555.000 “On-Call Construction Services 2016-1 Plant Facilities”

1.2 Proposal Due Date: September 23, 2016 - NLT 3:00 PM (Local Time)

The time and date proposals are due shall be strictly observed.

1.2.1 Instructions Regarding Pre-Proposal Conference: A MANDATORY, pre-proposal conference will be held on **Wednesday, September 14, 2016, 10:00 a.m., at One Civic Plaza NW, 9th Floor, Room 9081, Albuquerque Bernalillo County Government Center, Albuquerque, NM 87102**, at which time and place additional information will be discussed concerning the on-call construction services. Attendance at the pre-proposal conference is a prerequisite for submission of a proposal.

1.2.2 Mandatory Pre-Proposal Conference: This is a mandatory pre-proposal conference. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent proposal submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

1.2.3 Questions: Written questions prior to the pre-proposal conference are preferred. All written questions, however, shall be submitted no later than **5:00 p.m., Friday, September 16, 2016**. Any interpretation of the documents will be made by Addendum duly issued. Verbal answers, oral explanations or instructions given before the award of the contract or at any time will not be binding on the Water Authority. Questions will be accepted by E-mail to kdeangelis-craig@abcwua.org. Addenda shall be issued within a reasonable time, but not less than two (2) working days prior to receipt of proposals. No verbal response shall be binding.

1.3 Purchasing Office: This RFQ is issued by the Albuquerque Bernalillo County Water Utility Authority’s Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: The Albuquerque Bernalillo County Water Utility Authority (“Water Authority”), pursuant to Section 72-1-10, NMSA 1978, is granted all powers to carry out and effectuate its public and corporate purposes and is authorized to use city or county procurement processes. To this end, the Water Authority has adopted the City of Albuquerque Public Purchases Ordinance which has promulgated the “Regulation Governing the Award and Rejection of Offers and Debarment of Contractors for Public Works Projects of the City of Albuquerque”, (effective July 25, 2008). It is intended that this regulation shall govern this procurement process.

1.5 Water Authority Contact: The sole point of contact for this RFQ is the Water Authority’s Purchasing Office. Questions regarding this RFQ should be directed to the following Purchasing representative for this solicitation:

- Kelli De Angelis-Craig, Contract Administrator, Purchasing Office, ABCWUA
- Phone: (505) 289-3009 or E-Mail: kdeangelis-craig@abcwua.org
- Post Office Box 568, Albuquerque, New Mexico 87103-0568

1.6 Contract Management: The contract(s) resulting from this RFQ will be managed by the Water Authority's Purchasing Office.

1.7 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFQ must be requested in writing by E-mail to kdeangelis-craig@abcwua.org, the Water Authority contact listed in Section 1.5, submitted no later than 5:00 p.m., Friday, September 16, 2016, to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Water Authority Purchasing Office as stated herein. Oral explanations or instructions given before the award of contracts or at any time will not be binding. Any information given to a prospective Offeror concerning this RFQ, will be furnished to all prospective Offerors as an addenda to this RFQ, if such information is necessary to Offerors in submitting offers on this RFQ or if the lack of such information would be prejudicial to uninformed Offerors. Addenda shall be issued within a reasonable time, but not less than two (2) working days prior to receipt of proposals.

1.8 Proposal Documents: Offerors may obtain complete RFQ packets and any issued Addenda electronically on the Water Authority's website at: http://www.abcwua.org/Contracts_Solicitations.aspx. Complete RFQ packets will be used in preparing proposals. The Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.

1.9 Submission of Proposals: The Offeror's sealed proposal must be in the format outlined in Part 5 of this RFQ and mailed or delivered pursuant to the following requirements:

1.9.1 Proposal Package Preparation. Offeror's proposal and modifications thereof shall be enclosed in sealed packages or boxes and have the following identifying information on the outside:

- Name and Address of Offeror
- Closing Date and Time of RFQ
- RFQ Project Number
- RFQ Title
- The Purchasing representative specified in Section 1.5

1.9.2 Ship, Deliver or Hand Carry Sealed Proposals to: Albuquerque Bernalillo County Water Utility Authority, One Civic Plaza NW, 5th Floor, Room 5027, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages sent via non United States Postal Service carriers.

1.9.3 Mail Sealed Proposals to: Albuquerque Bernalillo County Water Utility Authority, Post Office Box 568, Albuquerque, New Mexico 87103. (Certified Mail is recommended.) The Water Authority shall not be responsible for the failure of mailed offers to actually be received by the Water Authority by 3:00 PM (Mountain Time) on the day of closing.

Note: The Water Authority picks up mail at the post office **only once** per day usually at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE WATER AUTHORITY NO LATER THAN 3:00 PM, LOCAL TIME AS RECORDED IN THE WATER AUTHORITY'S OFFICE.**

1.9.4 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic proposals shall be accepted.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy - 1 original and 5 copies of Proposal.** The original hard copy

must be marked "ORIGINAL". All hard copy proposals must be in 3 ring binders. Hard copies of the proposal must include a submittal letter signed by an authorized agent of each firm involved in the proposal. The letter should include appropriate contact information for each firm.

- **Soft Copy - Submit 1 Original Proposal on a CD or DVD in PDF format.** The electronic copy must be identical to the hardcopy original.

1.9.6 Submittal Checklist: Use the attached Checklist (See **Appendix D: Checklist**) to ensure that all required documents, forms, and attachments have been completed and submitted as instructed.

1.9.7 Modification and Withdrawal of Proposals: A proposal may be modified or withdrawn by an Offeror prior to the proposal due date by delivering written notice to the Water Authority contact listed in Section 1.5. Following the proposal due date a proposal may be withdrawn by delivering written notice to the Water Authority contact listed in Section 1.5. An Offeror must present proper identification before a proposal may be retrieved. If a proposal is withdrawn in accordance with this section, the security, if any, shall be returned to the Offeror. Following the proposal due date a proposal may be modified:

- To correct clerical errors which are clear on the face of the proposal and the correction for which is clear on the face of the proposal; and
- To submit a modified proposal in response to an addendum.

1.9.8 Late Proposals and Modifications: Any proposal or modification of a proposal received after the time and date for opening of proposals at the place designated for opening shall be considered late. Late proposals and modifications will not be accepted for consideration and, if possible, will be returned unopened to the Offeror.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the Water Authority's office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Addenda to the Request for Qualifications: Each Addendum shall be a part of the RFQ to the same extent as contained in the original documents and itemized listings thereof and all Offerors shall be bound by such Addenda. Addenda shall be in writing and delivered in person, by facsimile or electronically to all prospective Offerors who have obtained a RFQ packet and attended the mandatory pre-proposal conference. Each Offeror shall ascertain, prior to submitting proposal, that the Offeror has received all Addenda issued, and shall acknowledge receipt of each Addendum on their proposal.

1.12 Draft Agreement and Work Order Authorization Form: A copy of the Draft Agreement to be entered into (see Part 12 of this RFQ) and a copy of the Work Order Authorization Form to be completed and signed for each awarded Work Order project (see **Appendix B: Sample Forms**) are included in this RFQ. Please state that you accept the terms and conditions of the Draft Agreement and Work Order Authorization Form, or note exceptions. Offeror must complete and sign the Agreement, Insurance and Bonding Certification Form (**Appendix C: Mandatory Forms – Agreement, Insurance and Bonding Certification Form**), or note exceptions. This form must be submitted with Offeror's proposal.

1.13 Campaign Contribution Disclosure Form: Offeror must complete and sign the Campaign Contribution Form (**Appendix C: Mandatory Forms – Campaign Contribution Form**) whether any applicable contribution has been made or not. This form must be submitted with Offeror's

proposal whether an applicable contribution has been made or not.

1.14 Request for Taxpayer Identification Number and Certification: If Offeror is awarded a contract, a completed and executed Form W-9, Request for Taxpayer Identification Number and Certification, shall be submitted with signed Agreement.

1.15 Evaluation period: The Water Authority reserves the right to analyze, examine and evaluate responses to this RFQ for a period of ninety (90) days after the hour and date specified for the receipt of proposals.

1.16 Evaluation Assistance: The Water Authority's evaluation committee, in evaluating proposals, reserves the right to use any assistance deemed advisable, including Water Authority contractors and consultants. The Water Authority's evaluation committee is not restricted to the minimum information required for disclosure qualification statements and any relevant information regarding performance from reliable sources may be considered.

1.17 Rejection and Waiver: The Water Authority's evaluation committee reserves the right to reject any or all proposals, to waive any and all informalities and technical irregularities in proposals received, or allow the Offeror to correct them if it is in the best interest of the Water Authority and reserves the right to disregard all nonconforming or conditional proposals or counter-proposals. If a proposal is rejected, written notice of the rejection, together with the reasons therefor, shall be mailed by certified mail, postage prepaid, to the Offeror. Offerors whose proposals are rejected shall not be entitled to recover damages of any nature against the Water Authority for any rejection of an offer, for cause or convenience.

1.18 Qualifications of Offerors: The Water Authority may make such investigations it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish to the Water Authority all such information and data for this purpose as the Water Authority may request. The Water Authority reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Water Authority that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.

1.19 Collusive Practice: Collusion among Offerors or the submission of more than one offer under different names by any firm or individual shall be cause for rejection of all offers without consideration.

1.20 Cancellation: The Water Authority reserves the right to cancel the opportunity for submissions of proposals when it is in the best interest of the Water Authority. The Water Authority further reserves the right to reject any or all offers submitted for Water Authority's convenience or for cause. Offerors whose proposals are rejected shall not be entitled to recover damages of any nature against the Water Authority for any rejection of an offer, for cause or convenience. The Water Authority reserves the right to cancel without penalty, this RFQ, the resultant agreement(s), or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

1.21 Debarred Contractors: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from the Federal Government, any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected. The proposal of an Offeror that has been debarred pursuant to the procedures set forth in the Regulation Governing the Award and Rejection of Offers and the Debarment of Contractors for Public Works Projects of the City of Albuquerque shall not be considered for award of contract during the period for which it is debarred.

1.22 Conflict of Interest; Governmental Conduct Act: By submitting its proposal, the Offeror

warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former “public officer or employee” have been followed.

1.23 Award of Contract:

1.23.1 When Award Occurs: Award of contract occurs when a Notice of Award is issued or other evidence of acceptance by the Water Authority is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.23.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror(s) whose offer(s) conforming to this RFQ will be most advantageous to the Water Authority as set forth in the Evaluation Criteria. The Water Authority will ask one or more of the pre-qualified, on-call contractors to submit offers for work orders. The final choice of which on-call contractor is chosen for a work order project will be at the discretion of the Water Authority based on the criteria set forth in Section 3.2 of this RFQ. The Water Authority does not guarantee any number of work order projects to be awarded under this RFQ.

1.23.3 Contract Term: The contract term shall be for a period of two (2) years from the final execution by the Water Authority. This contract term may be extended for an additional two (2) years by mutual written agreement between the Water Authority and the Contractor.

1.23.4 Type of Contract: Firm fixed price for each Work Order.

1.23.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFQ (the “Contractor”), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the Water Authority shall have the right to terminate the contract with the Contractor resulting from this RFQ for cause as provided in accordance with the terms of said contract.

1.24 Negotiations: Negotiations will be conducted with pre-qualified Contractors as Work Orders are needed for projects.

1.25 Water Authority-Furnished Property: No material, labor, or facilities will be furnished by the Water Authority unless otherwise provided for in the Work Order.

1.26 Proprietary Data: The file relating to this RFQ, including the proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been signed by the Executive Director, or his designee. An Offeror may designate trade secrets or other proprietary data to be confidential by separating that material from the Offeror’s main proposal, placing it in a sealed envelope and marking it as “Confidential”. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment should not be so designated.** The Water Authority will endeavor to restrict distribution of material separated, placed in a sealed envelope and designated as “Confidential” to only those individuals involved in the review and analysis of the proposals. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The Water Authority assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFQ.

1.27 BONDS and INSURANCE:

1.27.1 General Conditions: The Water Authority will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense insurance **IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1986 EDITION, GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, AS UPDATED AND AMENDED, AND AS AMENDED BY SUPPLEMENTAL GENERAL CONDITIONS TO THE GENERAL CONDITIONS (“GENERAL CONDITIONS”)**, with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. **The Water Authority shall be named an additional insured for Commercial General Liability insurance and Automobile Insurance and the coverages afforded shall be primary with respect to operations provided.**

1.27.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work until the required insurance has been obtained and the proper certificates (or policies) filed with the Water Authority. Neither approval nor failure to disapprove certificates, policies, or the insurance by the Water Authority shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies in accordance with the General Conditions.

1.27.3 Coverage Required: The kinds and amounts of insurance required in accordance with the General Conditions are as follows:

1.27.3.1 Commercial General Liability Insurance Including Automobile. Contractor shall procure and maintain during the life of this Contract a commercial general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined 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 collapse (C), explosion (X), and underground (U) liability coverage, coverage for the user of all owned, non-owned, 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. Albuquerque Bernalillo County Water Utility Authority and the Architect/Engineer (if any included in Work Order) shall be named additional insureds on the Commercial General Liability insurance coverage.

1.27.3.2 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 amounts not less than \$1,000,000 combined 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, if any included with Work Order, as the named insured** and will provide coverage for Owner's and Engineer's officers and employees, if applicable, while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

1.27.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico in addition to the requirements of the General Conditions of the City of Albuquerque Standard Specifications for Public Works Construction.

1.27.3.4 Builders Risk Insurance. Builders Risk Insurance shall be provided in accordance with the provisions of Section 5.2.6.1 of the General Conditions of the City of Albuquerque Standard Specifications for Public Works Construction as amended by the Supplemental General Conditions to the General Conditions (see Part 13 of this RFQ), which reads in part: "The **Contractor** shall procure and maintain for the duration of each specific project authorized by a Work Order **'Builders Risk'**, installation floater, boiler and machinery and/or property insurance or insurance of an equivalent nature, in an amount equal to the full price of the Work Order to cover the Work of the Work Order for fire, theft, extended coverage, vandalism and malicious mischief. Such coverage shall continue until the Work or any part of the Work is accepted by the **Owner.**" (Emphasis added.) **The Albuquerque Bernalillo County Water Utility Authority shall be named as a loss payee.**

1.27.3.5 Additional Insurance. Dependent on the Work Order project additional insurance such as property insurance may be required.

1.27.4 Increased Limits: If, during the life of the contract, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Sections 41-4-1 through 41-4-27 NMSA 1978), Owner may require Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.27.5 Bond Requirement: The Contractor shall furnish a separate Performance Bond and Labor and Material Payments Bond as follows:

1.27.5.1 Performance Bond and Labor and Material Payment Bond: Every Work Order Project awarded in excess of \$25,000 will require an individual performance bond and labor and material payment bond in the full project amount. The Contractor will be required to furnish separate surety bonds each in the amount of one hundred percent (100%) of the total Work Order Contract Price as set forth on the Work Order Authorization Form, offered as security for the faithful performance of the contract and for the payment of all labor and materials. These bonds must be written on the forms provided in this RFQ and furnished at the time the Work Order is approved. The Contractor must be named as principal on the bonds. **NO THIRD PARTY PROPOSAL BONDS WILL BE ACCEPTED.** 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 current U.S. Department of the Treasury's Listing of Approved Sureties, Circular 570. **(See**

Appendix A: Bond Forms and Sample Surety Reference Letter.)

1.27.5.2 The Offeror will require the Attorney-in-Fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his Power of Attorney.

CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

1.27.6 Prequalification Surety Reference Letter: The Offeror will provide, with the Proposal, a letter from a bonding company licensed to do business in the State of New Mexico, and acceptable to the Water Authority, confirming the Offeror's ability to obtain Performance and Labor and Materials Payment Bonds. The letter must be notarized and state the bonding capacity of the Offeror for projects of the type described in this RFQ. This letter must be submitted with Offeror's proposal. **(See Appendix A: Bond Forms and Sample Surety Reference Letter.)**

1.28 Pay Equity Documentation: All offers submitted in response to this RFQ MUST include a completed Pay Equity Reporting Form (PE 10-249) to determine the deviation between salaries for men and women employed by the Offeror and to encourage compliance with the New Mexico State Fair Pay for Women Act. The Form must be accessed and completed on the website for the City of Albuquerque Office of Diversity and Human Rights, <http://www.cabq.gov/humanrights>. Questions regarding completion of the forms are to be directed to the City's Office of Diversity and Human Rights at odhr@cabq.gov or 505-768-4712. Instructions to complete Form PE 10-249 are available at <http://www.abcwua.org/vendor-services.aspx>. If a properly completed and signed Form is not submitted, the offer shall be deemed nonresponsive. The Purchasing Officer may allow corrections to the Form and/or submittal prior to the Recommendation of Award. Submittal of the Form is required even if the Offeror is not requesting a pay equity preference as described in Appendix C of this solicitation.

[END OF PART 1]

PART 2 TERMS AND CONDITIONS

2.1 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

2.1.1 Specifications: The construction of all Projects under this RFQ will be **GOVERNED BY AND IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1986 EDITION, GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, AS UPDATED AND AMENDED, AND AS AMENDED BY SUPPLEMENTAL GENERAL CONDITIONS TO THE GENERAL CONDITIONS (see Part 14 of this RFQ for reference) and any SUPPLEMENTAL TECHNICAL SPECIFICATIONS** as noted on and included with the Work Order Authorization Form. Note that the term "Bidding Documents" includes all "Contract Documents" required to be used in the Construction Contract with the Albuquerque Bernalillo County Water Utility Authority ("Water Authority" or "Owner"). The term Offeror is also herein referred to as "Contractor" or "Offeror". All definitions and terms set forth in the General Conditions and Supplemental General Conditions are applicable to the Proposal Documents, awarded agreements and work order projects, in accordance with the City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, as updated and amended.

2.1.2 Rules and Regulations: The Water Authority has adopted the City of Albuquerque Public Purchases Ordinance which has promulgated "Regulation Governing the Award and Rejection of Bids/Offer and Debarment of Contractors for Public Works Projects of the City of Albuquerque" (effective July 25, 2008), as updated and amended ("Regulation"). It is intended that this Regulation shall govern this procurement process. The Regulation establishes policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Regulation.

2.1.3 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance and bonding requirements as stated in Section 1.27 of this RFQ. A fully executed and notarized Agreement, Insurance and Bonding Certification Form must be submitted with proposal. **(See Appendix C: Mandatory Forms.)**

2.1.4 License and Royalty Fees: All license and royalty fees for products or for processes shall be paid directly by the Offeror.

2.1.5 Taxes: Once a contract is awarded to the qualified Offeror(s) and negotiation of cost for projects pursuant to a Work Order begins the following information on taxes shall apply:

2.1.5.1 General. The Contractor shall include all applicable taxes, except New Mexico Gross Receipts Tax ("NMGRT"), in all Work Order proposal amounts, including Lump Sum and Unit Prices. Each Work Order offer shall contain a separate entry for NMGRT immediately preceding the Total Base Amount. No Unit Prices or Lump Sum Amounts contained within proposals shall include NMGRT. The Contractor shall pay all applicable gross receipts, local option, sales, consumer, use and other similar taxes and assessments and levies. Owner shall not be responsible for payment of taxes which Contractor is responsible for paying to any taxing authority of any governmental unit. The

term "Gross Receipts Tax" shall include local option taxes, whenever applicable.

2.1.5.2 Gross Receipts Tax Increases or Decreases and Limitations on Payment of Increases. The amount of all taxes in effect at the time an offer for a Work Order is submitted shall be included in the Work Order Contract Price. Payment of any change of rate of gross receipts that take effect during the performance of the contract shall be allowed as a corresponding change in the Contract Price, provided however, that Owner's payment to Contractor of such gross receipts rate change shall be only for progress payments or other billings submitted under the provisions of the Contract on or after the date the rate change goes into effect.

2.1.5.3 Special Instructions on Entering Gross Receipts Tax Where Different Tax Rates Apply. In the event the work on a project is within areas where different NMGRS Rates apply, the Work Order offer submitted shall provide the applicable tax rate for each such area and the estimated percentage of the work to be performed in each such area. It shall be the sole responsibility of the Contractor awarded the project under a Work Order when submitting pay applications to determine and properly use the correct tax rate and the amount of work performed in each such area.

2.1.5.4 Gross Receipts Tax Surety Bond. Section 7-1-55 NMSA 1978 provides that any person engaged in the construction business who does not have its principal place of business in New Mexico and enters into a prime construction contract to be performed in this state, the gross receipts taxes to be paid on which would be in excess of \$50,000, shall at the time such contract is entered into, furnish the Secretary of the New Mexico Taxation & Revenue Department or the Secretary's delegate with a surety bond, or other acceptable security, in a sum equivalent to the gross receipts to be paid under a Work Order multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978, plus the applicable rate of local gross receipts taxes, to secure payment of the tax imposed on the gross receipts from the Work Order, and shall obtain a certificate from the Secretary of the New Mexico Taxation & Revenue Department or the Secretary's delegate that the requirements of this section have been met.

2.1.6 Warranty and Guarantee Provisions: The Contractor shall warranty and guarantee all work performed under each accepted and approved Work Order pursuant to Section 13, General Conditions, of the City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, as updated and amended, and supplemented by the Supplemental General Conditions.

2.1.7 Affirmative Action Program: The Contractor shall comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements as set forth in Parts 7 and 8 of this RFQ. Each Contractor shall execute and submit with their proposal a completed Form CC-2, Certification of Offeror Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination. **(See Appendix C: Mandatory Forms.)**

2.1.8 Wage Rates: The Contractor's attention is directed to the fact that wages to be paid on all Work Order projects in excess of sixty thousand dollars (\$60,000) shall not be less than the prevailing wage rates as listed by the Director of the Labor and Industrial Division of the New Mexico Department of Workforce Solutions. The following are the New Mexico Department of Workforce Solutions (formerly Department of Labor) Requirements:

2.1.8.1 Public Works Minimum Wage Act. The minimum wages to be paid the various classes of mechanics and laborers engaged by the Contractor and subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Director of the Labor and Industrial Division of the Department of Workforce Solutions as provided by the Public Works Minimum Wage Act, Sections 13-4-11, et seq., NMSA 1978, and in full force and effect, without exception, on the effective date of the Contract and during the lifetime of this Contract.

2.1.8.2 Payment of Wages. The Contractor and each of his subcontractors shall pay each of his employees working under this Contract in accordance with Sections 13-4-11 and 50-4-2, et seq., NMSA 1978.

2.1.8.3 Apprentices. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any subcontractor shall not exceed the number permitted under the usual practice prevailing between trade unions and employers association of the respective trades or occupations.

2.1.8.4 Extra Work - Minimum Wage. In case the Owner orders the Contractor to perform extra work or additional work which may make it necessary for the Contractor or any subcontractor under him to employ in the performance of such Work any person in any trade or occupation for which no minimum wage rate is specified, the Owner will include in the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the Work in such trade or occupation not less than the minimum wage rate included.

2.1.8.5 Wage Underpayments and Adjustments. The Contractor agrees, in case of underpayment of wages to any worker on the project under this Contract, that the Owner may withhold out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due.

2.1.8.6 Availability of Wage Rates. A copy of the New Mexico Department of Workforce Solutions Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the Contractor's employees at all times on the job.

2.1.8.7 Registration of Contractors. All Contractors shall comply with the provisions of Section 13-4-13.1 (NMSA 1978), with regard to Registration of Contractors.

2.1.8.8 Failure to Pay Minimum Wage; Termination of Contract. In the event it is found by the director of the New Mexico Department of Workforce Solutions that any laborer or mechanic employed on the site of a project has been or is being paid as a result of a willful violation a wage rate or fringe benefit rate less than the rates required, the Owner may, by written notice to the contractor, subcontractor, employer or person acting as a contractor, terminate the right to proceed with the work or the part of the work as to which there has been a willful failure to pay the required wages or fringe benefits, and the Owner

may prosecute the work to completion by contract or otherwise, and the contractor or person acting as a contractor and the contractor's or person's sureties shall be liable to the state for any excess costs occasioned thereby. Any party receiving notice of termination of a project or subcontract pursuant to the provisions of Section 13-4-13 (NMSA 1978) may appeal the finding of the director as provided in the Public Works Minimum Wage Act.

2.1.8.9 Public Works Forms. Contractors 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. (See the New Mexico Department of Workforce Solutions website: <http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>.)

2.1.9 Public Works Apprenticeship & Training Act: All Contractors shall comply with the provisions of Sections 13-4D-1, et seq. (NMSA 1978), with regard to apprenticeship and training contributions and monthly compliance statements to be submitted to the New Mexico Department of Workforce Solutions.

2.1.10 Payroll Reports: Owner reserves the right to require Contractor to prepare and submit to Owner any and all payroll reports.

2.1.11 Product Substitutions: In the construction of all Work, if the Owner has a preference for any process, type of equipment or kind of material, it will be indicated in the Work Order or in the appropriate Technical Specification attached to the Work Order; otherwise, Owner will consider all processes, types of equipment or kinds of material offered on an equal competitive basis if they are in fact the equal to that specified and will accomplish the purpose intended. The Owner reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact the equal to that specified.

2.1.12 Utilities: The Contractor shall make all provisions for supply of power and water for construction purposes. The Contractor shall comply with the City of Albuquerque's Water Conservation, Landscaping and Water Waste Ordinance, Sections 6-1-1-1, et seq. ROA 1994, and the Albuquerque Bernalillo County Water Utility Authority's Water Waste Ordinance, Sections 4-1-1, et seq.

2.1.13 Contractor Maintenance: After Substantial Completion of each Work Order and up through the time the Owner accepts Contractor's Application for Final Payment, the Contractor shall continue to be responsible for security, maintenance, heat, utilities, damage to the Work, and Commercial General, Owners & Contractors Protective and Workers Compensation insurance.

2.1.14 Electronic Payments: All payments made pursuant to this contract shall be made by direct deposit to Contractor's account. See <http://www.abcwua.org/Payments.aspx> for ACH/direct deposit program stipulations and forms.

2.1.15 Graffiti Removal: All work sites shall be maintained graffiti-free. Upon notification of graffiti found on work site, including Contractor's equipment, facilities, and appurtenances, and any and all barricading and signage associated with the project, Contractor shall have 24 hours to begin removal of all graffiti. Graffiti removal shall continue expeditiously until completed. If Contractor fails to begin or complete graffiti removal, the graffiti may be removed by Owner at Contractor's sole cost. Failure to promptly remove graffiti may also result in revocation of Contractor's barricading permit, citation to Metropolitan Court, or both.

2.1.16 Allowances: If any Allowances are included in the Work Order, they are estimated

dollar amounts. The actual dollar amounts reimbursed may be less than, equal to, or greater than the stated allowances. The Owner shall reimburse the Contractor the actual cost based on invoices received from the provider. The Contractor shall, at his expense, furnish necessary equipment, tools and labor in the performance of the work involved in the allowances.

2.1.17 Liquidated Damages up to Time of Substantial Completion: Liquidated damages, in the amount per day shown in the Work Order will be assessed against the Contractor for each calendar day, or portion thereof, that the Work does not start on the date specified in each individual Work Order, and has not achieved Substantial Completion after expiration of the agreed time allotted for construction, including any approved extensions of time granted.

2.1.18 Liquidated Damages Following Substantial Completion: Further, liquidated damages in the amount per day shown in the Work Order will be assessed against the Contractor for each calendar day that all punch list items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the agreed time allotted for completion and correction, including any approved extensions of time granted. These liquidated damages are cumulative.

The sum of the liquidated damages will be deducted from any monies due the Contractor. If no money is due the Contractor, said sum may be recovered by the Owner from the Contractor or the Contractor's surety, or from both combined. These deductions are to cover liquidated damages to the Owner for losses to Owner that include, but are not limited to, additional expenses of Contract administration, overhead and other costs resulting from failure of the Contractor to complete the Work within the designated time, and are not to be considered as penalties. The Owner shall not be considered liable for any extra or additional payment to the Contractor as a bonus or premium for early completion.

2.1.19 Project Construction Signs and/or Variable Message Boards: If a project sign and/or a variable message board is required by a permitting office or the Owner the cost of such project sign and/or variable message board shall be paid in accordance with the City of Albuquerque Standard Specifications.

2.1.20 Notice of Construction Activity: For projects affecting travel on arterial or collector streets, Contractor shall place two days prior to lane closure a variable message board, one for each direction of closure, in accordance with City of Albuquerque Standard Specifications, Section 1200.5.2.

2.2 Subcontractors, Other Persons, Organizations:

2.2.1 Subcontractors, Other Persons, Organizations. If the Work Order requires the identity of certain Subcontractors and other persons and organizations to be submitted to the Owner, the Contractor will submit with the Work Order offer a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work for which such identification is required. If requested by the Owner, 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 Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, the Owner may, before giving approval of the Work Order, request the Contractor to submit an acceptable substitute. Any Subcontractor, other person or organization so listed and to whom the Owner does not make objection prior to giving approval of the Work Order will be deemed acceptable to the Owner.

2.2.2 Subcontractors Fair Practices Act. Some Public Works Projects may be subject to the provisions of the "Subcontractors Fair Practices Act", Sections 13-4-31 et seq., NMSA 1978. When this Act is applicable, each Contractor shall comply with the requirements set forth in Part 9 of this RFQ.

2.2.3 Subcontracting Limitation Provision. The purpose of this RFQ is to provide the Water Authority with the construction services and personnel experience of the selected contractor(s). There may be times that subcontractors will be necessary to provide specialty services or services outside the scope of the general contractor's experience. This subcontracting limitation provision is to prevent a pre-qualified contractor from subcontracting the work to others that do not meet the qualification requirements as dictated in this RFQ. The pre-qualified contractor that is selected for a Work Order project, through a request for offers or emergency, shall perform or provide services for a minimum of seventy-five percent (75%) of the work to be performed and shall provide that information to the Water Authority at the time a Work Order offer or a request for an emergency project is received as provided below. The Water Authority reserves the right to waive this requirement where specialty services are required.

2.2.4 Subcontractor Percentage. For each Work Order request or emergency project requested by the Water Authority, the pre-qualified contractors shall provide information necessary for the Water Authority to determine that the subcontracting limitation provision has been met including, but not limited to, labor, equipment, tools and other information to show what percentage of the work is to be performed by the pre-qualified contractor. The Water Authority reserves the right to determine whether the pre-qualified contractors have met this purpose at the time a Work Order offer is received or a request for emergency work is made.

2.3 Public Works Contracts: All Offerors shall comply with the provisions of Sections 13-4-1, et seq. NMSA 1978.

2.3.1 Resident Contractor Preference. A Resident Contractor is a contractor that has a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

A resident contractor preference is provided for in Section 13-4-2 NMSA 1978, which provides that for the purposes of awarding a public works contract using a formal request for proposals process, including a competitive sealed qualifications-based proposal process, a resident contractor shall be awarded the equivalent of five percent (5%) of the total possible points to be awarded based on the resident contractor possessing a valid resident contractor certificate.

When a joint proposal is submitted by both resident and nonresident contractors, the resident contractor preference shall be reduced in proportion to the percentage of the services provided under the contract, which will be performed by a nonresident contractor as specified in the joint proposal. If a joint proposal is submitted all parties must sign the proposal and, if awarded the contract, all parties must sign the Agreement.

To receive a resident contractor preference pursuant to Section 13-4-2 NMSA 1978, a resident contractor shall submit with its proposal a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department. The resident contractor preference will not be given if a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department is not submitted with the resident contractor's proposal.

2.3.2 Resident Veteran Contractor Preference: A Resident Veteran Contractor is a contractor that has a valid resident veteran contractor certificate issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

A resident veteran contractor preference is provided for in Section 13-4-2 NMSA 1978, which provides that for the purposes of awarding a public works contract using a formal request for proposal process, including a competitive sealed qualifications-based proposal process, a resident veteran contractor shall receive the following preferences:

Ten percent (10%) of the total possible points to a resident veteran contractor.

When a joint proposal is submitted by a combination of resident veteran, resident or nonresident contractors, the preference provided shall be calculated in proportion to the percentage of the services provided under the contract, which will be performed by each contractor as specified in the joint proposal. If a joint proposal is submitted all parties must sign the proposal and, if awarded the contract, all parties must sign the Agreement.

A contractor shall not be awarded both a resident contractor preference and a resident veteran contractor preference.

To receive a resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978, a resident veteran contractor shall submit with its proposal a copy of a valid resident veteran contractor certificate issued by the New Mexico Taxation and Revenue Department. The resident veteran contractor preference will not be given if a valid resident veteran certificate issued by the New Mexico Taxation and Revenue Department is not submitted with the resident veteran contractor's proposal.

2.3.3 Registration of Contractors: All Offerors shall comply with the provisions of Section 13-4-13.1 (NMSA 1978), with regard to Registration of Contractors. Any contractor, serving as a prime or not, that submits an offer greater than \$60,000.00 for a public works project that is subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Department of Workforce Solutions (DWS). Offerors shall indicate their DWS registration number in the space provided in the Statement of Qualifications form. All subcontractors must be registered with the DWS before beginning work. The Contractor awarded each Work Order shall list the DWS number, if applicable, for each subcontractor listed on the form entitled Contractor's List of Subcontractors/Suppliers, Form CC-1 (**see Appendix B: Sample Forms**). Pursuant to the Subcontractors Fair Practices Act, Section 13-4-31, et seq. NMSA 1978, the Owner will not approve any subcontractor which has not complied with DWS registration requirements. Any required substitution pursuant to this provision will be made at no cost to the Owner.

2.4 Application of Preferences: In the event an Offeror qualifies for a preference for resident contractor, resident veteran contractor and submits a qualifying bid or proposal, the Offeror shall receive the full Statutory Preference in the manner set forth in NMSA 1978 § 13-1-21 or 13-4-5.

In addition to (and not in lieu of) the Statutory Preference, an Offeror that qualifies for a preference for pay equity provided under the Ordinance § 5-5-17 or 5-5-31 ("Local Preferences") and submits a qualifying proposal, the Offeror shall receive the Preference in the manner set forth in the Ordinance § 5-5-17 or 5-5-31.

Notwithstanding the foregoing:

Any additional proportion of the Preferences shall not be applied when the total amount of all Statutory Preferences and Local Preferences already equals at least 10% or \$50,000, whichever is less.

2.5 Workers' Compensation Insurance – Non-Resident Contractors: Notice is given that in addition to the requirements of the General Conditions of the City of Albuquerque Standard Specifications for Public Works Construction, Non-Resident Contractors shall comply with the provisions of Section 52-1-66 of the Workers Compensation Act and Sections 59A-17-10.1, 59A-18-1, and 59A-18-12 of the Insurance Code, NMSA 1978, pertaining to the worker's compensation insurance policy and rate for employers not domiciled in New Mexico.

2.6 Permits: Unless otherwise specified in the Work Order, Contractor will be responsible for obtaining all permits from the governing authority, and the Owner will reimburse Contractor the actual costs of permits, including building permits, if required, based on invoices, in accordance with Section 2.1.16 Allowances, above. Contractor shall obtain a barricading permit from the appropriate governing authority at least two days prior to the start of work, if needed. Contractor shall give a two-day notice to each resident when a street will be completely closed or reduced to one-way traffic. Contractor shall obtain lane closure permits from the regulatory authority. Lane closures in Bernalillo County right-of-way will require barricade permits from Bernalillo County. Any barricade cost or permit cost incurred by the Contractor after the work is complete will be paid by the Contractor, unless specifically authorized by the Owner.

2.7 Air Quality Compliance: If the project requires the construction of new operating equipment or processes or the modification of existing operating equipment or processes that are stationary sources of air contaminants, the Owner will apply for an Authority To Construct Permit (ATC Permit) as required by NMAC 20.11.41.1 of the Albuquerque/Bernalillo County Air Quality Control Board Regulations. The application will be in the name of the Water Authority as the Owner. The construction work on the project site shall not commence until the ATC Permit has been issued to the Owner and the Owner's designee has reviewed the ATC Permit and issued a Notice of Air Quality Compliance to the Owner's project manager and to the Contractor. The Contractor shall comply with the Compliance With Air Quality Requirements as set forth in Part 11 of this RFQ.

2.8 Fugitive Dust Control Compliance: If the project requires the disturbance of three-quarters of an acre or more of land, then the Contractor will apply for a Fugitive Dust Control Construction Permit (FDCC Permit) as required by NMAC 20.11.20.14 of the Albuquerque/Bernalillo County Air Quality Control Board Regulations. The application will be in the name of the Contractor and the Contractor will be designated as the responsible person for complying with NMAC 20.11.20. The Contractor will give a copy of the application for the FDCC Permit to the Owner's designee for review and comment before the Contractor files the application. The Contractor will give a copy of the FDCC Permit to the Owner's designee when it is issued. The Contractor will not commence to construct or install the Project on the land until the FDCC Permit has been signed and posted as required by NMAC 20.11.20.14 and the Owner's designee has reviewed the FDCC Permit and has issued a Notice of Air Quality Compliance to the Owner's project manager and to the Contractor.

[END OF PART 2]

PART 3 WORK ORDERS

3.1 General: The Owner will issue individual Work Orders under these Contract Documents, for construction or replacement of public infrastructure as needs arise. Such Work Orders will include an approved Work Order Authorization Form. The authorized Work Order Authorization Form is the Notice to Proceed given to the pre-qualified Contractor awarded the project under the Work Order to begin work on a particular project. The Work Order sets forth the Contract Time, the date to start work, the date to finish the work, and the liquidated damages for Contractor's failure to comply with each. The Contract Price is the accepted offer of a pre-qualified Contractor for the work under a Work Order project and shall be the total monies payable to the Contractor under the Contract Documents. An adjustment to the Contract Price or the Contract Time of an authorized Work Order shall be by an approved Work Order Authorization Adjustment Form. Owner shall solicit from all pre-qualified Contractors unless special project requirements or emergency circumstances dictate that Owner select fewer pre-qualified Contractors to submit offers. The Owner does not guarantee any number of work order projects to be awarded under this RFQ.

3.2 Work Orders: The Owner will prepare a written outline of project requirements to include a general description of the Work, drawings, materials, labor, equipment, Wage Decision (if applicable) and any special criteria ("Work Order Request"). If available, plans will be provided by Owner. Owner will contact the pre-qualified Contractors via email, with a Work Order Request for Offers (RFO) to perform the work included in each Work Order Request project. If necessary Owner will meet with the pre-qualified Contractors to review the scope of the proposed Work Order, visit the site in order to become familiar with all governing site conditions, and to establish a reasonable time and schedule for completion of Work. Factors to be considered in selection shall include, but not be limited to, cost, approach to complete the Work, experience of superintendent/project manager, experience of proposed subcontractor(s), the nature and urgency of the Work, coordination with Owner's needs, coordination with other construction contracts in the area, performance on previously issued Work Orders under this RFQ and/or other Owner projects, scheduling and available staffing, and lead time for delivery of materials. Pre-qualified Contractors shall have **seven (7) working days** within which to submit a Work Order offer. Owner reserves the right to reduce or increase the number of working days in which a pre-qualified Contractor has to submit an offer due to the nature and urgency of the Work. The pre-qualified Contractors may be required to meet with the Owner's representatives as required to confirm the project requirements and review the budget and schedule.

3.2.1 Clarification: Any explanation desired by a pre-qualified Contractor regarding the meaning of any part of the RFO, plans, or specifications, may submit to the project manager a written request for an interpretation thereof at any time prior to **five (5) working days** before the time of submittal of a Work Order offer. Any interpretation of the documents will be made only by Addendum duly issued within a reasonable time, but not less than **two (2) working days** prior to receipt of offers. No verbal response shall be binding.

3.2.2 Addenda: Each Addendum shall be a part of the Contract Documents to the same extent as contained in the original documents and itemized listings thereof and all pre-qualified Contractors shall be bound by such Addenda. Addenda shall be in writing and delivered electronically to all pre-qualified Contractors who have been selected to submit an offer and have attended the mandatory Work Order pre-submittal conference, if applicable. Each pre-qualified Contractor shall ascertain, prior to submitting an offer, that they have received all Addenda issued, and shall acknowledge receipt of each Addendum in their offer.

3.3 Work Order Offers: Pre-qualified Contractors will submit a written Work Order offer to the Owner incorporating a declaration as to the suitability of the site and the Contractor's ability to perform the required construction services. The Work Order offer shall include a detailed written proposal for performing the services and accomplishing the Work as described in the Work Order project and a total Contract Price for such services and work. The Work Order offer shall be broken down into Lump Sum Offer Items and shall identify all subcontractors and reimbursable costs to perform the services and accomplish the work as described. **(See Appendix B: Sample Forms - Work Order Offer Form and SFPA-1 Form/Subcontractor Listing.)** The Work Order offer must include a signed statement that the Contractor agrees that all 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. The written offer will include all labor costs adjusted for a Wage Decision issued by the State of New Mexico for the appropriate type of project, if applicable. The standard equipment rates and manpower rates used to prepare the offers shall be in accordance with those submitted to Owner with this Agreement.

3.4 Rejection and Waiver: Work Order offers are reviewed and awarded by the Owner's standing evaluation committee. The Owner's standing evaluation committee reserves the right to reject any or all offers, to waive any and all informalities and technical irregularities in offers received, or allow the pre-qualified Contractors to correct them if it is in the best interest of the Owner and reserves the right to disregard all nonconforming or conditional offers or counter-offers. Pre-qualified Contractors whose offers are rejected shall not be entitled to recover damages of any nature against the Owner for any rejection of an offer, for cause or convenience.

3.5 Work Order Authorization-Notice to Proceed:

3.5.1 The Owner's process for issuance of individual Work Orders includes the following major functions prior to the Notice to Proceed Authorization:

- a. Owner will issue individual Work Order Requests and contact pre-qualified Contractors to submit offers.
- b. Owner will review submitted offers and select the offer most advantageous to the Owner based on the criteria set forth in Section 3.2 of this RFQ.
- c. Owner and Contractor set Contract Price, time and schedule for completion of Work Order.
- d. Owner completes Work Order Authorization Form **(See Appendix B: Sample Forms - Work Order Authorization Form)**, notes recommendation and submits to Contractor for approval. Owner's acceptance of Contractor's offer and submittal of completed Work Order Authorization Form to the Contractor for approval constitutes the Notice of Award of the project under the Work Order to the Contractor. The Owner will submit to the awarded Contractor the Wage Decision Notification of Award (NOA), if applicable.
- e. Contractor signs and returns Work Order Authorization Form to Owner together with Performance Bond and Labor and Materials Payment Bond (if applicable) in an amount equal to one hundred percent (100%) of the Work Order Contract Price, and Builders' Risk insurance and all required insurance certificates. Contractor includes a copy of Form CC-1. **(See Appendix B: Sample Forms.)**
- f. Upon receipt by the Owner of Work Order Authorization Form with proper Bonds, insurance certificates and forms, Owner submits to Executive Director or his designee for approval and authorization.

g. The Work Order Authorization Form, approved by the Owner's Executive Director or his designee, will be returned to the Contractor as the Notice to Proceed with Work Order project.

3.5.2 The above functions presented here are to inform Owner and Contractor representatives of the steps that must be completed before the Notice to Proceed Authorization will be signed by Owner's Executive Director or his designee. This information is provided to aid the Contractor in fulfilling the requirement that he/she not proceed with unauthorized work.

3.5.3 No payment will be made to the Contractor for Work performed without proper Notice to Proceed Authorization for the associated Work Order. The Contractor may only proceed with Work described in a Work Order which includes proper signature by Owner's Executive Director or his designee.

3.6 Termination of Work Order Issuance:

3.6.1 At any time prior to award of a Work Order to a pre-qualified Contractor, the Owner shall have the unilateral right to request public bids for Work required for any project or portion of a project, or if such Work is related to another project for which the Owner has an existing contract, the Owner shall have the right to authorize said Work to be performed under a change order to such related contract, without obligation under this Contract.

3.6.2 Should the Owner and a pre-qualified Contractor be unable to establish mutually acceptable pricing, time and/or schedule, for any proposed Work Order, the Owner may elect to select an offer from another pre-qualified Contractor or to terminate the Work Order authorization process for that work to be performed under this Contract, and proceed to seek performance for the same Work under a separate Work Order or a bid contract, which may be with a Contractor other than the Contractor who is performing under the present Contract, without further obligation under this Contract.

3.7 Emergency 24-Hour Service: Emergency 24-Hour Service may be determined by the Owner to be appropriate in some instances when urgent public need or safety is involved. Contractors will be assigned to an Emergency rotation schedule to provide emergency 24-hour service as needed. Any such Emergency Work Order shall require Contractor mobilization and start of the Work within 24 hours of receipt of verbal authorization to be followed up with written authorization and will include a 2% premium for "NEXT DAY SERVICE," as agreed to in advance. This premium shall constitute full payment to the Contractor for the accelerated start of construction. All verbal authorizations shall be followed up with proper written documentation including a completed Work Order Authorization Form, all bonds, insurance certificates and other necessary forms, as soon as possible after start of any emergency work. An estimate will be requested at the on-set of each emergency based on a time and materials work order. The Owner reserves the right to remove a pre-qualified Contractor from the emergency rotation schedule for failure to comply with Section 2.2.3 Subcontracting Limitation Provision.

3.8 Work Order Quantities and Prices.

3.8.1 The quantity of work under this Contract Document consists of the summation of all individual Work Orders which may be issued in accordance with these Contract Documents. Actual quantities of work performed will be dependent upon On-Call Construction Work Order Requests from the Owner.

3.8.2 The agreed upon offer prices are to apply to the construction drawings and the individual Work Orders to be issued, as set forth under this Contract Document. Work may

be in any location or locations within or near the City of Albuquerque, dependent upon the needs of the Owner. 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 Document.

3.9 Owner's Rights:

3.9.1 The Owner reserves the right at any and all times to perform maintenance, repair and related work on any existing facilities with either its own forces, by force-account or by separate contract.

3.9.2 The term "project" as used in this section means any combination of Work under a single Work Order that the Owner, in its sole discretion, determines to have constructed, at a single site or multiple sites.

3.9.3 The Owner reserves the right at any and all times to ask for public bids on any project for the Owner with no obligation to issue a Work Order under this Contract Document. Should the Owner exercise this right, it shall be considered as a separate contract, foreign to any commitments to this Contract Document, and will in no way relate to the contractual agreements, time, estimated quantities or money contained in this document.

3.10 Progress Reports: The Contractor shall submit a progress report once each calendar month showing the status of all outstanding Work Orders awarded to the Contractor that pertain to this Contract. These reports shall include the following items.

1. Work Order Number
2. Short Title
3. Date Work Order Issued to Contractor
4. Scheduled Start Date for Work Order Construction
5. Scheduled Acceptance Date
6. Percent (%) Completed
7. Actual Acceptance Date
8. If construction exceeds time allowed or requires rescheduling, the reason therefor shall be indicated by the Contractor.

3.11 Collusive Practice: Collusion among pre-qualified Contractors on Work Order offers shall be cause for rejection of all offers without consideration.

3.12 Proprietary Data: The Work Order offers submitted by pre-qualified Contractors shall be open to public inspection after the notice of award of a project has been signed by the Executive Director, or his designee. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978) is received, which request encompasses such materials, they will be disclosed. The Water Authority assumes no responsibility to maintain the confidentiality of any materials submitted in response to requests for offers under this RFQ.

[END OF PART 3]

PART 4
SCOPE OF SERVICES
RFQ ON-CALL CONSTRUCTION SERVICES 2016-1
PLANT FACILITIES

4.1 Perform on-call construction services for emergency as well as various capital construction projects with specific needs on an “as needed basis” requiring installation, repair and/or replacement of facilities managed by the Water Authority’s Plant and Field Divisions. 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 Water and Wastewater Treatment Facilities, the Bernalillo County Industrial Park (BCIP) Water Supply and Water 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 odor control, ferric chloride transfer 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 will not be limited to, the following:

- Demolition of existing buildings, structures, equipment and appurtenant concrete work, piping, valves, electrical, and instrumentation work;
- Construction of miscellaneous structures including slabs on grade, walls, equipment support pads, roofs, and water-containing structures;
- Installation of new Plant Facility equipment including various pumps, motors, variable speed drivers, blowers, mixers, compressors, clarifier mechanisms, ozone generators and make-up air feed systems, chemical feed systems, biological process equipment, 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.
- Other appurtenant work required for a complete, ready for service project.

4.1.2 Follow proper procedures for the removal and disposal of demolished materials.

4.1.3 Provide appropriate communications with neighborhoods to include construction notification flyer distribution and meeting with neighborhood associations and leaders.

4.1.4 Provide coordination with other Water Authority contractors with work under contract at the SWRP and/or SJCWTP sites.

4.1.5 Attend weekly or bi-weekly meetings with Owner for the duration of all active projects.

4.1.6 Insure that assigned project manager/superintendent will continue with project until completion.

4.1.7 Conduct and follow appropriate pipeline pressure testing procedures.

4.1.8 Conduct construction within the City of Albuquerque, Bernalillo County, Village of Los Ranchos, Corrales and all other Water Authority service areas requiring adherence to their standard specifications.

4.1.9 Provide emergency 24-hour service as needed.

4.1.10 Provide Record Drawings in accordance with Sec. 6.10 of the General Conditions. Contractor is responsible for providing X-Y-Z coordinates on the appropriate infrastructure in the correct coordinate system in accordance with Item II and Item III in the Record Drawing (As-Built) Project Submittal Requirements, Appendix B. Cost for preparation of the Record Drawings shall be incidental to the Work.

4.1.11 Provide Asset Equipment Report in accordance with Appendix B. Cost for preparation of the Asset Equipment Report shall be incidental to the Work.

4.2 Standard Rates. Contractors will be required to submit with the signed Agreement their firm's standard equipment rates and manpower rates to include normal, evening, weekends, and Holiday rates. The rates will be used to calculate Work Order offers by the Contractors for a period of one year. Thereafter, new rates may be submitted to the Owner annually for the term of this Contract.

4.3 Wage Decisions. 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.

[END OF PART 4]

PART 5 PROPOSAL FORMAT

5.1 Proposal Format, Section One:

5.1.1 Offeror Identification: One or two page introduction letter, state name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public) signed by an authorized agent of each firm involved in the proposal. If the Offeror is a corporation list the State of incorporation and have the corporate seal affixed. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all licensing requirements and laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Submit a statement indicating receipt of all Addenda, if applicable.

5.1.2 Mandatory Items to be included in Proposals:

Addenda acknowledgement, if applicable

Completed, signed and notarized **Statement of Qualifications with Attachments (Part 5)**

Completed, signed and notarized **Agreement, Insurance and Bonding Certification Form (See Appendix C)**

Signed **Surety Prequalification Reference Letter (See Appendix A for sample letter)**

Completed and signed **Campaign Contribution Disclosure Form (See Appendix C)**

Completed and signed **Conflict of Interest and Debarment/Suspension Certification Form (See Appendix C)**

Completed and signed **Form CC-2, Certification of Offeror Regarding Affirmative (See Appendix C)**

Completed and signed **Action/Equal Employment Opportunity & Nondiscrimination (See Appendix C)**

Completed and signed **Pay Equity Reporting Form PE-249 (See Appendix C)**

5.2 Statement of Qualifications, Section Two:

5.2.1 Submittal Completeness: Each Offeror must answer all of the following questions and provide all requested information and Attachments, where applicable. Any prospective Offeror failing to do so may be deemed to be not responsive and not responsible with respect to this prequalification at the sole discretion of the Water Authority. Each Offeror must have a current and active New Mexico contractor's license at the time of submittal of Statement of Qualifications and must submit this Statement of Qualifications with all portions completed, including any required attachments.

STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

Name _____

Address _____

Principal Office _____

☐ Corporation (if corporation, where incorporated) _____

☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

☐ Other _____

a. How many years has your organization been in business as a licensed Contractor?
_____ years

b. How many years has your organization been in business under its present business name? _____

c. Under what other or former names has your organization operated? _____

d. Is organization a parent or subsidiary or any other company? ☐ No
☐ Yes Name and relationship with all such companies: _____

2. LICENSING REQUIREMENTS

Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division (CID):

License Classification(s): _____

License Number: _____

Registered Contract Number (Dept. of Workforce Solutions) _____

Issue Date: _____ Expiration Date: _____

a. Has the firm's contractor's license ever been suspended or revoked by the CID or by the appropriate licensing agency in any other state:

☐ No, free of suspension or revocation ☐ Yes (Explain) _____

b. Does your firm hold all applicable Business licenses required by State (New Mexico) or Local (City of Albuquerque, Bernalillo County) Law? ☐ Yes ☐ No (Attach explanation)

Name of License Holder, exactly as it appears on file with jurisdictional authorities.

License Number: _____ Jurisdiction: _____
Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____
Issue Date: _____ Expiration Date: _____

License Number: _____ Jurisdiction: _____
Issue Date: _____ Expiration Date: _____

- c. Does your firm have a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department? (**Complete ATTACHMENT A.**)

☐ No ☐ Yes

Resident Preference Number: _____ Issue Date: _____

Name of Certificate holder, exactly as it appears on file with the New Mexico Taxation and Revenue Department:

- d. Has your firm ever been debarred from public works, federal, state or local jurisdictions:
☐ No ☐ Yes (Attach explanation)

3. **EXPERIENCE**

- a. Provide ten (10) project summaries that demonstrate **your company's construction experience** with water treatment plant and wastewater treatment plant facilities renovation, expansion, and/or new treatment plant facilities construction work. Summaries should show examples of constructing the specific types of facilities and treatment plant equipment as listed in Section 4.1.1 of Part 4, Scope of Services. (**Complete ATTACHMENT B for ten (10) projects.**)

- b. State the highest annual amount of construction work performed during the past **five (5)** years: _____

- c. On **ATTACHMENT C**, list major water treatment plant and wastewater treatment plant facilities construction projects (over \$500,000) your organization currently has in progress, giving the name of the project, owner, engineer, contract amount, percent complete and scheduled completion date.

- d. List the categories of work that your organization normally performs with its own forces and which the Water Authority can expect will be performed by your own forces:

-
-
- e. List summary of experience with pump stations, reservoirs, and wells:

- f. List summary of experience with vacuum stations, lift stations, and chemical transfer stations:

4. KEY PERSONNEL EXPERIENCE

- a. Provide a summary of the background and experience of principal members of the firm's organization including the officers and supervisors. (Attach Resume(s) in format shown at **ATTACHMENT D**.)

- b. Does your assigned Project Manager or Superintendent have the following minimum qualifications and experience? (Attach Resume in format shown at **ATTACHMENT D**)

- (1) At least **ten (10)** years experience in the construction industry?

☐ Yes Number of Years: _____ ☐ No

- (2) At least **five (5)** years experience working on water treatment plant or wastewater treatment plant renovation and/or construction of new treatment plant facilities?

☐ Yes Number of Projects: _____ ☐ No

- c. List the individuals your firm will assign as project foremen and their experience constructing plant facilities including those for wastewater treatment and water treatment as listed in Section 4.1.1 of Part 4, Scope of Services:

Name: _____ Years Exp. with plant facilities work: _____
Number of Years employed with your firm: _____

Name: _____ Years Exp. with plant facilities work: _____
Number of Years employed with your firm: _____

Name: _____ Years Exp. with plant facilities work: _____
Number of Years employed with your firm: _____

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

- a. Total number of current employees stationed in Albuquerque metro area:
- | | | | |
|------------------|-------|----------------|-------|
| Project Managers | _____ | Estimators | _____ |
| Superintendents | _____ | Foremen | _____ |
| Project Tech | _____ | Tradesman | _____ |
| Operators | _____ | Administration | _____ |
| Safety Staff | _____ | Others | _____ |
- b. List relevant major equipment owned by your company available for projects:
(Use **ATTACHMENT L** to attach listing, if needed, ☐ No ☐ Yes)
- _____
- _____
- _____
- _____
- c. Does your firm have the immediate capacity to perform the work required for projects as defined in paragraph 3a at the following levels?
- | | | |
|---------------------|-----------------------------|----------------------------------------------|
| \$0.00 to \$100,000 | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| \$0.00 to \$300,000 | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| \$0.00 to \$500,000 | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Over \$500,000 | <input type="checkbox"/> No | <input type="checkbox"/> Yes, up to \$ _____ |
- d. Please list all projects currently under contract with the Water Authority.
- ☐ None ☐ See Attachment E for listing (**ATTACHMENT E**)

6. SURETY

- a. Firm's current surety company: _____
- Will this surety company be used for the construction contract for this project?
- ☐ Yes ☐ No, explain: _____
- Contact Agent: Name: _____ Telephone: _____
- Years utilizing this surety: _____ Maximum Capacity: _____
- Aggregate Total of current surety in force: _____
- b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?
- ☐ Yes ☐ No, explain: _____
- c. Has your firm had any construction contracts taken over by a surety for completion in the past **three (3)** years?
- ☐ No ☐ Yes, provide number of contracts taken over and explain each (use **ATTACHMENT L**)
- d. Has your firm used other surety companies within the last **five (5)** years?
- ☐ Yes (list) ☐ No

Surety Company

Contact Name & Telephone Number

Surety Company

Contact Name & Telephone Number

Surety Company

Contact Name & Telephone Number

7. SAFETY

- a. Does your firm have a written safety program compliant with current OSHA Standards, 29 CFR 1926-1910?

☐ Yes ☐ No

Provide copy of your firm's written safety program at **ATTACHMENT F**.

- b. Do your current employees have 10-hour OSHA card in Construction Industry Safety?

☐ Yes ☐ No, explain: _____

- c. Provide a list of key safety personnel including the designated safety manager who will be assigned to the Water Authority, and list specific duties (attach Resume in format shown at **ATTACHMENT D**):

Name: _____ Title: _____

Duties: _____

Name: _____ Title: _____

Duties: _____

Name: _____ Title: _____

Duties: _____

- d. Provide the Experience Modification Rate for the past **five (5)** years:

_____/_____/_____/_____/_____

- e. Provide the Recordable Incident Rate for the past **three (3)** years:

_____/_____/_____

- f. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or governmental agency?

☐ Yes ☐ No, explain: _____

8. INSURANCE & CLAIMS HISTORY

- a. Firm's current insurance companies:

Company Name Address

Agent Name Telephone Number

Company Name Address

Agent Name Telephone Number

- b. Provide a statement of insurance losses incurred during the past **five (5)** years and of workmen's accidental deaths during that period. Include with **ATTACHMENT G**.
- c. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last **five (5)** years in a construction related matter in which the contractor, or any officer, is or was party?
☐ Yes ☐ No, explain: _____
- d. Has your firm during the past **five (5)** years been free of a determination by a court of competent jurisdiction that it filed a false claim with any Federal, State, or local government entity?
☐ Yes ☐ No, explain: _____
- e. Does your firm have the ability to provide the required insurance as defined in the "Insurance Requirements" as set forth in this RFQ?
☐ Yes ☐ No, explain: _____

9. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program? ☐ Yes ☐ No
- b. Provide copy of your firm's written Quality Assurance Program at **ATTACHMENT H**.
- c. Provide a statement of specific measures that your firm will utilize to ensure that the quality of materials utilized on projects are in compliance with plans and specifications:

- d. Provide a statement of specific measures that your firm will utilize to ensure that the workmanship on projects will conform to the requirements of plans and specifications:

10. PROJECT SCHEDULING

- a. Does your firm use computerized scheduling? ☐ Yes ☐ No
- b. If yes, which programs and versions are used? Please list.

- c. Has the firm been involved with a large (greater than \$1,000,000) wastewater treatment plant or water treatment plant construction project, featuring either plant renovation /

modification work or new plant facilities construction, within the past five (5) years in which the schedule was not met? ☐ Yes ☐ No

If yes, list projects:

(1) Project: _____

Reason for Delay: _____

(2) Project: _____

Reason for Delay: _____

(3) Project: _____

Reason for Delay: _____

- d. Has the firm been assessed liquidated damages due to scheduling for any project in the past **five (5)** years? ☐ Yes ☐ No

If Yes, list projects:

- e. Has the firm ever defaulted on a contract? ☐ Yes ☐ No

If yes, explain:

11. LABOR CODE VIOLATIONS

- a. Has your firm, during the past **five (5)** years, been free of any determinations by a court or an administrative agency of repeated or willful violations of law and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?

☐ Yes, please provide documentation to substantiate this (**ATTACHMENT I**).

☐ No, explain:

- b. Is the firm free of all Subcontractor Fair Practices Act violations for the past **five (5)** years?

☐ Yes ☐ No, explain:

- c. Does your firm abide by applicable laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?

☐ Yes ☐ No, explain:

12. AFFIRMATIVE ACTION POLICY

- a. Does your firm have an active Affirmative Action Policy? ☐ Yes ☐ No
- b. Provide **one (1)** copy of the current policy (**ATTACHMENT J**).

13. MANAGEMENT PLAN

- a. Please describe how you would manage Plant Facilities Projects, including staffing, technical approach to the projects and your project scheduling, should you be awarded any construction projects.
- b. Describe how your firm would incorporate value engineering into its management plan for specific work order assignments that would potentially realize cost savings and shortened completion schedules.
- c. Please describe how you would manage emergency On-call Construction projects including your levels of response time, work performed by your own forces, and work your firm routinely subcontracts out.
- d. Please describe your firm's experience with On-call Construction projects. Include number of projects, type of construction services performed, response time, percentage of work subcontracted out, and coordination with client.

Please provide management plan responses as **ATTACHMENT K**.

14. CONTACTOR'S COMMENTS

- a. Please provide further explanation of items indicated requiring explanation, or other additional information to further explain any of the questions asked in this Qualification Statement (**ATTACHMENT L**).

Name and Title	Firm Name
Signature	Address of Firm
E-mail address	City, State, Zip Code
Telephone Number	Date

State of _____)
) ss.
 County of _____)

SEAL

[END OF QUALIFICATION STATEMENT]

**STATEMENT OF QUALIFICATIONS
ATTACHMENT A**

**REFERENCE: 2.c. & 2.d. RESIDENT CONTRACTOR and RESIDENT VETERAN
PREFERENCE CERTIFICATION FORM.**

ATTENTION OFFERORS - PLEASE AFFIX

TO RECEIVE A RESIDENT CONTRACTOR OR A RESIDENT VETERAN CONTRACTOR PREFERENCE PURSUANT TO SECTION 13-4-2 NMSA 1978, A RESIDENT CONTRACTOR OR A RESIDENT VETERAN CONTRACTOR SHALL SUBMIT WITH ITS PROPOSAL A COPY OF A VALID RESIDENT CONTRACTOR OR RESIDENT VETERAN CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT PURSUANT TO SECTION 13-1-22 NMSA 1978.

Check Here If Offeror Has Submitted:

- ___ A copy of a valid resident contractor certificate with its proposal to receive a resident contractor preference pursuant to Section 13-4-2 NMSA 1978. (Five percent (5%) of the total possible points to be awarded.)
- ___ A copy of a valid resident veteran contractor certificate with its proposal to receive a resident veteran contractor preference pursuant to Section 13-4-2 NMSA 1978. Ten percent (10% of the total possible points to be awarded.)
- ___ A joint offer by a combination of a resident veteran, resident or nonresident contractor. If checked, state the percentage of services that will be provided by each of the joint parties under the contract:

(Non-Resident)

(Resident)

(Resident Veteran)

Offeror declares under penalty of perjury that this statement is true to the best of its knowledge and understands that giving false or misleading statements about material fact regarding this matter constitutes a crime.

STATEMENT OF QUALIFICATIONS

ATTACHMENT B

REFERENCE: 3.a. Provide ten (10) project summaries of water treatment plant and/or wastewater treatment plant renovation, expansion and/or new treatment plant facilities construction work performed by your firm.

Complete one form for each project

PROJECT DESCRIPTION

Project Name: _____ Contact Name: _____
Project Type: _____ Contact Title: _____
Owner: _____ Contact Phone No.: _____

ENGINEER

Company: _____ Contact Phone Number: _____
Contact Name: _____ Contact Title: _____
Type of Construction: _____

Summary of project to include size and type of treatment plant equipment that was removed and replaced and/or new treatment facilities that were constructed including various pumps, blowers, mixers, compressors, mechanical bar screen equipment, grit removal equipment, clarifier mechanisms, disinfection systems, chemical make-up and feed systems, and material handling systems along with appurtenant concrete, piping, electrical, and instrumentation work, yard piping improvements, and related work that were part of the project: _____

Describe any value engineering ideas incorporated into the project that were initiated by either your firm or the project owner, the resulting reductions in Contract Price or Contract Time that were achieved, and how the cost savings were shared with the project owner.

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$ _____ Original Contract Duration (days) _____

Number of Change Orders: _____

Reason for Change Order(s): _____

Final Contract Amount
With all Change Orders: \$ _____

Final Contract Duration (days)
With all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? ☐ No ☐ Yes, days _____

Amount of Liquidated Damages Assessed on this Project: \$ _____

Percentage of Work Subcontracted: _____ % Contract Type: ☐ Competitive Bid

☐ Negotiated Lump Sum

☐ Guaranteed Maximum

☐ Other (Describe) _____

Major Subcontractors:

List by Name and Percentage

Mechanical _____ %

Electrical _____ %

Plumbing _____ %

Concrete _____ %

Other: _____ %

**STATEMENT OF QUALIFICATIONS
ATTACHMENT C**

**REFERENCE: 3.c. Major treatment plant construction projects (over \$500,000)
currently under contract.**

PROJECT:

OWNER:

ENGINEER:

CONTRACT AMOUNT:

PERCENTAGE COMPLETE:

SCHEDULED COMPLETION:

PROJECT:

OWNER:

ENGINEER:

CONTRACT AMOUNT:

PERCENTAGE COMPLETE:

SCHEDULED COMPLETION:

PROJECT:

OWNER:

ENGINEER:

CONTRACT AMOUNT:

PERCENTAGE COMPLETE:

SCHEDULED COMPLETION:

PROJECT:

OWNER:

ENGINEER:

CONTRACT AMOUNT:

PERCENTAGE COMPLETE:

SCHEDULED COMPLETION:

STATEMENT OF QUALIFICATIONS ATTACHMENT D

REFERENCE: 4.a. 4.b. 7.c. Resumes.

Attach one (1) page resumes of principal members of the firm's organization including the officers and supervisors, project manager, project superintendent, safety program manager
Other key personnel (Optional)

EDUCATION

High school, College, Trade Schools, Trade Seminars, Trade/Management Specialized Courses, etc.

RELATED EXPERIENCE

Related experience should include the Position Title, Duties and Responsibilities, Major Accomplishments, and Number of Personnel Supervised

Related experience must cover, at a minimum, the time period identified in the Statement 4b(1) and 4b(2).

PROJECT EXPERIENCE

Identify project experience requested in the Statement at 4b(1) and 4b(2). Include the Project Title and Location.

Other information that demonstrates the individual's strengths for this project.

Project Professionals and Project Owner Reference may be included.

**STATEMENT OF QUALIFICATIONS
ATTACHMENT E**

REFERENCE: 5.d. Project(s) currently under contract with Water Authority.

PROJECT TITLE:

LOCATION:

START DATE:

PROJECTED COMPLETION:

PROJECT TITLE:

LOCATION:

START DATE:

PROJECTED COMPLETION:

PROJECT TITLE:

LOCATION:

START DATE:

PROJECTED COMPLETION:

PROJECT TITLE:

LOCATION:

START DATE:

PROJECTED COMPLETION:

**STATEMENT OF QUALIFICATIONS
ATTACHMENT F**

REFERENCE: 7.a. Copy of Firm's written Safety Plan.

[Lengthy Safety Plan may be submitted by electronic copy in PDF or Word Format on CD.]

Safety Plan provided in the following format:

- ☐ **Hardcopy**
- ☐ **Electronic copy**

**STATEMENT OF QUALIFICATIONS
ATTACHMENT G**

REFERENCE: 8.b. A statement of insurance losses during the past five (5) years and any workmen's accidental deaths during that period.

**STATEMENT OF QUALIFICATIONS
ATTACHMENT H**

REFERENCE: 9.b. Copy of Firm's written Quality Assurance Program.
[Lengthy Quality Assurance Program may be submitted by electronic copy
in PDF or Word Format on CD.]

Quality Assurance Program provided in the following format:

- ☐ **Hardcopy**
- ☐ **Electronic copy**

REFERENCE: 11.b. Affidavit of non-violation of Labor codes.

**STATEMENT OF QUALIFICATIONS
ATTACHMENT J**

REFERENCE: 12.b. Copy of Firm's Affirmative Action Policy.
[Lengthy Affirmative Action Policy may be submitted by
electronic copy in PDF or Word Format on CD.]

Affirmative Action Policy provided in the following format:

- ☐ **Hardcopy**
- ☐ **Electronic copy**

**STATEMENT OF QUALIFICATIONS
ATTACHMENT K**

REFERENCE: 13. Management Plan.

Limited to a maximum of five (5) pages of text/photos, single-sided, in 8 ½" x 11" format.

**STATEMENT OF QUALIFICATIONS
ATTACHMENT L**

REFERENCE: 14.a. Additional Information.

Additional written explanations or comments required for clarification of items contained in the Statement of Qualifications.

**ITEM REF
NUMBER**

COMMENTS / ADDITIONAL EXPLANATION

PART 6 EVALUATION OF OFFERS

6.1 Selection Process: The Executive Director of the Albuquerque Bernalillo County Water Utility Authority shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFQ, the Ad Hoc Advisory Committee shall submit to the Executive Director a list of qualified firms in the order in which they are recommended. Interviews may be conducted with all Offerors or only those responsive and responsible offerors who are selected for the short list.

6.2 Evaluation Assistance: The Ad Hoc Advisory Committee, in evaluating proposals, reserves the right to use any assistance deemed advisable, including Water Authority contractors and consultants. The Ad Hoc Advisory Committee is not restricted to the minimum information required for disclosure qualification statements and any relevant information regarding performance from reliable sources may be considered.

6.3 Rejection and Waiver: The Ad Hoc Advisory Committee reserves the right to reject any or all proposals, to waive any and all informalities and technical irregularities in proposals received, or allow the Offeror to correct them if it is in the best interest of the Water Authority and reserves the right to disregard all nonconforming or conditional proposals or counter-proposals.

6.4 Evaluation Factors: The completed Statement of Qualification proposal packages will be reviewed by the Ad Hoc Advisory Committee for accurateness and completeness. Each Offeror must answer all the questions and provide all requested information, where applicable. The following evaluation factors, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Executive Director. The proposal factors will be rated on a scale of **0-100** with weight relationships as stated below.

6.4.1 Company Past Performance (Statement of Qualifications submittal) 30 points

Years in construction industry; experience with water treatment and wastewater treatment plant renovation work and/or new plant facilities construction projects; firm's experience with similar plant facilities projects; target/actual contract amount, target/actual schedule; liquidated damages; client satisfaction; safety rates; compliance with local laws and regulations; insurance and claims history; bonding capacity.

6.4.2 Personnel Past Performance (Statement of Qualifications submittal) 20 points

Experience of principal members and key personnel (Superintendent, project manager, estimator, safety officer) in construction industry and with water treatment plant or wastewater treatment plant facilities projects; equipment owned and operated; work performed with own forces; percentage of work subcontracted; personnel experience with target/actual contract amount and target/actual schedule; client satisfaction; safety compliant; compliance with local, state, and federal laws and regulations.

- 6.4.3 Management Plan (Statement of Qualifications submittal) 20 points**
Overall technical and organizational capability including management team, staffing, and scheduling approach to projects; value engineering; emergency response experience and plan; QA/QC plan; safety program.
- 6.4.3 Company Capability (Statement of Qualifications submittal) 20 points**
Experience of principal members and key personnel in the construction of multidiscipline projects involving civil, building mechanical, plumbing, electrical, instrumentation and controls, other than water and wastewater treatment plant facilities; equipment owned and operated; work performed with own forces, percentage of work subcontracted; personnel experience with target/actual contract amount and target/actual schedule; client satisfaction; safety compliant, compliance with local, state and federal laws and regulations.
- 6.4.4 Local Preferences (Statement of Qualifications submittal) 10 points**
Submittal of a copy of a valid resident contractor certificate issued by the State of New Mexico Taxation and Revenue Department.

[END OF PART 6]

PART 7
AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY
& NONDISCRIMINATION

The following provisions are hereby made a part of the Contract Documents:

During the performance of this Contract, the **Contractor** agrees as follows:

7.1 The **Contractor** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or ancestry, or disability.

The **Contractor** will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or ancestry, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, disciplinary actions and grievances, rates of pay or other forms of compensation, other terms and conditions of employment and selection for training, including apprenticeship.

7.2 The **Contractor** will make reasonable accommodation to the known disability of an otherwise qualified employee or applicant for employment as required by local, state, and federal law.

7.3 The **Contractor** will, in all solicitations or advertisements for employees placed by or on behalf of the **Contractor**, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, sex, sexual orientation, age, national origin or ancestry, or disability.

7.4 The **Contractor** will send to each labor union, organization, or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, and training programs, a notice advising the labor union, organization or workers' representatives and training programs of its Equal Employment Opportunity (EEO) policy and request their cooperation in meeting its EEO obligations. The **Contractor** shall post copies of the notice in conspicuous places available to employees, applicants for employment, and the general public.

7.5 The **Contractor** will comply with all provisions of the City of Albuquerque Human Rights Ordinance, Sections 11-3-1 et seq. ROA 1994; the New Mexico Human Rights Act, as amended, Sections 28-1-1 et seq., NMSA 1978; and Title VII of the US Civil Rights Act of 1964, as amended.

Contractors required by Section 5 of these Special Provisions to take affirmative action steps and/or to submit a written Affirmative Action Plan will follow the guidelines found in Executive Order 11246, as amended; Revised Order No. 4 (41 CFR part 60-2 or 60-4 as appropriate); 41 CFR Part 60-250 and 41 CFR Part 60-741 in the preparation of its Affirmative Action Plan and in the performance of its Affirmative Action/Equal Employment Opportunity duties under this Contract.

7.6 The **Contractor** will permit access to its books, records, and accounts by the **Owner** for the purpose of review or investigation to ascertain compliance with the City of Albuquerque Human Rights Ordinance, Sections 11-3-1 et seq. ROA 1994; the New Mexico Human Rights Act, as amended, Sections 28-1-1 et seq., NMSA 1978; and Title VII of the US Civil Rights Act of 1964 as amended, and Executive Order 11246 as amended, and the rules, regulations, and orders issued pursuant to those laws.

7.7 The **Contractor** will post in conspicuous places available to employees, applicants for employment and the general public, nondiscrimination notices and any other notices required to be posted by municipal, state and federal agencies.

7.8 In the event of **Contractor's** noncompliance with the nondiscrimination clauses of this Contract or with any other applicable laws, rules or orders pertaining to Affirmative Action/Equal Employment Opportunity and Nondiscrimination, this Contract may be cancelled, terminated or suspended in whole or in part, the **Contractor** may be declared ineligible for further Water Authority contracts, and such other sanctions as may be imposed and remedies invoked as otherwise provided by law.

7.9 The **Contractor** will include the provisions of Paragraphs 7.1 through 7.8 above in every subcontract or purchase order so that such provisions shall be binding upon every Subcontractor. The **Contractor** shall take such action, with respect to any subcontract, as necessary to enforce such provisions, including sanctions provided for noncompliance.

7.10 When the **Contractor** delivers the executed Work Order Authorization Form to **Owner**, the **Contractor** shall also submit to the **Owner** a copy of the executed **Form CC-1**, Contractor's List of Subcontractors/Suppliers. (See **Appendix B: Sample Forms**.)

7.11 In the event that a state or federal agency is providing funding for this Contract and has specific Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements, which are in conflict with these requirements, the specific state or federal requirements will govern.

[END OF PART 7]

PART 8
NOTICE TO CONTRACTORS - ADDITIONAL AFFIRMATIVE ACTION
AND EEO EMPLOYMENT DATA REQUIREMENTS

In addition to the Affirmative Action/Equal Employment Opportunity (EEO) and Nondiscrimination Requirements specified in Part 7, the requirements for specific affirmative actions, submitting affirmative action plans and for EEO employment data reporting for construction and non-construction contractors are as follows:

8.1 Construction and Non-construction Contractors' Affirmative Action/Equal Employment Opportunity Requirements

8.1.1 The **Owner** requires that each Contractor shall submit, with their proposal, **Form CC-2 (see Appendix C: Mandatory Forms)**, Certification of Offeror Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

8.1.2 The **Owner** requires that Contractors and Subcontractors holding contracts or subcontracts of \$10,000 or more shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the **Contractor's** compliance with these requirements shall be based upon its effort to achieve maximum results from its actions. The **Contractor** shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the **Contractor's** employees are assigned to work. The **Contractor** shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the **Contractor's** obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the **Contractor** or its union have employment opportunities available, and maintain a record of the organization's responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the **Contractor** by the union or, if referred, not employed by the **Contractor**, this shall be documented in the file with the reason therefor, along with whatever additional actions the **Contractor** may have taken.
- d) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the **Contractor's** employment needs. The **Contractor** shall provide notice of these programs to the sources compiled under paragraph b above.
- e) Disseminate the **Contractor's** EEO policy by providing notice of the policy to the unions and training programs and requesting their cooperation in assisting the

Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- f) Review, at least annually, the company's EEO policy and affirmative action obligations under these requirements with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- g) Disseminate the **Contractor's** EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the **Contractor's** EEO policy with other contractors and subcontractors with whom the **Contractor** does or anticipates doing business.
- h) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the **Contractor's** recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the **Contractor** shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- i) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the **Contractor's** workforce.
- j) Validate all tests and other selection requirements where there is an obligation to do so under 29 CFR Part 1607.
- k) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities, through appropriate training, etc.
- l) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the **Contractor's** obligations under these requirements are being carried out.

[END OF PART 8]

PART 9

SUBCONTRACTORS FAIR PRACTICES ACT COMPLIANCE

9.1 Some Public Works Projects are subject to the provisions of the Subcontractors Fair Practices Act, Sections 13-4-31 et seq., NMSA 1978. The listing threshold is \$5,000 or 1/2 of 1% of the estimated Project cost not including alternates, whichever is greater.

9.2 List of Subcontractors Required: The Contractor shall define the categories of work done by each subcontractor in the Work Order offer and shall list on **SFPA-1 Form / Subcontractor Listing (see Appendix B: Sample Forms)**, 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 dollar amount given in paragraph 9.1 above. 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 stated in paragraph 9.1. Those subcontractors whose work does not exceed the amount given in paragraph 9.1 shall be listed in accordance with Part 2, Section 2.2.1. A completed Work Order offer submitted by a Contractor who fails to comply with this Paragraph 9.2 may be considered a non-responsive offer which may not be accepted.

9.3 No Contractor whose Work Order 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 **Owner**.

9.4 No Contractor whose Work Order offer is accepted shall sublet or subcontract any portion of the Work in an amount exceeding the threshold amount given in paragraph 9.1 above where the original Work Order offer did not designate a subcontractor, unless:

9.4.1 the Contractor received no bid for that category – Note: the Contractor must designate on the list of subcontractors (**SFPA-1 Form / Subcontractor Listing**) that "no bid was received", or

9.4.2 the Contractor received only one bid for that category – Note: the Contractor must designate on the list of subcontractors (**SFPA-1 Form / Subcontractor Listing**) that "only one bid was received" together with the name of that subcontractor. This designation shall not occur more than one time on the list of subcontractors), or

9.4.3 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 listing 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 that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the Work Order 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.

9.5 Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is required pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work is caused as a result of a subcontractor protesting its substitution, the **Contractor** shall not be entitled to an increase in the Contract Price or Contract Time.

[END OF PART 9]

PART 10

COMPLIANCE WITH STORM DRAINAGE DISCHARGE REQUIREMENTS

During the performance of this Contract, the **Contractor** agrees as follows:

If the project construction will disturb one acre or more, or the discharges have been designated by the U.S. Environmental Protection Agency (EPA) as needing a permit under §122.26(a)(1)(v) or §122.26(b)(15)(ii), the project is subject to the EPA's National Pollutant Discharge Elimination System (NPDES) Regulations for Storm Water Discharges, 40 CFR, Parts 122, 123 and 124.

10.1 The **Contractor** shall complete an electronic EPA **Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under a NPDES General Permit, Form 3510-9**, or a Low Erosivity Waiver (LEW) form, if applicable, as directed on the EPA website:

<http://cfpub.epa.gov/NPDES/stormwater/enoi.cfm>

A LEW is applicable to short-term (generally less than 8 months) construction projects that disturb an area of 1 to 5 acres during the dry season (mid-October to mid-June). Submission of a LEW exempts contractors from preparation of a storm water pollution prevention plan (SWP3). Contractors may use the calculation tool on the EPA website to determine whether or not the site is eligible for a LEW:

<http://cfpub.epa.gov/npdes/stormwater/lew/lewcalculator.cfm>

Note that routine maintenance projects, regardless of size, are exempt from submission of either a LEW or NOI as well as preparation of a SWP3. Routine maintenance projects are classified as those activities performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site. Such activities include water/sewer line breaks, street millings and overlays, replacement of water meter boxes, replacement of curb and gutter, etc. These activities, however, are still subject to the requirements of the City of Albuquerque's Municipal Separate Storm Sewer System (MS4) permit and must comply with good house-keeping practices and prohibited discharges to the storm drain system.

10.2 Notification of Disallowable Discharges. The Contractor shall notify the Water Authority Collections Section as specified in the plans and the Water Authority Project Manager immediately after learning of any construction related Disallowable Discharge event and provide a written report within 24 hours of the occurrence. At a minimum, the written report shall include the following information:

- Contractor name, contact representative, and phone number
- Time, date, address or exact location for the incident
- Source and cause of the release or spill along with a detailed description of incident including any observed environmental impacts
- Types of material(s) released or spilled
- Quantity of materials released or spilled, including quantity contained, quantity uncontained
- Methods used for containment
- Medium (e.g. land, water) affected by release or spill
- Danger or threat posed by the release or spill

- Number and types of injuries or fatalities (if any)
- Weather conditions at the incident location
- Name of the carrier or vessel, vehicle number/railcar, pipeline, or other identifying information
- Whether an evacuation has occurred or was needed
- Other agencies notified or about to be notified
- Any other information that may help emergency personnel respond to the incident
- Any known future remediation that will be required as a result

A **Disallowable Discharge** is defined by the New Mexico Environment Department as, “[a]ny amount of any material in such quantity as may with reasonable probability injure or be detrimental to human health, animal or plant life, or property; or may unreasonably interfere with the public welfare or the use of property must be reported. This includes chemical, bio hazardous, petroleum-product, and sewage spills and incidents. In addition to recent spills, the discovery of evidence of previous unauthorized discharges, such as contaminated soil or ground water, also must be reported”.

10.3 The **Contractor** needs to submit electronic and hard copies of the SWP3 to the **Owner** for review and approval prior to completion of the NOI. The **Contractor** shall also submit, at least fourteen (14) days prior to ground disturbance, a hard copy of the completed NOI form or a hard copy of the LEW form and one (1) electronic and one (1) hard copy of the approved Storm Water Pollution Prevention Plan (SWP3) to both of the following addresses:

Albuquerque Bernalillo County
Water Utility Authority
Water Resources,
Engineering & Planning Division
SWPPP Compliance Officer
One Civic Plaza NW, Room 5027
Albuquerque, NM 87102

City of Albuquerque
Department of Municipal Development
Engineering Division
Storm Water Quality Section
400 Marquette NW, Room 301
Albuquerque, NM 87103
(505) 768-3654

10.4 By completing an NOI, the **Contractor** is certifying to the **Owner** and to the City of Albuquerque that a SWP3 has been completed as per the NPDES Permit and is in the **Contractor's** possession and one copy has been delivered pursuant to Paragraph 10.3 above.

10.5 The **Contractor** is the designated “Operator” of the NPDES Permit, and is solely responsible for execution of the project construction in conformance with NPDES Permit condition(s) and requirement(s), including work performed by any subcontractor(s). The **Contractor** shall immediately correct conditions related to the project that are in violation of NPDES permit requirements. Failure by the **Contractor** to correct such conditions in a timely manner may subject the **Contractor** to fines and/or penalties.

10.6 The **Contractor** shall indemnify, defend and hold the **Owner** harmless from any fines and/or penalties issued for violations of NPDES Permit conditions.

10.7 In the event the **Contractor** fails to comply with NPDES Permit requirements, the **Owner** retains the right to enter upon the project site and perform corrective measures. Any costs associated with corrective measures shall be the responsibility of, and shall be paid by, the **Contractor**. The

Owner shall be entitled to deduct such costs from remaining contract amounts, and if insufficient contract amounts exist, the **Contractor** shall reimburse the **Owner** for any deficiency.

10.8 An electronic EPA **Notice of Termination (NOT) of Coverage Under a NPDES General Permit for Storm Water Discharges Associated with Construction Activity, Form 3510-13**, will be completed by the **Contractor** at the website in Paragraph 10.1 above, and a copy to the addresses in Paragraph 10.3 above after final stabilization and final acceptance of the project construction by the **Owner**.

[END OF PART 10]

PART 11

COMPLIANCE WITH AIR QUALITY REQUIREMENTS

During the performance of this Contract, the **Contractor** agrees as follows:

If the project requires the construction of new operating equipment or processes or the modification of existing operating equipment or processes that are stationary sources of air contaminants, the project is subject to the federal Clean Air Act, 42 U.S.C. Chapter 85, Sections 7401 *et seq.*; the New Mexico Air Quality Control Act, Sections 74-2-1 *et seq.* NMSA 1978; the Albuquerque/Bernalillo Joint Air Quality Control Board Ordinance, Sections 9-1-5-1 *et seq.* ROA 1994, and BCO 94-5, Section 4; and the Albuquerque/Bernalillo Joint Air Quality Control Board Regulations, NMAC 20.11.41.

11.1 The **Owner** will apply for an Authority To Construct Permit (**ATC Permit**) as required by NMAC 20.11.41.1 of the Albuquerque/Bernalillo County Air Quality Control Board Regulations.

11.2 Work on the project will not commence until the **ATC Permit** has been issued to the **Owner** and the **Owner's** designee has issued a Notice of Air Quality Compliance to the **Owner's** project manager and to the **Contractor**.

11.3 The **Contractor** shall indemnify, defend and hold the **Owner** harmless from any fines and/or penalties issued for violations of **ATC Permit** conditions.

11.4 In the event the **Contractor** fails to comply with **ATC Permit** requirements, the **Owner** retains the right to enter upon the project site and perform corrective measures. Any costs associated with corrective measures shall be the responsibility of, and shall be paid by, the **Contractor**. The **Owner** shall be entitled to deduct such costs from remaining contract amounts, and if insufficient contract amounts exist, the **Contractor** shall reimburse the **Owner** for any deficiency.

If the project requires the disturbance of three-quarters of an acre or more of land, the project is subject to the federal Clean Air Act, 42 U.S.C. Chapter 85, Sections 7401 *et seq.*; the New Mexico Air Quality Control Act, Sections 74-2-1 *et seq.* NMSA 1978; the Albuquerque/Bernalillo Joint Air Quality Control Board Ordinance, Sections 9-1-5-1 *et seq.* ROA 1994, and BCO 94-5, Section 4; and the Albuquerque/Bernalillo Joint Air Quality Control Board Regulations, NMAC 20.11.20.

11.5 The **Contractor** shall apply for a Fugitive Dust Control Construction Permit (**FDCC Permit**) as required by NMAC 20.11.20.14 of the Albuquerque/Bernalillo County Air Quality Control Board Regulations by filing an application with the Air Quality Division of the City of Albuquerque Environmental Health Department.

11.6 The application for the **FDCC Permit** shall be in the name of the **Contractor**.

11.7 The **Contractor** shall be designated as the responsible person for compliance with NMAC 20.11.20 of the Albuquerque/Bernalillo County Air Quality Control Board Regulations.

11.8 Upon completion of the application for the **FDCC Permit**, the **Contractor** shall give a copy of the application to the **Owner's** designee for review and comment before the **Contractor** files the application with the Air Quality Division of the City of Albuquerque Environmental Health Department.

11.9 The **Contractor** shall give a copy of the **FDCC Permit** to the **Owner's** designee when the **FDCC Permit** is issued.

11.10 The addresses and telephone and facsimile numbers for the **Owner's** designee's and the City's Air Quality Division are:

Owner's Designee:

Albuquerque Bernalillo County
Water Utility Authority
Charles S. Leder, P.E.
Manager – Plant Operations Division
Southside Water Reclamation Plant
4201 2nd Street SW
Albuquerque, New Mexico 87105
Telephone No. 505-289-3401
Cell: 505-331-6021
cleder@abcwua.org

Air Quality Division:

City of Albuquerque
Environmental Health Department
Air Quality Division
P.O. Box 1293
Albuquerque, New Mexico 87103
Telephone No. 505-768-1972
Facsimile No. 505-768-2617

11.11 The **Contractor** shall not commence construction of the Project until the **FDCC Permit** has been signed and posted as required by NMAC 20.11.20.14 of the Albuquerque/Bernalillo County Air Quality Control Board Regulations and the **Owner's** designee has reviewed the **FDCC Permit** and issued a Notice of Air Quality Compliance to the **Owner's** project manager and to the **Contractor**.

11.12 The **Contractor** is encouraged to visit the City of Albuquerque website at <http://www.cabq.gov/airquality/dust.html> for fugitive dust control permitting requirements, permit applications, dust control techniques, and dust control businesses.

11.13 The **Contractor** shall indemnify, defend and hold the **Owner** harmless from any fines and/or penalties issued for violations of **FDCC Permit** conditions.

11.14 In the event the **Contractor** fails to comply with **FDCC Permit** requirements, the **Owner** retains the right to enter upon the project site and perform corrective measures. Any costs associated with corrective measures shall be the responsibility of, and shall be paid by, the **Contractor**. The **Owner** shall be entitled to deduct such costs from remaining contract amounts, and if insufficient contract amounts exist, the **Contractor** shall reimburse the **Owner** for any deficiency.

[END OF PART 11]

PART 12
DRAFT AGREEMENT

ON-CALL CONSTRUCTION SERVICES 2016-1
PLANT FACILITIES
PROJECT NO. 1555.000

THIS AGREEMENT is made and entered into on the date last entered below, by and between the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico (hereinafter called "Owner" or "Water Authority"), and _____ (hereinafter called "Contractor"), a _____, whose address is _____.

WHEREAS, the Water Authority issued a Request For Qualifications, Project No. 1555.000, titled "On-Call Construction Services 2016-1 Plant Facilities", attached hereto as Exhibit A and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFQ Project No. 1555.000 which proposal is attached hereto as Exhibit B and by this reference made a part of this Agreement; and

WHEREAS, the Water Authority selected Contractor's qualifications submittal as being one of the most advantageous; and

WHEREAS, the Water Authority desires to enter into a written agreement with the Contractor for On-Call Construction Services and the Contractor is willing to provide such services.

WITNESSETH:

ARTICLE 1
THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents, and the order of precedence as set forth in the Supplemental General Conditions to the General Conditions, are as follows: This Agreement including Exhibits A and B and any subsequently awarded Work Orders, Modifications, Addenda, Special Provisions, Supplemental General Conditions, General Conditions, Supplemental Technical Specifications, Specifications, Drawings and Standard Drawings, together with any other documents defined in the General Conditions. These form the Contract Documents and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK OF THIS CONTRACT

- 2.1 That for and in consideration of the mutual covenants and agreements herein contained to be well and faithfully performed, the parties hereto agree as follows:

- 2.2 The Contractor, under the terms and conditions in this Agreement as more fully set forth in Exhibit A, Part 2, agrees to perform for the Owner pertinent Construction Services, on an as needed basis, as described in the Exhibit A, Part 4, Scope of Services, Request for Qualifications Project No. 1555.000, and more fully described in the Scope of Work for each individually awarded Work Order project.
- 2.3 Owner does not guarantee any number of projects to be awarded to Contractor under this Agreement. The Contractor agrees and understands that failure to perform the Work to the satisfaction of the Owner may affect future selections to perform subsequent Work Orders under this Agreement.
- 2.4 Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete the Work for the construction of the referenced Project and any authorized supplemental work, all in strict accordance with the Contract Documents, including all Addenda thereto. During the term of this Agreement, each Project will be identified and a scope of work will be provided by the Owner.
- 2.5 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
- 2.6 The construction of all projects under this RFQ will be governed by and in accordance with the City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, General Conditions and Technical Specifications, as updated and amended, and as amended by the Supplemental General Conditions to the General Conditions.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 The term of this Agreement shall be for a period of two (2) years from the final execution by the Water Authority. This contract term may be extended for an additional two (2) years by mutual written agreement between the Water Authority and the Contractor.

ARTICLE 4 OWNER'S RESPONSIBILITY

- 4.1 OWNER AGREES, in accordance with the Supplemental General Conditions to the General Conditions and the City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, General Conditions and Technical Specifications, as updated and amended, to perform all duties as Owner and Engineer if one is not assigned to project, and as enumerated below:
- (a) To issue individual Work Orders under these Contract Documents, for construction or replacement of public infrastructure as needs arise. Such issuance of Work Orders shall be as set forth in Exhibit A, Part 3.
 - (b) To designate specific representatives of the Owner to act in behalf of the Water Authority.

- (c) To give thorough consideration to all sketches, working drawings, specifications, offers and other documents submitted by the Contractor, and to inform the Contractor in writing of its decisions within a reasonable time so as not to interrupt or delay the work of the Contractor.
- (d) To give the Contractor written notice of any change in the quality or scope of the Project.
- (e) To give prompt written notice to the Contractor of any defects in the Project which the Owner observes or otherwise becomes aware of.

ARTICLE 5 THE CONTRACTOR'S RESPONSIBILITY

- 5.1 CONTRACTOR AGREES, in accordance with the Supplemental General Conditions to the General Conditions and the of City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, General Conditions and Technical Specifications, as updated and amended, to perform all necessary construction and related services in connection with awarded projects, and as enumerated below:
- (a) To respond and provide an offer to the Owner to individual Work Orders issued under these Contract Documents, for construction or replacement of public infrastructure as needs arise. Such responses to individual Work Orders shall be as set forth in Exhibit A, Part 3.
 - (b) Owner's approval and acceptance of Work Order offers shall be in accordance with Exhibit A, Part 3.
 - (c) To perform, as needed, all services as set forth in Exhibit A, Part 4, Scope of Services, and the Scope of Work as set forth in each individually awarded Work Order project.
 - (d) To attend such conferences with the Owner's designated representatives as may be requisite to a complete understanding of each identified project.
 - (e) Perform all services in strict compliance with the Standard Specifications, Supplemental General Conditions, General Conditions, Supplemental Technical Specifications, specifications, drawings, standard drawings, building codes and ordinances, if applicable, and other lawful regulatory authorities.
 - (f) Upon completion of all Work Order projects, provide to the Owner Record Drawings and Asset Data Tables of the services performed and assets installed/constructed.

ARTICLE 6
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 Date of commencement and Substantial Completion shall be as established by the Owner in the written Work Order Authorization Form for each project. Contractor agrees to pay as liquidated damages the amount set forth in the Work Order Authorization Form for each consecutive calendar day beyond the agreed time that Substantial Completion is not achieved and for each consecutive calendar day beyond the agreed time that all punch list items are not completed or corrected. The Contract Time may only be changed by an approved Change Order.

ARTICLE 7
CONTRACT PRICE AND PAYMENTS TO CONTRACTOR

- 7.1 The Contract Price shall be set forth in the Work Order Authorization Form for each individual Work Order project. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expenses without change in the Contract Price. The Contract Price may only be changed by an approved Change Order. All payments to Contractor shall be made in accordance with Section 14 of the General Conditions, as amended by the Supplemental General Conditions to the General Conditions.

ARTICLE 8
WORK ORDER AUTHORIZATIONS

- 8.1 The Contractor agrees to abide by the procedures set forth in Exhibit A, Part 3, Work Orders.
- 8.2 The Contractor agrees that all offers submitted for each individual Work Order project may not be withdrawn for a period of fifty-five (55) calendar days after being submitted to the Owner for consideration.
- 8.3 Every Work Order project awarded in excess of \$25,000 will require an individual Performance Bond and Labor and Material Payment Bond in the full project amount. The Contractor will furnish and maintain the bonds covering the faithful performance of each authorized Project and the payment of all obligations arising thereunder in an amount equal to 100% of the Contract Price. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico and acceptable to the Owner, and shall be named in the current U.S. Department of the Treasury's Listing of Approved Sureties, Circular 570. The Contractor will require the Attorney-in-Fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his Power of Attorney. In addition, every Work Order project will require that the Contractor shall furnish Builders Risk insurance as required by Exhibit A, Section 1.27.
- 8.4 Every project in excess of \$60,000 will require a Wage Decision issued by the New Mexico Department of Workforce Solutions which will be included with Work Order Authorization Form.

- 8.5 The Contractor agrees to provide all necessary subcontractors listings with each individual awarded Work Order project.
- 8.6 In cases of Emergency Work all verbal authorizations shall be followed up with proper written documentation including a completed Work Order Authorization Form, all bonds, insurance certificates and other necessary forms, as soon as possible after start of any emergency work.

ARTICLE 9 INSURANCE AND BONDS

- 9.1 The Contractor shall not commence any work under a Work Order until the bonds, if necessary, required in Exhibit A, Section 1.27, have been obtained and submitted to the Water Authority.
- 9.2 The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.27, have been obtained and the proper certificates (or policies) have been submitted to the Water Authority.
- 9.3 In cases of emergency work all bonds, insurance certificates and other necessary forms, as applicable, shall be submitted as soon as possible after start of any emergency work.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1 Terms. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplemental General Conditions.
- 10.2 License. Contractor must possess and maintain during the term of this Agreement a current and active New Mexico Contractor's license.
- 10.3 Amendments. Any changes to the terms of this Agreement will be mutually agreed upon by and between the Owner and the Contractor and shall be incorporated by written amendments to this Agreement.
- 10.4 Assignment. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority therein.
- 10.5 Affirmative Action/Equal Employment Opportunity and Nondiscrimination. The Contractor hereby agrees to comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements as set forth in Exhibit A, Parts 7 and 8, and to submit all information and reports required therein.
- 10.6 Subcontractor's Fair Practices Act. Contractor will be required to adhere to the New Mexico Subcontractor's Fair Practices Act, Section 13-4-31 NMSA. In accordance, Contractor will be required to list each subcontractor proposed to perform services identified within the

scope of work for each Work Order project whereby the amount of work to be performed by a subcontractor exceeds the project listing threshold. (Reference Exhibit A, Part 9.)

- 10.7 Governing Law. The Contract Documents shall be governed by the laws of the State of New Mexico.
- 10.8 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.9 Approval. This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

ARTICLE 11 SUSPENSION OF WORK, TERMINATION AND CANCELLATION

- 11.1 This Agreement may be terminated by the Owner or the Contractor as provided in Section 15 of the General Conditions.
- 11.2 The Work may be suspended by the Owner as provided in Section 15 of the General Conditions.
- 11.3 The Owner reserves the right to cancel without penalty, this Request For Qualifications, Project No. 1555.000, the resultant agreement(s), or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

[This space is intentionally left blank.]

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**

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

John M. Stomp III, P.E.
Chief Operating Officer

Date: _____

Reviewed by:

Charles W. Kolberg, General Counsel

Date: _____

CONTRACTOR:

Contractor Firm Name

By: _____

Title: _____

Date: _____

State Taxation and Revenue Department

Taxpayer Identification No.: _____

Federal Taxpayer Identification No.

[END OF PART 12]

PART 13
STANDARD SPECIFICATIONS

INCORPORATION OF CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS

The **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition, General Conditions and Technical Specifications, **as updated and amended**, are incorporated by reference, the same as if fully written herein and shall govern all Work Order Projects except where revised, updated or supplemented by the Supplemental Special Provisions, Special Provisions and/or the Supplemental Technical Specifications.

The City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, may be purchased in bound book format or in CD ROM format by contacting:

Planning Department
City Engineer, Development & Building Services Division
P.O. Box 1293
Albuquerque, New Mexico 87103
(505) 924-3975

The City of Albuquerque Standard Specifications for Public Works Construction, 1986 Edition, as updated through Update Number Eight, as amended, may also be viewed on and printed from the City's web page at:

<http://www.cabq.gov/planning/developers/forms/design-review-and-construction>

The following is a list of Updates and amendments that have been issued to the **City of Albuquerque Standard Specifications for Public Works Construction**, 1986 Edition:

<u>Update No.</u>	<u>Effective Date</u>
One	March 25, 1987
Two	January 1, 1988
Three	July 1, 1988
Four	February 16, 1993
Five	November 15, 1994
Six	July 14, 1995
Seven	July 1, 2003, amended August 19, 2005
Eight	April 5, 2011, amended March 19, 2013

**SUPPLEMENTAL GENERAL CONDITIONS TO THE GENERAL CONDITIONS
OF THE 1986 CITY OF ALBUQUERQUE
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
(Revised Update No. 4; Revised Update No. 7; Revised Update No. 8)**

1. Section 1.2. Abbreviations:

- Revise the following abbreviation:

CIP – delete “cast-iron pipe” and replace it with “complete in place”.

- Delete the following abbreviations:

NMSHD and **NMSHTD**

- Add the following abbreviations:

ABCWUA – Albuquerque Bernalillo County Water Utility Authority

NMDOT – New Mexico Department of Transportation

2. Section 1.4. Definitions:

- Add the following definitions:

Architect – This term shall be used interchangeably with "Engineer" throughout the Contract Documents.

Punch List – a list of items to be completed or corrected following Engineer’s issuance of Substantial Completion.

- Revise the following definitions:

Debarment – third line, change “that” to “than”

Modification – last sentence, change “my” to “may”

Owner – change City of Albuquerque to Albuquerque Bernalillo County Water Utility Authority

3. Section 3.2: Delete the third sentence of this subsection and replace it with the following:

“In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplemental Special Provisions, Special Provisions, Proposal, Advertisement, Instructions to Offerors, Supplemental General Conditions, General Conditions, Supplemental Technical Specifications, Specifications, Drawings and Standard Drawings.”

4. **Section 4.4.3:** Delete this section in its entirety and replace with the following:

“4.4.3. Survey Services

4.4.3.1. Description. This work shall consist of construction staking lines, grades and layouts by the Contractor in accordance with the plans and specifications and as directed by the Engineer.

4.4.3.2. Materials. The Contractor shall furnish all stakes, templates, straightedges, surveying equipment and other devices necessary for establishing, checking, marking, and maintaining points, including P.I.'s, P.C.'s, P.T.'s, and lines, grades and layouts. As directed by the Engineer, points shall be referenced so that they may later be re-established.

4.4.3.3. Construction Requirements (Construction Staking by the Contractor). Construction staking by the Contractor shall include use of vertical and horizontal survey control points to establish construction survey points and establish additional bench marks as necessary; setting grades for culverts or drains, slopes, subgrade, subbase, base course, paving, and any other points or elevations deemed necessary for proper control of the work.

Field notes shall be kept in standard field notebooks and shall become the property of the Owner upon completion of the Work. The standard field notebooks shall be made available to the Engineer upon request at any time during the prosecution of the work.

Any discrepancies in grade, alignment, locations, and/or dimensions detected by the Contractor shall immediately be brought to the attention of the Engineer.

The Contractor shall employ sufficient qualified personnel experienced in surveying and layout to complete the work accurately. The construction staking shall be performed under the direct control and personal supervision of a person who is duly registered as a professional land surveyor and is currently authorized to practice as such in the State of New Mexico. The Contractor shall present the credentials of the surveyor at the preconstruction conference for review and approval by the Engineer. Any errors in the construction of the project because of the construction staking detected by the Engineer shall be corrected by the Contractor. Any overruns resulting from the Contractor's errors will be at the expense of the Contractor.

The Engineer may check the accuracy of the construction stakes, lines, grades and layouts but will assume no responsibility for the accuracy or the final result of the construction stakes, lines, grades and layouts.

4.4.3.4. Method of Measurement. Construction staking by the Contractor as specified herein shall be measured as a lump sum unit.

4.4.3.5. Basis of Payment. For Unit Price Offers, Construction staking by the Contractor will be paid for at the contract lump sum unit offer price and all necessary personnel, equipment and supplies to accomplish this work shall be incidental to the Contract Unit Offer Price of this item.

No adjustments in the lump sum unit price will be made for staking required due to normal

increases in contract items.

For Lump Sum Offers, Construction staking by the Contractor will be incidental to the Contract Base Offer.”

5. Section 5, Bonds and Insurance:

- **5.2.1, General Conditions:** Add the following sentence to the end of the first full paragraph ending with the word "time."

"Policies of insurance shall be procured for all insurance required in this Section 5 and coverage limits of such policies of insurance shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts."

- **5.2.3.1:**

- ♦ Delete "comprehensive" on line 3.
- ♦ At the end of the section, add the following sentence:

“Albuquerque Bernalillo County Water Utility Authority and the Architect/Engineer shall be named additional insureds on the Commercial General Liability insurance coverage.”

- **5.2.6.1** is amended to read as follows:

5.2.6.1 BUILDERS RISK INSURANCE: The **Contractor** shall procure and maintain for the duration of each specific project authorized by a Work Order “Builders Risk”, installation floater, boiler and machinery and/or property insurance or insurance of an equivalent nature, in an amount equal to the full price of the Work Order to cover the Work of the Work Order for fire, theft, extended coverage, vandalism and malicious mischief. Such coverage shall continue until the Work or any part of the Work is accepted by the **Owner**. In the event of partial completion of the Work, the coverage may be reduced proportionally to the value of such Work. The amount of insurance procured for the Work of this Contract in the subsequent Section 5.2.6.2 “Property Insurance” may be deducted from the amount of insurance required under this Section only to the extent that the combined coverage equals the full amount of the Work Order Price. The **Owner** shall be provided a certificate of insurance (or copies of insurance policies if **Owner** calls for them) for all coverage required under this Section and the subsequent Section 5.2.6.2. When applicable, the policy shall provide coverage for the storage and the transport of materials, equipment and supplies of any kind whatsoever to be used on or incidental to the Agreement. The Albuquerque Bernalillo County Water Utility Authority shall be named as a loss payee with a loss payable clause stating that “loss, if any, shall be payable to the Albuquerque Bernalillo County Water Utility Authority as its interest may appear”.

- **5.2.6.2, Property Insurance:** The last sentence should be revised to read as follows:

"The deductible for the flood and earthquake coverage shall not be greater than twenty percent (20%) of the insurable value of the work, and in no event shall the deductible be more than Twenty-Five Thousand Dollars (\$25,000.00)."

6. Section 6, Contractor's Responsibilities:

- **6.1.2:** Delete "that" and replace with "who" on line 3.
- **6.3, Substitute Materials or Equipment:** Delete "accept" and replace with "be solely responsible for payment of" on line 23.
- **6.10, Record Drawings:** Add to the end: "Owner reserves the right to withhold payment from Contractor for Contractor's failure to comply with this provision."
- **6.11.2:** On line 18, after the sentence ending with the words "construction work", add the following sentence: "Contractor shall comply with 29 CFR Part 1926, Subpart P, Department of Labor Occupational Safety and Health Administration, Occupational Safety and Health Standards - Excavations, Final Rule, and all amendments thereto, whenever the Contractor is performing excavation activities."

7. Section 11, Change of Contract Price:

- **11.4.5.3.1:** Last sentence, delete "published by Equipment Guide Book Co., Palo Alto, California)" and replace it with:
"available at <http://www.equipmentwatch.com/Navigation.do?product=BBOL>)".
- **11.4.5.3.2:** third line, delete the words "to be used".

8. Section 12, Change of the Contract Time: Add a new subsection 12.4, to read as follows:

"12.4 Early Completion. Contractor is entitled to complete the Work early, but in the event that the Owner, other contractors or other individuals or entities cause a delay in Contractor's performance that does not cause the Contractor to exceed the allocated contract completion time, Contractor shall not be entitled to additional compensation."

9. Section 13, Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work:

- **13.1.2:** Delete the following words from the end of the first sentence: ("including but not limited to existing retainage held by Owner in accordance with Section 14 of these General Conditions"), and substitute a period for the preceding comma.
- **13.7, One Year Correction Period:**
 - Add to the end: "Nothing herein shall be construed as limiting the warranty and guarantee provisions pursuant to Section 13.1 herein."
 - In the second line, add the words "of each Work Order" after the words "Substantial Completion".
 - In the 45th line, add the words "of each Work Order" after the words "Substantial

Completion of all the work”.

10. Section 14, Payments to Contractors and Completion:

- **14.2 Application for Progress Payment:** Delete this Subsection in its entirety and replace it with the following:

14.2 ON-CALL CONSTRUCTION - APPLICATION FOR PAYMENT

Work which is accomplished through the issuance of Work Order shall be paid for in accordance with the following:

14.2.1 A single, final payment for each Work Order will be processed individually upon completion of the Work Order, except that requests for partial payment will be authorized on major Work Orders, as defined elsewhere in this section.

14.2.2 Partial payments will be processed only for major Work Orders approved by the **Owner** under the following conditions:

- a. A Work Order will be classified as major if it requires more than six (6) weeks to complete or is estimated to cost over One Hundred Thousand Dollars (\$100,000.00).
- b. Only one payment will be processed per month per Work Order.
- c. Payment will only be made for the completed portions of the Work and for materials in place.

14.2.3 After each Application for Payment has been approved by the **Owner**, **Owner** will, within twenty (20) days, make payment to the **Contractor** in the amount of each such Application for Payment. If **Owner** fails to make a particular progress payment to **Contractor** as specified herein, such failure shall not be held to violate or void this Contract, and no interest or penalty shall be owing the **Contractor** on such progress payments.

- **14.4.3.7:** Add a new subsection 14.4.3.7 to read as follows:

14.4.3.7 of contractor’s failure to submit progress schedules.

- **14.4.3.8:** Add a new subsection 14.4.3.8 to read as follows:

14.4.3.8 of contractor’s failure to maintain as-built drawings pursuant to Section 6.10.

- **14.9.2**, second sentence, delete “If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and”, so that the second sentence reads:

“If Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed

and accepted shall be submitted by Contractor to Engineer with Contractor's request for such payment."

- **14.13:** Add a new Section 14.13 to read as follows:

14.13. Electronic Payments. All payments made pursuant to this contract shall be made by direct deposit to Contractor's account. Contractor shall submit, with his executed contract documents, all documentation required by the Owner to allow the Owner to make payments by this mechanism.

- 11. Section 15, Suspension of Work and Termination:** Add a new Subsection 15.2.4 to read as follows:

"15.2.4. In the event that Owner terminates the contract pursuant to this Section 15.2 and an arbitrator determines that the Owner was not justified in terminating the Contract pursuant to Section 15.2.2, the termination shall then be deemed to be a termination for convenience pursuant to Section 15.4 and Contractor's remedies are solely those contained in Section 15.4."

- 12. Section 16, Dispute Resolution:**

- **16.1, Arbitration:** Delete "award attorneys' fees and other costs in their discretion, and shall have the power to" on lines 25 through 27.
- **16.4, Arbitration Provision Required:** Delete the second sentence (lines 6 through 11).

- 13. Section 18.3 Water distribution System Shut-off and Turn-on Procedures.** In Subsection 18.3.3, Change the number of days to obtain a permit from three (3) to seven (7) days.

[END OF PART 13]

PART 14
SUPPLEMENTAL TECHNICAL SPECIFICATIONS

The following revisions and/or additions to the Technical Specifications of the Standard Specifications are hereby made a part of the Contract Documents.

<u>Spec Section</u>	<u>Title/Description</u>
1502	Contractor Submittals
1503	Mobilization/Demobilization
1504	NPDES Compliance
1505	Air Quality Compliance
1506	Video Recording Documentation
01010	General Considerations and Use of Site
01740	Cleaning During Construction and Final Cleaning

SECTION 1502 CONTRACTOR SUBMITTALS

Add the following sections

“1502.1.1 Contractor “Submittals” may be Shop Drawings, schedules, surveys, reports, samples, plans, lists, drawings, documents, findings, programs, manuals, data, or any other item or information required by the Contract Documents to be submitted or offered by the Contractor in accomplishing the Work.”

Add the following sections:

“1502.4 SUBMITTAL REQUIREMENTS

1502.4.1 Wherever Submittals are required hereunder, all such documents shall be furnished to the Owner’s Construction Manager.”

1502.4.2 The Contractor shall be responsible for the accuracy, completeness, and coordination of all Submittals, including but not limited to, Submittals of or from an item, product, service, person or firm which is specified in the Contract Documents; such specified Submittals shall not be presumed to be acceptable to the Owner and shall be subject to the same approval process as all other Submittals. The Contractor shall not delegate this responsibility in whole or in part to any Subcontractor. Submittals may be prepared by the Contractor, Subcontractor, or Supplier, but the Contractor shall ascertain that each Submittal meets the requirements of the contract and the project. The Contractor shall ensure that there is no conflict with other Submittals and shall notify the Owner’s Construction Manager in each case where its Submittals may affect the work of another Contractor or the Owner. The Contractor shall ensure coordination of Submittal of related crafts and Subcontractors.

1502.4.3 Failure to make timely submittals in accordance with the requirements of the specifications shall constitute grounds for the Owner to withhold compensation for the equipment to which the submittal is related, or, in the case of information lists, record drawings, investigation findings, safety plans, quality plans, and similar items, the Owner may withhold the value of the information in the submittal.

1502.5 SUBMITTAL REQUIREMENTS

1502.5.1 The Contractor shall submit a progress report once each calendar month showing the status of all outstanding Work Orders awarded to the Contractor that pertain to this Contract. These reports shall include the following items.

1. Work Order Number
2. Short Title
3. Date Work Order Issued to Contractor
4. Scheduled Start Date for Work Order Construction
5. Scheduled Acceptance Date
6. Percent (%) Completed
7. Actual Acceptance Date

8. If construction exceeds time allowed or requires rescheduling, the reason therefor shall be indicated by the Contractor.

1502.5.2 Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to Owner's Construction Manager, must be substantiated with satisfactory evidence.

1502.6 SHOP DRAWINGS

1502.6.1 Wherever called for in the Contract Documents, or where required by the Owner's Construction Manager or Engineer, furnish to the Owner's Construction Manager for review, three copies of each Shop Drawing Submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. Whenever the Contractor is required to submit design calculations as part of a Submittal, such calculations shall bear the signature and seal of a professional engineer registered in New Mexico unless otherwise directed.

1502.6.2 All Shop Drawing Submittals shall be accompanied by a Submittal transmittal form acceptable to the Owner's Construction Manager. Any Submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.

1502.6.3 Organization

1502.6.3.1 A single Shop Drawing Submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a Submittal is required. A single Submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: If a pump section references other sections for the motor, protective coating, anchor bolts, local control panel, and variable frequency drive, a single Submittal would be accepted; a single Submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.

1502.6.3.2 On the transmittal form, index the components of the Submittal and insert tabs in the Submittal to match components. Relate the Submittal components to specification paragraph and subparagraph, drawing number, detail number, schedule title, or room number or building name, as applicable.

1502.6.3.3 Unless otherwise approved by Owner, terminology and equipment names and numbers used in Submittal shall match the Contract Documents.

1502.6.4 Format

1502.6.4.1 Minimum sheet size shall be 8.5 inches by 11 inches. Maximum sheet size shall be 24 inches by 34 inches. Every page in a Submittal shall be numbered in sequence. Each copy of a Submittal shall be collated and stapled or bound, as appropriate. The Owner's Construction Manager will not collate copies.

1502.6.4.2 Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.

1502.6.4.3 Each Submittal shall be assigned a unique number. Submittals shall be numbered sequentially. The Submittal numbers shall be clearly noted on the transmittal. Original Submittals shall be assigned a numeric Submittal number. Resubmittals shall bear an alpha-numeric system which consists of the number assigned to the original Submittal for that item followed by a letter of the alphabet to represent that it is a subsequent Submittal of the original. For example, if Submittal 25 requires a resubmittal, the first resubmittal will bear the designation "25-A" and the second resubmittal will bear the designation "25-B" and so on.

1502.6.5 Disorganized Submittals which do not meet the requirements above will be returned without review.

1502.6.6 Except as may otherwise be indicated herein, the Owner's Construction Manager will return each Submittal to the Contractor, with its comments noted thereon, within 28 calendar days following their receipt by the Owner's Construction Manager. For resubmittal of Submittals, the Owner's Construction Manager will be allowed the same review period as for the original Submittal. It is considered reasonable that the Contractor shall make a complete and acceptable Submittal to the Owner's Construction Manager by the second submission of a Submittal item. Should the Engineer, if applicable, be required to review third and subsequent submittals, Owner will withhold from Contractor's next payment request an amount based on Engineer's current fee schedule, including applicable miscellaneous expenses, so that Owner may reimburse Engineer for such reviews.

1502.6.7 If three copies of a Submittal are returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said Submittal will not be required.

1502.6.8 If three copies of a Submittal are returned to the Contractor marked "Make CORRECTIONS NOTED," formal revision and resubmission of said Submittal will not be required.

1502.6.9 If a Submittal is returned to the Contractor marked "NOTE MARKINGS-RESUBMIT," the Contractor shall revise said Submittal and resubmit the required number of copies. Resubmittal of portions of multi-page or multi-drawing Submittals will not be allowed. For example, if a Shop Drawing Submittal that consists of ten drawings contains only one drawing that needs to be amended and resubmitted, the Submittal as a whole is deemed as "NOTE MARKINGS-RESUBMIT," and all ten drawings of the Submittal are required to be resubmitted.

1502.6.10 If a Submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said Submittal and resubmit the required number of copies. Resubmittal of portions of multi-page or multi-drawing Submittals will not be allowed. For example, is a Shop Drawing Submittal that consists of ten drawings contains only (one) drawing that is rejected and needs to be resubmitted, the Submittal as a whole is deemed as "REJECTED-RESUBMIT," and all ten drawings of the Submittal are required to be resubmitted.

1502.6.11 Any changes made on a resubmittal, other than those made or requested by the ENGINEER or Owner's Construction Manager, shall be identified and flagged on the resubmittal.

1502.6.12 Fabrication of an item shall commence only after the Engineer, if applicable, has reviewed the pertinent Submittals and the Owner's Construction Manager has returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on Submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements.

1502.6.13 All Contractor Shop Drawing Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission. Each Submittal shall be dated and signed with the following: "I have verified that the equipment or material in this Submittal meets all the requirements specified or shown in the Contract Documents without exceptions." In the case of Shop Drawings, each sheet shall be so dated, signed, and certified. No consideration for review of any submittals will be made for any items which have not been so certified. All non-certified submittals will be returned without action taken, and any delays caused thereby shall be the total responsibility of the Contractor.

1502.6.14 The Owner's Construction Manager's and/or Engineer's review of Shop Drawing Submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions and for compliance with the Contract Documents. The Contractor shall assume all responsibility and risk for any problem due to any errors in Submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

1502.6.15 No changes in the Contract times will be considered for schedule delays resulting from non-complaint Submittals.

1502.6.16 Within 30 Days of the Notice to Proceed, the Contractor shall submit a complete list of anticipated Submittals which includes Specification and Drawing references. The list shall be updated with "early start" Submittal date within 15 Days of Submittal of the Contractor's construction schedule. The Submittal dates shall be updated whenever the schedule is updated.

1502.6.17 Any additional Submittals identified after the initial Submittal shall be included in the updates.

1502.6.18 If the Contractor submits an incomplete Submittal, the Submittal may be returned without review. A complete Submittal shall contain sufficient data to demonstrate that the items contained therein comply with the Contract Documents, meet the minimum requirements for Submittals as described in the Contract Documents, and include all corrections as required from previous Submittals.

1502.7 SAMPLES

1502.7.1 Whenever in the Specifications samples are required, submit not less than three samples of each item or material to the Owner's Construction Manager for acceptance at no additional cost to the Owner.

1502.7.2 Samples, as required herein, shall be submitted for acceptance a minimum of 21 days prior to ordering such material for delivery to the jobsite, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.

1502.7.3 All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Manufacturer's name for identification. Upon receiving acceptance of the Owner's Construction Manager or Engineer, one set of the samples will be stamped and dated and returned to the Contractor, and one set of samples will be retained, and one set of samples shall remain at the job site until completion of the Work.

1502.7.4 Unless indicated otherwise, all color and textures of specified items presented in sample Submittals shall be from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products, or equipment lines and their selection will require an increase in contract time or price, clearly indicate same on the transmittal page of the Submittal.

1502.8 EXCESSIVE SUBMITTALS

1502.8.1 The Contractor shall reimburse the Owner for Engineer's costs to review Excessive Submittals.

1502.8.2 The Contractor is allowed two (2) submittals on any one (1) item of material, product, equipment system, or O&M Manual to demonstrate compliance with the requirement of the Contract Documents.

1502.8.3 Any and all subsequent submittals for the item of material, product, equipment system, or O&M Manual following the first two (2) submittals that Contractor still needs to make to demonstrate compliance with the requirements of the Contract Documents are defined as Excessive Submittals.

1502.8.4 Owner will charge Contractor for all of Engineer's labor and incidental costs to review Excessive Submittals based on Engineer's standard billing rates. The total amount owed by Contractor to Owner for review of Excessive submittals will be deducted from the amounts owed Contractor on the Final Adjusting Change Order.

1502.8.5 In accordance with the sections above, whenever the Engineer, if applicable, marks the first re-submittal (i.e., the second submittal) on a particular item with the Action Code: "C-Reviewed and Not Accepted. Correct and Resubmit", this will constitute written notice by the Owner to the Contractor and that Excessive Submittals for the item in question will be required of the Contractor and that the Owner will deduct Engineer's labor and incidental costs to review any and all subsequent submittals on the item in question from the Contract Price on the final adjusting Change Order for the project.

1502.9 SURVEY DATA

1502.9.1 The Contractor shall make available for examination throughout the construction period all

field books, notes, and other data developed by Contractor in performing the surveys required by the Work and shall submit all such data to Owner's Construction Manager with documentation required for final acceptance of the Work.

1502.10 UTILITY INVESTIGATION

1502.10.1 The Contractor shall submit the findings of all utility investigations performed.

1502.11 MEASUREMENT AND PAYMENT

1502.11 All costs associated with the preparation of submittals is considered incidental to the cost of construction. No additional compensation will be rendered for preparation, submission and re-submission of submittals.”

[END OF SECTION 1502]

SECTION 1503
MOBILIZATION/DEMOBILIZATION

ADDED SECTION

1503.1 DESCRIPTION

1503.1.1 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.

1503.2 REFERENCES - None

1503.3 MATERIALS - Not Applicable

1503.4 CONSTRUCTION - Not Applicable

1503.5 MEASUREMENT AND PAYMENT

1503.5.1 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.

1503.5.2 Payment Procedures: Payment will be rendered using the following procedure:

1503.5.2.1 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;

1503.5.2.2 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;

1503.5.2.3 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.

[END OF SECTION 1503]

SECTION 1504
NPDES COMPLIANCE

ADDED SECTION

1504.1 GENERAL

1504.1.1 The work under this section includes compliance with the U.S. Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES) Regulations for Storm Water Discharges from construction sites. This work consists of developing a site specific Storm Water Pollution Prevention Plan (SWPPP), if one has not been developed. The work also includes **implementing and maintaining** this plan to control erosion, pollution, sediment and runoff associated with the construction of the project. This Work includes construction phase activities through final stabilization. Note that SWPPP preparation is NOT applicable to every project. It is the responsibility of the contractor to determine whether or not SWPPP preparation is necessary (see Part 11).

1504.2 STORM WATER POLLUTION PREVENTION PLAN

504.2.1 The Storm Water Pollution Prevention Plan (SWPPP) must satisfy the requirements as required by the EPA. It must contain all required EPA documentation and forms, which likely include the following sections, and forms:

1504.2.1.1 SWPPP REQUIRED SECTIONS

1. Storm Water Team;
2. Nature of Construction Activities;
3. Emergency Related Projects (if applicable);
4. Identification of Other Site Operators;
5. Sequence and Estimated Dates of Construction Activities;
6. Site Map;
7. Construction Site Pollutants;
8. Non-Storm Water Discharges;
9. Buffer Documentation;
10. Temporary Erosion and Sediment Control Plan and Description of Storm Water Control Measures (Construction Phase & Final Stabilization);
11. Pollution Prevention Procedures;
12. Procedures for Inspection, Maintenance, and Corrective Action;
13. Staff Training;
14. Documentation of Compliance and Other Federal Requirements;
15. SWPPP Certification; and
16. Post-Authorization Additions to the SWPPP.

1504.2.1.2 SWPPP REQUIRED FORMS

1. Notice of Intent (NOI);

2. Storm Water Program;
3. Storm Water Management;
4. NPDES General Construction Storm Water Permit Checklist; and
5. Contractor Certification for NPDES General Permit for Storm Water Discharges from Construction Sites.

1504.3 CONTRACTOR RESPONSIBILITIES

1504.3.1 The development of a site specific Storm Water Pollution Prevention Plan (SWPPP), if one has not been developed. The Contractor is also includes implementing and maintaining this plan to control erosion, pollution, sediment and runoff associated with the construction of the project.

1504.4 RETENTION OF RECORDS

1504.4.1 Retain and maintain SWPPP changes as required by the EPA. Include copies of the permit language and inspection and maintenance reports in the SWPPP. Prepare inspection and maintenance reports from commencement of earthwork activities to Project completion. Deliver the SWPPP to the Project Manager at Project completion. Ensure that these records are available to the public at all times.

1504.5 NOTICE OF INTENT (NOI)

1504.5.1 Provide a copy of the electronic NOI (eNOI) to the Project Manager that meets the NPDES General Permit requirements for discharge of storm water associated with construction activities.

1504.5.2 The OWNER and the Contractor will prepare and submit separate eNOIs to the EPA, designating the status of owner/operator. Do not begin earth-disturbing activities until the eNOIs are listed on the EPA website as “active.” The EPA will post eNOI approvals on their website. The Contractor shall submit a copy of the Contractor’s eNOI to the Project Manager.

1504.6 NOTICE TO TERMINATION (NOT)

1504.6.1 Prepare and submit a NOT to the EPA within 30 Days after Project completion, indicating that the operator of the Project has changed to the ABCWUA. Provide a copy of the submittal to the Project Manager.

1504.7 CONSTRUCTION REQUIREMENTS

1504.7.1 General: Apply appropriate erosion and sediment control measures for construction activities per the accepted Contractor developed SWPPP. Install temporary erosion and sediment control features and maintain until final grading, erosion control, and seeding operations completion.

1504.7.2 Contractor’s Operations: Keep construction activity to a minimum within the Project Right of Way, adjacent to the Project, to prevent damage to vegetation. Repair damage or disturbance to areas, not necessary for construction of the Project, at no additional cost to the OWNER. Keep construction areas in an orderly condition and promptly dispose of refuse and

discarded Materials. As directed by the Project Manager, provide erosion and sediment control measures necessary to correct negligent or improper installation, at no additional cost to the OWNER.

1504.7.3 Sequence of Operations: Before Work begins, the Project Manager and the Contractor will conduct a site inspection to review the planned erosion control protections. Use the Contractor developed SWPPP for this review. Coordinate the placement and maintenance of the temporary and permanent erosion and sediment control measures shown in the Contractor developed SWPPP.

1504.7.4 The OWNER will not compensate the Contractor for NPDES compliance efforts if the Contractor begins earth-disturbing Work before the following:

1504.7.4.1 Submission of the eNOI and obtaining notification of permit coverage; or

1504.7.4.2 Placing erosion control measures.

1504.8 SWPPP INSPECTION AND MAINTENANCE

1504.8.1 Inspect and maintain the Project site for NPDES compliance during the Project. Inspect and maintain installations at the following frequencies, as required by the EPA. Inspection and maintenance frequencies may be as follows:

1504.8.1.1 At least once every seven (7) Calendar Days; or

1504.8.1.2 Once every 14 Calendar Days and within 24 hours of a 0.25 inch or greater rainfall event.

1504.8.2 Maintenance Work includes, but is not limited to, repair of damaged installations, removal of trapped sediment, and cleaning of any silt fence. Remove accumulated silt when the control installation becomes 50% filled. Inspect disturbed areas, Material storage areas, discharge locations, and structural control measures. Inspect vehicle entrances and exits for material being tracked off-site. Document each inspection on an EPA approved SWPPP Inspection Form. Submit the inspection report signed by a NPDES-trained and qualified person to the Project Manager within 24 hours after the inspection. Include copies in the Contractor's SWPPP.

1504.8.3 Install a rain gauge at the Project site to track rainfall amounts for the inspection schedule.

1504.8.4 Designate the person responsible for the SWPPP on an EPA acceptable qualification form by the OWNER, and sign. Ensure that the person is familiar with the Project SWPPP and document the responsible person's experience and training on the qualification form. Include it with the SWPPP. The Project Manager will assign a qualified OWNER representative (with qualification form) experienced and trained in implementing BMPs.

1504.8.5 Repair damaged erosion and sediment control installations within three (3) Days of an inspection or following notification by the Project Manager that repairs are required.

1504.8.6 If a damaged erosion control installation could result in sediment discharge into a live stream, water impoundment, or other body of water, initiate repairs within 24 hours or sooner, as necessary or as directed by the Project Manager.

1504.8.7 Maintain erosion and sediment control installations specified to remain following completion of the Work until the Project is completed.

1504.8.8 Dispose of erosion and sediment control installations in accordance with the EPA requirements or as directed by the Project Manager.

1504.9 REMOVAL OF CONTROL INSTALLATIONS

1504.9.1 Remove temporary erosion and sediment control installations and features from the Project area when no longer required, unless otherwise specified in the Contract or directed by the Project Manager. After removing temporary erosion control installations, restore ground lines, cover, and features as closely as possible to original condition.

1504.9.2 Removed sediment may be deposited at an EPA approved disposal site. Sediment may also be disposed of on the OWNER's property, if approved by the Project Manager. Where removed sediment is deposited in previously undisturbed areas, the Contractor shall reseed those areas at no additional cost to the OWNER.

1504.10 NOTIFICATION OF DISALLOWABLE DISCHARGES

1504.10.1 The contractor shall notify the Water Collections Section as specified in the plans and the Water Authority Project Manager immediately after learning of any construction related Disallowable Discharge event and provide a written report within 24 hours of the occurrence. At a minimum, the written report shall include the following information:

- Contractor name, contact representative, and phone number
- Time, date, address or exact location for the incident
- Source and cause of the release or spill along with a detailed description of incident including any observed environmental impacts
- Types of material(s) released or spilled
- Quantity of materials released or spilled, including quantity contained, quantity uncontained
- Methods used for containment
- Medium (e.g. land, water) affected by release or spill
- Danger or threat posed by the release or spill
- Number and types of injuries or fatalities (if any)
- Weather conditions at the incident location
- Name of the carrier or vessel, vehicle number/railcar, pipeline, or other identifying information
- Whether an evacuation has occurred or was needed
- Other agencies notified or about to be notified
- Any other information that may help emergency personnel respond to the incident

- Any known future remediation that will be required as a result

1504.10.2 A *Disallowable Discharge* is defined by the New Mexico Environment Department as, “[a]ny amount of any material in such quantity as may with reasonable probability injure or be detrimental to human health, animal or plant life, or property; or may unreasonably interfere with the public welfare or the use of property must be reported. This includes chemical, bio hazardous, petroleum-product, and sewage spills and incidents. In addition to recent spills, the discovery of evidence of previous unauthorized discharges, such as contaminated soil or ground water, also must be reported”.

1504.11 SUBMITTALS

1504.11.1 The Contractor shall provide the OWNER copies of all of the following for review, comment and approval and record keeping at least twenty one (21) days prior to ground disturbance unless otherwise directed the OWNER:

1504.11.1.1 SWPPP

1504.11.1.2 Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under a NPDES General Permit, Form 3510-9 or a Low Erosivity Waiver (LEW) form, if applicable.

1504.11.2 The Contractor shall submit OWNER reviewed and approved copies of all of the following to City of Albuquerque, and EPA for review and approval at least fourteen (14) days prior to ground disturbance unless otherwise directed the OWNER:

1504.11.2.1 SWPPP

1504.11.2.2 Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under a NPDES General Permit, Form 3510-9 or a Low Erosivity Waiver (LEW) form, if applicable.

1504.11.3 The Contractor shall provide the OWNER copies of all SWPPP Inspection and Maintenance documentation.

1504.11.4 The Contractor shall provide the OWNER copies of all of the following for review, comment and approval and record keeping:

1504.11.4.1 EPA Notice of Termination (NOT) of Coverage Under a NPDES General Permit for Storm Water Discharges Associated with Construction Activity, Form 3510-13 and BMP removal.

1504.11.5 The Contractor shall submit OWNER reviewed and approved copies of all of the following to City of Albuquerque, and EPA for review and approval:

1504.11.5.1 EPA Notice of Termination (NOT) of Coverage Under a NPDES General

Permit for Storm Water Discharges Associated with Construction Activity, Form 3510-13 and BMP removal.

1504.12 MEASUREMENT AND PAYMENT

1504.12.1 In order to receive further payments, all field inspection and corrective action reports must be kept current in the SWPPP and submitted to the Project Manager each month. If there are deficiencies documenting, maintaining, or implementing the SWPPP and its Best Management Practices (BMPs), the payment will be withheld until the deficiencies are corrected.

1504.12.2 NPDES compliance shall be paid for as follows:

1504.12.2.1 Twenty-five (25) percent of the Lump Sum unit price amount shall be paid after the **Contractor** has prepared a SWPPP for review and approval by the **Owner**, provided electronic and hard copies of the approved SWPPP to the **Owner** and to the City of Albuquerque, and completed an EPA **Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity Under a NPDES General Permit, Form 3510-9**, or a Low Erosivity Waiver (LEW) form, if applicable. A hard copy of the NOI, or a hard copy of the LEW form, must be delivered to the **Owner** and to the City of Albuquerque and the original filed with the EPA at least fourteen (14) days prior to ground disturbance. All required erosion control measures sufficient to begin construction must also be in place. This will be defined in the plan specifications and/or the SWPPP.

1504.12.2.2 Payment for an additional fifty (50) percent of the Lump Sum unit price amount shall be prorated based on the **Actual Percent Complete** on the *Application for Payment* as approved by the Architect, Engineer or Landscape Architect. For example, if the **Contractor** is 20% complete, the contractor can take the 20% (0.2) and multiply it by half of the Lump Sum unit price amount, and receive that portion.

1504.12.2.3 The remaining twenty-five (25) percent of the Lump Sum unit price amount will be based on the completion of an EPA **Notice of Termination (NOT) of Coverage Under a NPDES General Permit for Storm Water Discharges Associated with Construction Activity, Form 3510-13** and BMP removal. A copy of the NOT along with an electronic copy of the SWPPP including all reports and related permit documentation must be delivered to the **Owner** and to the City of Albuquerque and the original filed with the EPA. BMPs must be removed as defined in the plan specifications or SWPPP. This is done in case there are some BMPs that must remain until final stabilization is met, and that there are no more NPDES concerns for the **Contractor**. Maintenance of the BMPs that are to remain until final stabilization has occurred is the responsibility of the **Contractor** at no additional cost to the **Owner**.

1504.12.2.4 Notification of Disallowable Discharges. There shall be no additional payment for providing notifications related to Disallowable Discharge events to the Water Authority.

[END OF SECTION 1504]

SECTION 1505
AIR QUALITY COMPLIANCE

ADDED SECTION

1505.1 General

The work under this section includes compliance with the Albuquerque/Bernalillo Joint Air Quality Control Board Regulations, NMAC 20.11.20 for fugitive dust control at construction sites. This work consists of developing a fugitive dust control plan and preparation of an application for a Fugitive Dust Control Construction Permit (**FDCC Permit**) and the implementation and maintenance of the fugitive dust control plan and compliance with the conditions of the **FDCC Permit**. A **FDCC Permit** is NOT required for every project. It is the responsibility of the **Contractor** to determine whether or not a **FDCC Permit** is necessary (See Special Provision Section 10.5).

1505.2 Measurement and Payment

1505.2.1 Unit Price Proposals. For Unit Price Proposals, **FDCC Permit** compliance shall be paid for as follows:

1505.2.1.1 Twenty-five (25) percent of the Lump Sum unit price amount shall be paid after the **Contractor** has received a **FDCC Permit**, given a copy of the **FDCC Permit** to the **Owner's** designee, and the **FDCC Permit** has been signed and posted as required by NMAC 20.11.20.14 of the Albuquerque/Bernalillo Joint Air Quality Control Board Regulations. All required dust control measures sufficient to comply with the **FDCC Permit** conditions to begin construction must be in place.

1505.2.1.2 Payment of an additional fifty (50) percent of the Lump Sum unit price amount shall be prorated based on the **Actual Percent Complete** on the Application for Payment as approved by the Engineer. For example, if the **Contractor** is 20% complete, the **Contractor** can take the 20% (0.2) and multiply it by half of the Lump Sum unit price amount, and receive that portion.

In order to receive payments, the field inspection forms must be sent in with the Application for Payment each month. If there are deficiencies maintaining or implementing the **FDCC Permit**, the payment will be withheld until the deficiencies are corrected.

1505.2.1.3 The remaining twenty-five (25) percent of the Lump Sum unit price amount will be paid upon the completion of the project.

1505.2.2 Lump Sum Proposals. For Lump Sum Proposals, **FDCC Permit** compliance shall be paid as follows:

1505.2.2.1 Twenty-five (25) percent of the amount specified in an accepted schedule of values shall be paid after the **Contractor** has received a **FDCC Permit**, given a copy of the

FDCC Permit to the **Owner's** designee, and the **FDCC Permit** has been signed and posted as required by NMAC 20.11.20.14 of the Albuquerque/Bernalillo Joint Air Quality Control Board Regulations. All required dust control measures sufficient to comply with the **FDCC Permit** conditions to begin construction must be in place.

1505.2.2.2 Payment of an additional fifty (50) percent of the amount specified in an accepted schedule of values shall be prorated based on the **Actual Percent Complete** on the Application for Payment as approved by the Engineer. For example, if the **Contractor** is 20% complete, the **Contractor** can take the 20% (0.2) and multiply it by half of the Lump Sum unit price amount, and receive that portion.

In order to receive payments, the field inspection forms must be sent in with the Application for Payment each month. If there are deficiencies maintaining or implementing the **FDCC Permit**, the payment will be withheld until the deficiencies are corrected.

1505.2.2.3 The remaining twenty-five (25) percent of the amount specified in an accepted schedule of values will be paid upon the completion of the project.

[END OF SECTION 1505]

SECTION 1506
VIDEO RECORDING DOCUMENTATION

ADDED SECTION

1506.1 GENERAL

1506.1.1 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.

1506.2 MATERIALS

1506.2.1 Video Camera Equipment. The Contractor shall furnish at least one video camera and appurtenances for the duration of the project. The equipment shall be:

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

1506.2.2 Video Recording Viewing System. The Contractor shall provide have at least one DVD viewing system and appurtenances for the duration of the project. The system shall be:

1506.2.2.1 Capable of reproducing a color picture with audio on a television screen; and

1506.2.2.2 Capable of slow motion, stop for viewing of single picture image, and reverse controls.

1506.2.3 DVD. The Contractor shall supply a sufficient number of DVDs 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 DVD shall be titled, catalogued, dated, sequenced in chronological order, and all categories cross referenced with each other. A copy of each DVD 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.

1506.3 CONSTRUCTION REQUIREMENTS

1506.3.1 Equipment Operator Requirements. The video camera equipment operator shall be familiar with, and have experience using the video recording equipment.

1506.3.2 Features to be Video Recorded. The Contractor shall video record all drainage structure inlets and outlets, adjacent building structures, and locations where construction will be performed.

1506.3.3 General Controls

1506.3.3.1 The maximum speed of camera movement shall not exceed 1.22 meters per second.

1506.3.3.2 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

1506.3.3.3 During all videotaping the Contractor shall provide an audio explanation of significant features observed during video recording.

1506.3.3.4 Any notification to the Contractor of any damages or any concerns/remedies resulting from construction activities shall be relayed to the Engineer.

1506.3.3.5 Building Structure Documentation. 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.

1506.3.3.6 Drainage Documentation. 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.

1506.3.4 Availability for Video Documentation. Recording equipment and operator shall be on-site within 1 hour at the Owner's request.

1506.3.5 Availability for Video Viewing. The video viewing system and the appropriate recording media shall be available for meetings as scheduled, and at the request of the Engineer.

1506.3.6 Quality of Finished Video Documentation. 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.

1506.3.7 The Contractor is directed to specifically include video of:

1506.3.7.1 All existing sidewalks, curb and gutter, and similar surface construction features adjacent to the work being performed.

1506.3.7.2 Concrete interior walls and floors of structures to be renovated.

1506.3.8 The video recordings will be used to determine any impacts on structures and areas due to the Contractor's operations.

1506.3.8.1 The Contractor shall furnish all labor, tools, equipment, material, and other appurtenances necessary to complete the work.

1506.3.8.2 Digital video (DVD) format may be substituted provided that the picture quality is deemed acceptable by the Owner.

1506.4 MEASUREMENT & PAYMENT

1506.4.1 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.

[END OF SECTION 1506]

SECTION 01010
GENERAL CONSIDERATIONS AND USE OF SITE

PART 1 - GENERAL

1.01 GENERAL

The Work to be performed under each Work Order of this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including: fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete, safe and proper construction of the Work in good faith shall be provided by the CONTRACTOR at no increase in cost to the OWNER.

1.02 WORK BY OTHERS AT THE SITE

The CONTRACTOR'S attention is directed to the fact that work may be conducted at or adjacent to the Site of a Work Order project by other contractors during the performance of the Work under this Contract. The CONTRACTOR is to conduct its operations in a manner that will minimize interference with the work of other contractors under separate contract with the OWNER or other entities and shall coordinate its operations and cooperate fully, with such contractors to provide continued safe access to their respective portions of the Site, as required to perform the work in their respective contracts. The CONTRACTOR shall include in the Offer Price all costs associated with the successful coordination of its operations with other contractors. Copies of Contract Documents pertaining to work conducted on or adjacent to the Site are available for review upon request.

1.03 COORDINATION

- A. Protect all power poles from damage. If interfering power poles, telephone poles, light poles, guy wires, or anchors are encountered, notify the ENGINEER and the appropriate utility company at least 48 hours in advance of construction operations to permit the necessary arrangements for protection or relocation of the interfering structures.
- B. CONTRACTOR shall protect all existing structures within the boundaries of the work and adjacent to the work. CONTRACTOR shall be responsible for visiting the site and becoming familiar with all existing structures. Existing structures damaged that were not part of this contract shall be repaired to their original condition at CONTRACTOR'S sole expense.

1.04 CONTRACTOR ACCESS AND USE OF PROJECT SITE

The CONTRACTOR'S use of the Project Site shall be limited to its construction operations,

including on-site storage of materials, on-site fabrication facilities, and field offices.

1.05 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.

1.06 TIME OF WORK AND OVERTIME NOTIFICATION

- A. 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.
- B. 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.

1.07 STORAGE

Storage conditions shall be in accordance with the manufacturer's requirements and shall be acceptable to OWNER for all materials and equipment not yet incorporated into the Work but included in Applications for Payment. Such storage arrangements and conditions shall be presented in writing for OWNER review and acceptance and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to OWNER. The stored materials shall be insured for full value

1.08 PRE-CONSTRUCTION REVIEW OF THE JOBSITE

Prior to the onset of construction, the CONTRACTOR shall video record the existing conditions of the jobsite and adjacent areas in accordance with Specification Section 1506: Video Recording.

1.09 PROJECT MEETINGS

A. Preconstruction Conference

- 1. 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:

- a. OWNER'S CONSTRUCTION MANAGER;
 - b. Representatives of OWNER;
 - c. Governmental representatives as appropriate;
 - d. Others as requested by CONTRACTOR, OWNER, or OWNER'S CONSTRUCTION MANAGER;
 - e. ENGINEER; and
 - f. 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.
- 2. Bring to the conference the submittals indicated in Specification Section 01300: Contractor Submittals.
 - 3. 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.
 - 4. The CONTRACTOR shall be prepared to discuss all of the items listed below.
 - a. CONTRACTOR'S schedules as required by Contract.
 - b. Transmittal, review, and distribution of all documents between the CONTRACTOR and the OWNER including CONTRACTOR'S submittals, RFI'S, Survey Requests, etc.
 - c. Processing applications for payment.
 - d. Maintaining record documents.
 - e. Critical Work sequencing.
 - f. Field decisions and Change Orders.
 - g. Use of project site, office and storage areas, security, housekeeping, and OWNER'S needs.
 - h. Major equipment deliveries and priorities.

- i. Permits required for construction.
 - j. Utilities required for construction.
 - k. Contract Authority and channels of communication.
 - l. Coordination with others.
 - m. Conflict resolution procedures.
5. 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

- 1. The OWNER'S PROJECT MANAGER 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.
- 2. The OWNER'S PROJECT MANAGER 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:

- a. The development of a four week look-ahead schedule (to be distributed to the OWNER at the subsequent progress meeting).
- b. Any concerns relating to the progress of the work.
- c. 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.

1.10 CONTRACTOR'S REQUEST FOR INFORMATION

- A. In the event that the CONTRACTOR determines that some portion of the Contract Documents requires additional information or interpretation, the CONTRACTOR shall submit a written statement to the OWNER'S CONSTRUCTION MANAGER requesting clarification on the issue. Such request must be provided by the CONTRACTOR to the OWNER immediately upon discovery. Prior to the submittal of the RFI the CONTRACTOR shall carefully study and review the Contract Documents to ensure that the requested information is not contained therein. Submit only one issue to be clarified per form. The CONTRACTOR must include in a properly written RFI the following information:
1. Contract number and title, RFI number (sequentially numbered), date, person requesting clarification and signature.
 2. A clear and concise summary of the issue in question and why further clarification or information is required from the OWNER.
 3. The specific drawing shall be identified by drawing number and location on the drawing sheet.
 4. The specific specification section shall be identified by section number, page and paragraph.
 5. Where applicable, the CONTRACTOR shall include his own interpretation of the drawings or specifications and why he believes such an understanding is correct.
 6. In cases requesting clarification of coordination issues, the CONTRACTOR shall include a suggested solution with necessary drawings or sketches with the RFI.
- B. Only RFI'S submitted by the CONTRACTOR will be accepted. Any clarifications required by the Subcontractors, Manufacturers, or Suppliers of the CONTRACTOR must be properly routed through the CONTRACTOR to the OWNER on the appropriate form. All RFI'S must be limited to clarifications of the Contract Documents. RFI'S shall not be used for the purpose of notifying the OWNER of the following:
1. To request approval of submittals.
 2. To request approval of substitutions.
 3. To request changes which entail additional cost or credit.

4. To request methods of performing work different than those shown or specified.
- C. If the OWNER determines that the RFI is not in relation to clarifications relating to the Contract Documents, such RFI will be returned to the CONTRACTOR with an explanation which may include references to other sections within the Contract for the CONTRACTOR to follow.
- D. Improper or Frivolous RFI'S that are not properly prepared as detailed above, or request information that is clearly shown in the Contract Documents, will be returned to the CONTRACTOR labeled as either Improper or Frivolous with the reasons for such determination. Should additional costs be incurred by OWNER as a result of reviews of RFI'S that were deemed Improper or Frivolous, OWNER will withhold from CONTRACTOR'S final payment an amount based on ENGINEER'S current fee schedule, including applicable miscellaneous expenses, so that OWNER may reimburse ENGINEER for such reviews.
- E. After receipt of the RFI, the OWNER will be allowed fourteen (14) calendar days to review and respond to the issue. If additional time is required by the OWNER, the CONTRACTOR will be notified in writing. Responses by the OWNER shall not be interpreted as authorization to proceed with extra work. In the event that the CONTRACTOR believes that additional cost or time is involved from the clarification provided by the OWNER, the CONTRACTOR shall notify the OWNER in writing that a change order is required and the reasons for his belief that this work constitutes a change in his Contractual requirements. At no point in time is the CONTRACTOR to proceed with extra work without the written consent of the OWNER.

1.11 AS-BUILT DRAWINGS

- A. The CONTRACTOR shall, during progress of the work keep a careful record of all changes and corrections to the Contract Drawings. This record shall show the actual field locations, all project conditions, configurations, and any other changes or deviations that vary from the details provided in the original Contract drawings. The horizontal and vertical locations of any buried or concealed construction and utility features that were either not shown on the drawings or vary from the locations indicated, shall be carefully recorded. Include detailed sketches to fully illustrate the constructed work. The as-built drawings shall be available for review by the OWNER at all times during the construction period. At the end of each month, prior to each monthly progress payment, these drawings will be inspected by the OWNER. If these drawings are not found to be complete and up-to-date, a non-compliance report will be issued and payment will be withheld from the CONTRACTOR in accordance with Section 14.4.3.8, Supplemental General Conditions. If the OWNER receives a written notice of the correction of the condition that resulted in the withholding, signed by an authorized agent of the CONTRACTOR, the OWNER shall pay the amount withheld within 30 days after receiving the next progress estimate.

- B. The as-built drawing format shall be red-line mark-ups on a set 24" x 36" drawing paper prints.
- C. Upon completion of construction and prior to final payment, the CONTRACTOR shall submit to the OWNER one (1) copy of the red-lined mark-ups showing all changes, including the type, make, model, class, manufacturer, etc., as applicable, of all major items of material used in the project as well as the source of all said items.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 APPLICATION FOR FINAL PAYMENT

- A. The Application for Final Payment will not be considered by ENGINEER until:
 - 1. The Final Operation and Maintenance Manual submittal specified under Section 01300: Contractor Submittals, Paragraph 1.09 has been submitted to ENGINEER, reviewed, and determined to be in conformance with these requirements, and;
 - 2. The ENGINEER has received the as-built drawings prepared and maintained by CONTRACTOR in accordance with Paragraph 1.11 of this Section.

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

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.

END OF SECTION

SECTION 01740
CLEANING DURING CONSTRUCTION AND FINAL CLEANING

PART 1 - GENERAL

1.01 GENERAL

- A. This section includes cleaning during construction and final cleaning on completion of the work.
- B. At all times maintain areas covered by the contract and adjacent properties and public access roads free from accumulations of waste, debris, and rubbish caused by construction operations.
- C. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws. Do not burn or bury rubbish or waste materials on project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- D. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

1.02 CLEANING DURING CONSTRUCTION

- A. During execution of work, clean site, and public access roads and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Provide containers for collection and disposal of waste materials, debris, and rubbish.
- D. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

1.03 FINAL CLEANING

- A. At the completion of work and immediately prior to final inspection, clean the entire project site as follows.
- B. Clean, sweep, wash, and polish all work and equipment including finishes.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces.
- D. Repair, patch, and touch up marred surfaces to match adjacent surfaces.

- E. Remove from the site temporary structures and materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT

4.01 GENERAL

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.

END OF SECTION

[END OF PART 14]

APPENDIX A:

Bond Forms & Sample Surety Reference Letter

- Performance Bond**
- Labor and Material Payment Bond**
- Sample Surety Prequalification Reference Letter**

PERFORMANCE BOND

PROJECT NAME: ON-CALL CONSTRUCTION SERVICES 2016-1

PLANT FACILITIES

PROJECT No. 1555.000

WORK ORDER No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as a surety, hereinafter called **Surety**, are held and firmly bound unto the Albuquerque Bernalillo County Water Utility Authority as Obligee, hereinafter called **Owner**, in the amount of _____ Dollars (\$ _____), for the payment whereof **Contractor** and **Surety** firmly bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally by these presents.

WHEREAS, **Contractor** shall by written agreement enter into a contract with **Owner** for the above-referenced Project, which Contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by **Owner**.

Surety hereby consents to progress payments to **Contractor** and acknowledges that such payments shall not preclude **Owner** from showing the true character and quality of materials furnished or services rendered or from recovering from **Contractor** or **Surety** such damages as **Owner** may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever **Contractor** shall be, and is declared by **Owner** to be, in default under the Contract, **Owner** having performed its obligations thereunder; **Surety** may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to **Owner** for completing the Contract in accordance with its terms and conditions and, upon determination by **Owner** and **Surety** of the lowest responsible Offeror, arrange for a contract between such Offeror and **Owner** and make available as Work progresses (even though there should be default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price but not exceeding, including other costs and damages for which **Surety** may be liable hereunder, including but not limited to liquidated damages and additional consultant fees caused by the default, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by **Owner** to **Contractor** under the Contract and any amendments thereto, less the amount properly paid by **Owner** to **Contractor**. Within fifteen (15) days of receipt of notice of default, the **Surety** shall notify the **Owner** of the **Surety's** plan to remedy the default.

Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by **Surety's** obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than **Owner** named herein or its successors or assigns.

Signed and Sealed this _____ day of _____.

ATTEST:

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to **Surety** pursuant to this Bond shall be sent to the following Mailing Address:

LABOR AND MATERIAL PAYMENT BOND

PROJECT NAME: ON-CALL CONSTRUCTION SERVICES 2016-1

PLANT FACILITIES

PROJECT No. 1555.000

WORK ORDER No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as a surety, hereinafter called **Surety**, are held and firmly bound unto the Albuquerque Bernalillo County Water Utility Authority as Obligee, hereinafter called **Owner**, in the amount of _____ Dollars (\$ _____), for the payment whereof **Contractor** and **Surety** firmly bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally by these presents.

WHEREAS, **Contractor** shall by written agreement enter into a contract with **Owner** for the above-referenced Project, which Contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the Work under said Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to **Owner** and the parties to whom Sections 13-4-18 through 13-4-20 NMSA 1978, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

Signed and Sealed this _____ day of _____.

ATTEST:

Contractor

By: _____
Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to **Surety** pursuant to this Bond shall be sent to the following Mailing Address:

This bond is issued simultaneously with the Performance Bond in favor of Owner for the faithful performance of the Contract.

**SAMPLE
SURETY PREQUALIFICATION REFERENCE LETTER**

LETTER MUST BE NOTARIZED AND STATE BONDING CAPACITY OF OFFEROR

CNA SURETY

Danver Office
10375 Park Meadows Drive Suite 300 Littleton CO 80124

April 20, 2007

Owner address details

RE: ABC Construction, Inc.
 Prequalification Reference Letter

To Whom It May Concern:

In response to your request that ABC Construction, Inc. provide a prequalification letter regarding their ability to bond a project(s), we offer the following information about our relationship with this excellent organization.

ABC Construction, Inc. is valued account of the CNA Insurance family of companies, which includes Continental Casualty Company. They have built an excellent reputation of providing a quality product in a timely and very professional manner.

Continental Casualty Company has an A.M. Best rating of A and a financial strength classification of XV. As of 07/01/06, Continental Casualty Company also carries a U.S. Department of Treasury T-Listing of \$429,290,000. Continental Casualty Company is authorized to issue bonds in every state of the U.S. as an admitted insurer.

CNA Surety is willing to entertain single bonds in excess of \$25,000,000 with an aggregate Work On Hand limit of \$110,000,000 for ABC Construction, Inc. Provided that there are no substantial changes in the present conditions, we will continue to favorably consider granting surety credit within those parameters. Final approval of any Bid or Performance and Payment Bonds requested in the future will be contingent on the conditions existing at the time of the request, including but not limited to, bond forms and contract documents acceptable to the surety.

This letter is being provided as a reference only and is not intended to be any guarantee of or guarantee to issue any Bid, Proposal, Performance, Payment Bond(s) or similar type obligation for this company, but as an indication of our past experience and confidence in this firm.

Please advise if we can provide any further information in this matter.

Sincerely,

Attorney-in-fact

SAMPLE

APPENDIX B:

Sample Forms

- Work Order Authorization Form**
- Sample Work Order Offer Form**
- SFPA-1 Form / Subcontractor Listing**
- Form CC-1, Contractor's List of Subcontractors/Suppliers**

WORK ORDER AUTHORIZATION FORM
RFQ ON-CALL CONSTRUCTION SERVICES
2016-1 PLANT FACILITIES

OWNER: Albuquerque Bernalillo County Water Utility Authority **Project No. 1555.000**
CONTRACTOR: _____ P.O. Number _____
Project Title: _____ Work Order No. _____
Map No. and Location: _____

Project Scope of Work:

This Work Order shall consist of the construction of all Work described on the Owner approved construction drawings and plans and Contractor submitted Work Order offer for the Work Order No. noted above and in accordance with the General and Technical provisions of the Contract Documents, CCN _____.

In addition to the terms and conditions of the above referenced Agreement, the terms and conditions of this Work Order are amended to include the following attached Supplemental Technical Specifications:

<u>Spec Section</u>	<u>Title/Description</u>
_____	_____
_____	_____
_____	_____

Work Order Schedule	Date	Consecutive calendar days allowed
Offers due by		--
Contract Time Allowed to Substantial Completion	--	
Date Contract Time Begins (Work start date)		--
Date of Substantial Completion (Work finish date)		--
Time Allowed for Punch List	--	
Date of Final Acceptance		--

Liquidated Damages:

The Contractor agrees to pay, as liquidated damages for this Work Order project, the amount of _____ Dollars (\$ _____) for each consecutive calendar day, or portion thereof, that the Work Order project does not start on the date specified, and remains incomplete after the Date of Substantial Completion. Further, the Contractor agrees to pay, as liquidated damages the amount of _____ Dollars (\$ _____) for each consecutive calendar day that all punch list items listed as incomplete are not completed or corrected. All liquidated damages are cumulative. Notice to the Contractor from the Owner will be by hand delivery or Email.

Contract Price:

The Contract Price is based upon the following combination of items, if applicable, which are described in the above Project Scope of Work:

Compensation for Construction Services:

Base Offer:	\$ _____
Additive Alternative No. 1:	\$ _____
Additive Alternative No. 2:	\$ _____
Allowances, if any:	\$ _____
Subtotal amount:	\$ _____
New Mexico Gross Receipt Tax (NMGR) (_____ %)	\$ _____
TOTAL:	\$ _____

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of _____ (\$ _____), excluding NMGR, subject to

additions and deductions as provided in the Contract Documents. **Total compensation including NMGR**
shall not exceed _____ (\$_____).

Note: Builders Risk insurance certificate in the amount of 100% of total Work Order Contract Price is required for all projects. For every work order project in excess of \$25,000, a performance bond and a labor and materials payment bond in the amount of 100% of total Work Order Contract Price will be required of the Contractor. For every work order project in excess of \$60,000, an updated Commercial General Liability, Auto, Owner's Protective Liability and Workers' Compensation insurance certificate and a Wage Decision issued by the New Mexico Department of Workforce Solutions are required. Reference Wage Decision Number: _____

Subcontractor Listing:

For all projects which the Contractor is engaging subcontractors a copy of an executed Form CC-1, Contractor's List of Subcontractors/Suppliers is required to be attached to this Work Order. For each project in an amount of \$5,000 or more, excluding NMGR, Contractor is required to complete and attach to this Work Order a SFPA-1 Form/Subcontractor Listing identifying each subcontractor to be engaged in this project. For each project in excess of \$60,000, Contractor is required to complete and submit to the Owner all required Public Works Form, in accordance with the Public Works Minimum Wage Act.

Contractor agrees to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete the Work for the construction of the above-referenced Project and any authorized supplemental work, all in strict accordance with the Contract Documents and the terms set forth herein. The Contractor agrees and understands that failure to perform the Work to the satisfaction of the Owner may affect future selections to perform subsequent Work Orders under the RFQ Agreement.

WORK ORDER – AUTHORIZATION, RECEIPT and NOTICE TO PROCEED

Recommended: _____
Anthony Montoya, P.E. Date
Chief Engineer
Water Resources, Planning & Engineering

Received by and Agreed to:

CONTRACTOR: _____
Date

AUTHORIZATION TO CONSTRUCT: Final approval of this Work Order Authorization will be indicated upon receipt of electronically reviewed and approved Purchase Order.

LUMP SUM WORK ORDER OFFER

PROJECT NAME: _____
Work Order Project No. 1555.000.

To the Albuquerque Bernalillo County Water Utility Authority (hereinafter called "**Owner**"):

1. The undersigned (hereinafter called "**pre-qualified Contractor**") in compliance with your invitation for offers for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth in the Work Order Authorization Form, and at the amounts stated below plus New Mexico Gross Receipts Tax (NMGR). These amounts plus NMGR are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Work Order Offer is a part.

All TOTAL amounts of the Base Lump Sum Offer (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Work Order Offer. The **pre-qualified Contractor** agrees to perform all of the work described in the Work Order project in the Contract Documents for an amount determined as follows:

Item #	Item Description	Est. Qty	Unit	Unit Price	Amount
Subtotal – Items 1 -					
[#]	Mobilization/Demobilization (not to exceed 5% of above Subtotal)	1	LS	--	
[#]	Emergency Premium (not to exceed 2% of above Subtotal)	1	LS	--	

a) Base Offer – Subtotal of Items 1 through _____ \$ _____

b) Allowances:

[Barricading Permits]	\$ _____	[#]
[Utility Relocation]	\$ _____	[#]
[Lab Testing]	\$ _____	[#]

Total Allowances: \$ _____ [#]

c) **Subtotal** – Line a) Base Offer subtotal plus Line b) Allowances: \$ _____

d) **New Mexico Gross Receipts Tax (NMGRT)**

on amount on Line c) Subtotal, at _____%: \$ _____

e) **BASE OFFER TOTAL** – Line c) Subtotal plus Line d) NMGRT: \$ _____

_____ Dollars
(Base Offer Total amount written in words)

Base Offer Total amount work performed with own forces: \$ _____ (Dollar amount) or _____ % (Percentage)

3. Acknowledgement of Addendum. The pre-qualified Contractor acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

The pre-qualified Contractor agrees that this Work Order Offer may not be withdrawn for a period of fifty-five (55) calendar days after the scheduled closing time for receipt of offers.

Contractor Company Name

NM Contractor's License Number

Signature

License Classification(s)

Printed Name

NM Resident / Veteran Contractor Number

Title

NM Department of Workforce
Solutions Registration Number

Address:

Date

Telephone Number

FAX Number

E-Mail Address

SFPA-1 FORM / SUBCONTRACTOR LISTING

PROJECT NAME: _____ WORK ORDER PROJECT NO. 1555.000.

Some Public Works Projects are subject to the provisions of the Subcontractors Fair Practices Act, Sections 13-4-31 et seq., NMSA 1978. The listing threshold is \$5000 or 1/2 of 1% of the estimated Project cost not including alternates, whichever is greater. Any contractor submitting an offer shall set forth: **1) the name and the 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 or about the construction of the Public Works Construction Project in an amount in excess of the listing threshold; and 2) the category of the work that will be done by each subcontractor. No more than one subcontractor shall be listed for each such category, provided, however,** that such listing shall not include subcontractors whose work does not exceed the threshold dollar amount. Owner must be notified of and approve of any changes of proposed subcontractor(s) which may occur during the life of the project. The contractor shall be fully responsible for the work of the subcontractor(s) to the full extent of the requirements of the contract. If a contractor fails to list a subcontractor in excess of the listing 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 that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the Work Order 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.

Failure to comply with these requirements will make the Work Order Offer non-responsive and the Work Order Offer will be rejected.

If my offer is accepted, the following subcontractor(s) may perform work under this Work Order. [Use additional sheets if necessary.] (If you do not plan to utilize subcontractors, write "None".)

	NAME OF SUBCONTRACTOR	CITY OR COUNTY OF PLACE OF BUSINESS	CATEGORY OF WORK
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Company Name of Contractor_____
Signature_____
Printed Name_____
Title_____
Date

Applicability of Section: With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines. **CHECK ONLY ONE as applicable to this Work Order Project:**

- ☐ a) All work required of the **Contractor**.
☐ b) None of the work required of the **Contractor**.
☐ c) Only the following work required of **Contractor** (list areas): street lighting; traffic signals
☐ d) All work required of **Contractor** except (list areas): _____

Form CC-1
Contractor's List Of Subcontractors/Suppliers

PROJECT NAME: _____

WORK ORDER PROJECT NO. _____

SUBCONTRACTOR'S/ SUPPLIER'S, NAME, ADDRESS & PHONE		OWNER'S NAME AND TITLE	NEW MEXICO CONTRACTOR'S LICENSE NO.	NM DWS NO. (if applicable)	CATEGORY OF WORK
1					
2					
3					
4					
5					
6					

Company Name of Contractor

Printed Name

By: _____
(Signature)

Title

Date: _____

(Use additional copies as necessary)

Record Drawing (As-Built) Project Submittal Requirements

The ABCWUA is involved in a broad range of different projects, including Capital Improvement Projects (CIP), Special Projects, and emergency

repairs/rehabilitation of existing equipment and piping. Regardless of the type of project, it is critically important for ABCWUA to ensure that a record of these projects, in the form of As-Built Record Drawings, is preserved and stored in our Image Repository (I.R.) and GIS Database. This document provides guidance on the process for submitting Record Drawings for various types of projects.

I. EMERGENCY PROJECTS – POINT REPAIRS

For emergency repair/rehabilitation projects that involve simple repairs to short sections of sewer/water piping and valves, but do not substantially change existing infrastructure or the current pipe alignment, the following procedure should be followed:

1. The ABCWUA Project Manager (PM) will call Maps & Records (Dave Rodriguez, Cameron Shilvock, or Brian Haikin), and provide the Project Name, Project Number (from Sharepoint), and Project Location of the point repair to Maps & Records. PM should also be prepared to provide Contractor Name, pipe type and diameter, repair length, date of repair, and failure type (i.e. offset, collapse, etc.)
2. Maps & Records will send one of their GPS crews to shoot x, y, and z coordinates for the point repair when traffic control devices are in place and repair activities are still in progress.
3. Maps & Records will subsequently upload the GPS data into the I.R. and GIS systems for future reference.

II. EMERGENCY PROJECTS – EXTENSIVE REPAIR/REHABILITATION

For emergency repair/rehabilitation projects that require substantial repair or rehabilitation of existing pipe/valve/manhole/equipment infrastructure, the following procedure should be used to obtain quality as-built record drawings:

1. The ABCWUA PM shall engage On-Call contractor to provide pertinent survey data (x, y, z coordinates) of repair area in NM State Plane Coordinate System.
2. PM shall submit this survey data to the On-Call As-Built Consultant. On-Call As-Built Consultant shall produce as-built drawing(s) in both AutoCAD and PDF format (using vector graphic PDFs, not scanned print-outs converted to PDF). Minimum requirements for as-built drawings from emergency Water and Sewer repair/rehabilitation projects may be different, as indicated below:
 - a. As-built drawings for Water repair/rehabilitation projects should include, at a minimum, a Plan View drawing with:
 - i. Pipe/valve information (size, pipe type, etc.)
 - ii. Survey data (x, y, z coordinates) obtained from contractor
 - iii. Utility conflict information – type, description, and x, y, z coordinates of adjacent/crossing utilities
 - iv. In some cases, a Plan & Profile (P&P) drawing may be required to show vertical profile information, especially for utility conflicts.
 - b. As-built drawings for Sewer repair/rehabilitation projects should include a Plan & Profile (P&P) drawing with:
 - i. Pipe/manhole information (size, pipe type, etc.)
 - ii. Survey data (x, y, z coordinates) obtained from contractor
 - iii. Utility conflict information, type, description, and x,y,z coordinates of

adjacent/crossing utilities.

3. PM shall submit the PDF drawing file (with associated Project Name and Project Number) to Marty Sanchez (or others) in Maps & Records for subsequent upload to the IR and GIS system. If Maps & Records notes problems or inconsistencies on the as-built drawing, they will contact PM to coordinate revisions and re- submittal to Maps & Records.
4. PM shall upload AutoCAD and PDF as-built drawing files to the Sharepoint project file.

III. NON-EMERGENCY IMPROVEMENT PROJECTS

As-built record drawing submittals for scheduled, Non-Emergency projects should be performed as follows:

1. **Non-Emergency Projects with Engineering/Design Consultant:** For Non- Emergency projects in which an Engineering Consultant is designing the infrastructure improvements for ABCWUA, as-built drawings should be part of the consulting contract scope. The as-built drawings should conform to the ABCWUA Drafting and Record Drawing Submittal Criteria Document and the Record Drawing Closeout Package Checklist (see attached).
2. **Non-Emergency Projects without an Engineering/Design Consultant:** For Non-Emergency projects in which ABCWUA is managing or engineering the infrastructure improvements, the as-built submittal procedure will be identical to the procedure for Emergency projects with Extensive Repair/Rehabilitation (see Section II above).

ABCWUA Drafting and Record Drawing Submittal Criteria:

General drafting requirements:

Drawing naming and order shall follow the following general convention:

General, Civil, W Process and Yard Piping, Architectural, Structural, Mechanical, HVAC, Electrical, Instrumentation (G,C,W,A,S,M,H,E,I) and controls. Some variance in sheet naming will be accepted, depending on project size or consultant's preference. For example, by order of 10's or 100's (C-1, or C-100, etc.)

Drawings shall be created on ANSI D (22"x34") size paper, using the ABCWUA standard titleblock (provided).

Do not use italicized or lowercase text in the drawings. Only the Romans and Arial fonts will be accepted. No architectural text fonts may be used. Use (minimum) L100 text height with (minimum) 0.8 width factor for notes and annotation.

Background information, including existing utilities, shall be greyscale, and new work shown black and bold.

The following scales will be accepted for all plan and profile and utility sheets: 1"=5', 1"=10', 1"=20', 1"=30', 1"=40'. Any greater scales will not be accepted, such as 1"=50' or 1"=100' etc. Use judgment selecting the appropriate scale to clearly depict design information. If the design traverses a dense urban area with many utilities, it is recommended that a maximum 1"=20' horizontal scale be used.

Include a legend and abbreviations sheet(s) for each discipline that uses different symbology. Ensure that if an abbreviation is used anywhere in the plan set, it is denoted on one of the legends.

Aerial imagery will not be accepted as a background for sheets depicting major aspects of the design, such as utility plan and profile (P&P) sheets. If any aerial imagery is used on a drawing, ensure it is faded or screened back enough to be able to be copied clearly.

Record drawing criteria:

Record drawings shall be prepared to reflect any changes to the construction plan set, when construction is complete. They shall be clean, legible, presentation quality documents that are fully comprehensible to the Water Utility Authority.

The final set of drawings shall have an index that is an accurate representation of the plans in the set. For example: if sheets were amended to the project (e.g. C-100A), then the index must be updated correctly. If sequence numbers were used in the creation of the project, ensure that they are updated accurately as well.

A Water Authority “approval of record drawings” stamp with signature and date must be placed on the coversheet prior to creating a pdf of the cover and submitting the plan set.

Any drawings that include any scaled views, or scalable details, shall include a scale bar on the sheet to represent the actual scale.

A “record drawing” stamp shall be provided on every final as-built drawing. This note may vary according to the consultant’s company practice, but must include the date (month and year). These stamps shall be placed on the original construction drawing if it did not have any changes when the project was completed, or if the drawing only had minor changes that could be marked by hand.

If the as-built condition requires any single drawing to be modified more than approximately 10% from the construction set to represent the changes to the project, it shall be redrafted and reissued. If a drawing only requires minor changes, affecting approximately 10% or less of the overall sheet, it may be edited by hand. For example, if there are only changes to a few lines of text, a small section of utility, etc. than it is acceptable to edit the original construction drawing. But if an alignment is changed, spanning half of the plan view on a P&P sheet, the drawing would be required to be redrawn.

No revision bubbles will be allowed on the record drawings. Unlike “conformed drawings”, which contain clouding, or bubbles, around changes and conformances during progress submittals, change orders, etc. The record drawings will have all occurrences of these clouds and triangles removed. Additionally: any text with strikethrough’s, crossed out details, X’s on lines, scribbles, etc. shall be removed from the record drawings. If a utility or feature was removed from a drawing, delete it and re-plot the sheet.

All record drawings shall have the “AS BUILT INFORMATION” fields filled out in the titleblocks.

If a drawing or detail was included in the construction plan set, but was later removed from contract, a bold “X” through the drawing area is acceptable, with an accompanying note denoting it as: “NOT IN CONTRACT”, “N.I.C.”, etc. Or the drawing can be removed from the set. Do not cross out any of the superseded construction drawings.

When a construction drawing with the design engineers stamp and signature is redrafted and reissued to meet the as-built condition, a note shall be put in place of the stamp field in the titleblock. This note shall say: “THESE RECORD DRAWINGS HAVE BEEN MODIFIED USING (state drafting platform) AND REPLOTED FOR RECORD PURPOSES. THE ENGINEERS SIGNATURE APPEARS ON THE ORIGINAL CONTRACT DRAWINGS.” The consultant shall include the engineer’s stamps with the record drawings, but without signatures, in the drawing area adjacent to the titleblock if possible.

If a drawing is modified to meet the as-built condition and required to be redrafted, place a stamp on it noting: “REDRAWN FOR RECORD PURPOSES”. Subsequently, place a stamp on the original drawing noting: “THIS SHEET SUPERSEDED BY SIMILAR SHEET MARKED “REDRAWN FOR RECORD PURPOSES”.

Provide a complete set of drawings, including any superseded sheets, preceding each redrawn sheet, in two of the full size hardcopy sets, as well as a pdf set. See quantities below.

Utility survey requirements:

Survey data shall be initially setup, or later translated to the New Mexico State Plane Coordinate System. NAD_1983_HARN_StatePlane_New_Mexico_Central_Feet (Grid) (Central Zone, US Foot, NAD83/NAVD88) in order to be correctly imported into our established GIS database.

All valves, fire hydrants, manholes and cleanouts require X,Y,Z coordinates to be noted for their respective locations on the record drawings. Valve Z coordinates shall be provided at both the valve can lid as well as the

valve operating nut, and all fire hydrants at the flange. For manhole and cleanout Z coordinates, provide both the elevation of the manhole lid or cap, as well as the invert elevations. Provide data in the coordinate system stated above.

CAD file requirements:

The ABCWUA recommends that each CAD drawing file contain only one sheet, but the consultant may choose to have multiple layout tabs in each file. If multiple sheets are in a file, indicate that in the drawing index.

The naming of the CAD drawing sheet files shall be comprised of the WUA project number (i.e. 1234.05), followed by the sheet number in the plan set. Examples: 1234.05-C100.dwg, 1234.05_C-100.dwg, 1234.05 C-100.dgn, etc. The naming of the CAD reference files is at the consultant's discretion.

CAD drawing transmittals are required to include all file dependencies for the submitted sheet drawings. Ensure that all files are placed in the root directory on the disc. File dependencies include, but are not limited to: referenced or background CAD files, xrefs, seed files, shapefiles, fonts, .ctb .stb .pen or other printable files, image files, referenced pdfs, etc. Do not include any unloaded or unused file references in the transmittal.

A final drawing index shall be provided for the project. This index shall include columns relating the CAD file name, the drawing number in the plan set (i.e. C-100), and the drawing title/description.

Deliverables:

An as-built plan set must be comprised of a minimum of 3 sheets to qualify for the hard copy requirements stated below:

One (1) electronic copy of the final record drawing CAD files, and or unchanged construction CAD files, including all dependencies (on CD or DVD). Include the index to the drawings (see above).

One (1) hard copy of the CAD drawing index (see above).

One (1) electronic copy of full-size record drawings only (PDF). This shall be a single, multi-page pdf in the correct order per the index of the plan set (on CD or DVD).

One (1) electronic copy of the full-size complete set including any superseded sheets (PDF). This shall be a single, multi-page pdf in the correct order per the index of the plan set (on CD or DVD). Any superseded sheets shall precede each record drawing throughout the set.

Two (2) hard copies of half-size record drawings only, on bond paper (11x17).

Two (2) hard copies of full-size record drawings only, on bond paper (22x34).

Two (2) hard copies of full-size complete set; including superseded sheets and record drawings, on bond paper (22x34). Any superseded sheets shall precede each record drawing throughout the set.

ABCWUA RECORD DRAWING CLOSEOUT PACKAGE CHECKLIST:

These conditions should be met prior to submitting to the Maps & Records department, and uploading to I.R.

- ☐ Provide the following data, for use creating the As-Built project page in the I.R., or Image Repository:
Project Title: _____, Project Number: _____,
Project Type: Water ☐, Sewer ☐, Reclaimed Water ☐, Electrical ☐
ABCWUA Project Manager: _____, Inspector: _____, Accepted Date: ____.
Zone Atlas Map Page Number(s): __, Total Sheets: _____, Other pertinent data: _
_____.
- ☐ Record Drawing Criteria have been met, as stated in the "ABCWUA drafting and record drawing criteria" document.
- ☐ Cover sheet has been stamped with a Water Authority "approval of record drawings" stamp by ABCWUA project manager with signature and date.
- ☐ The plan set index matches the actual sheets in the set itself.
- ☐ There are "record drawing" stamps on every final as-built drawing.
- ☐ The "as-built information" titleblock fields are filled out on every record drawing.
- ☐ Verify all revision bubbles left over from progress submittals have been removed from the record drawings. Don't add bubbles around as-built changes.
- ☐ Confirm that the utility survey requirements have been met, as stated in the record drawing criteria.
- ☐ Include the project's CAD files on a disk, in the correct ABCWUA coordinate system. Include an index/key to Cad file names and their respective sheet names in the plans.
- ☐ Include all of the project's drawings in full size PDF form on a disk.
- ☐ Hard copy sets were received in the quantity specified below:
List size, media type and quantity: _____

APPENDIX C:

Mandatory Forms – *Required with Submittal of RFQ Proposals*

- Surety Prequalification Reference Letter (See Appendix A)**
- Agreement, Insurance and Bonding Certification Form**
- Campaign Contribution Disclosure Form**
- Conflict of Interest and Debarment/Suspension Certification Form**
- Form CC-2, Certification of Offeror Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination**
- Pay Equity Reporting Form PE-249**

AGREEMENT, INSURANCE AND BONDING CERTIFICATION

We have reviewed the Draft Agreement and Draft Work Order Authorization Form that are required for the RFQ Project listed below, and hereby certify that we will, if selected for the RFQ Project, enter into this Draft Agreement for this RFQ Project, enter into Work Order Authorization Forms for individual projects under this RFQ and meet all insurance and bonding requirements listed therein.

This Certification is intended for the use of the Albuquerque Bernalillo County Water Utility Authority only, in conjunction with the award of the ON-CALL CONSTRUCTION SERVICES for the following Project:

Project Name: RFQ ON-CALL CONSTRUCTION SERVICES 2016-1
PLANT FACILITES

WUA Project No. 1555.000

Firm Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The above Certification was subscribed and sworn to before me, the undersigned authority, by _____, who swore upon oath that this Certification was signed of his free act and deed, on this _____ day of _____.

Notary Public

My Commission Expires:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The following definitions apply:

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

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

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Names of Applicable Public Officials (completed by State Agency or Local Public Body):

Mayor Richard J. Berry
Pat Davis
Rey Garduno
Trudy E. Jones

Debbie O’Malley
Ken Sanchez
Maggie Hart Stebbins
Pablo R. Rael

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Contractor Firm Name

Signature

Date

Title (position)

--OR--

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

Contractor Firm Name

Signature

Date

Title (Position)

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**PROJECT NAME PROJECT NAME: ON-CALL CONSTRUCTION SERVICES 2016-1
PLANT FACILITIES
PROJECT NO. 1555.000**

As utilized herein, the term "Offeror" shall mean the entity submitting an offer to the Owner in response to the above-referenced request for offers.

CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.

DEBARMENT/SUSPENSION STATUS:

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts pursuant to the **Regulation Governing the Award and Rejection of Bids/Offer and the Debarment of Contractors for Public Works Projects of the City of Albuquerque**. The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body. The Offeror agrees to provide immediate notice to the Owner in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body in the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the bid or offer but prior to the award of the contract.

CERTIFICATION:

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that it/they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge and understand that a false statement on this certification may be grounds for rejection of this bid or offer proposal or termination of the contract award.

Company Name of Offeror

Telephone Number

Signature of Offeror's Authorized Representative

FAX Number

Printed Name of Offeror's Authorized Representative

E-Mail Address

Printed Title of Offeror's Authorized Representative

Date

Address:

Form CC-2

**CERTIFICATION OF OFFEROR REGARDING
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
AND NONDISCRIMINATION**

PROJECT NAME: _____
Project No. _____

The Offeror hereby acknowledges and agrees to abide by the Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations and/or requirements of the Owner for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Offeror has participated with an agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements. Yes ☐ No ☐

Compliance reports were required to be filed in connection with such contract or subcontract. Yes ☐ No ☐

The Offeror has filed all compliance reports due under applicable instructions. If answer to this statement is "No", explain in detail on reverse side of this certification. Yes ☐ No ☐

Company Name of Offeror

Telephone Number

Signature

FAX Number

Printed Name

E-Mail Address

Title

Date

Address:

GENDER PAY EQUITY REPORTING/CERTIFICATION

ABCWUA INSTRUCTIONS FOR COMPLETING FORM PE10-249

1. Access the Form on the website for the City of Albuquerque Office of Diversity and Human Rights, <http://www.cabq.gov/humanrights>.
2. Begin on the Pay Equity Data Entry Form (first tab on the left at the bottom of the screen).
3. Fill in the company information, including FEIN, EAN, and SHARE numbers if you have them. (You may not have all of these numbers – fill in those you have.)

INFORMATION NEEDED

Before filling out the remainder of the form, you will first need the following information for *each* employee during the most recent full calendar year, ending the previous December 31:

- Job classification using the categories on the form (see below for how to classify each employee)
- Gender
- Full or part time

CLASSIFYING EMPLOYEES

Every employee must be classified according to the categories numbered 1-9 in the dark blue box at the top of the form, *regardless of his or her job title at your place of business*. The job titles/number categories are those provided by the U.S. Department of Labor. If your company fills out an EEO-1 form for federal reporting or various other required reports, you may already have this information for your employees. Check with your Human Resources or Payroll department.

As an example, the Technician (Job Category 3) includes emergency medical technicians, engineering technicians, or food science technicians, and various others. Any of these would be coded with the number 3 on the form. Sales Workers include cashiers, retail sales clerks, travel agents, and various others. Any of these would be coded with the number 4 on the form.

If you are unsure of how to classify an employee, *do not guess*:

Go to <http://www.eeoc.gov/employers/eeo1survey/jobclassguide.cfm> for a complete list of jobs and their assigned categories.

Note: The EEOC webpage can be confusing, as it contains several numbers that will not be relevant to what you are trying to do. All you need to find is the job title that

CALCULATING HOURS FOR THE PREVIOUS CALENDAR YEAR

For salaried employees that do not work by the hour:

Salaried employees who worked full time the whole year: Use the number 2080 (40 hours per week x 52 weeks). **Note: Do not use a different number.** Use the same number (2080) for every employee who worked full time the whole year who is not paid by the hour, regardless of the number of hours they actually worked.

Salaried employees who worked a partial year or salaried part time: Calculate the number of weeks the employee worked and multiply by 40 (e.g. if the employee worked 12 weeks, the

4. Enter the information listed above under INFORMATION NEEDED for each employee in Columns A - F. If you have a job category with no workers, or a job category where there are no males (or no females) you may leave those cells blank. There is no need to enter zeros. **Once you have coded your employees, follow the instructions in the blue box on the form. If you have any questions about filling out the form, please contact the City of Albuquerque at (505) 768-4712.**
5. Go to the PE10-249 Worksheet (third tab from the left at the bottom of the screen). The Worksheet will contain the data previously entered and various totals have been automatically calculated.

Note: Do NOT use another worksheet (e.g. one provided by your payroll company) because the formulas in this Worksheet are predetermined and the only ones acceptable by the City of Albuquerque for producing the PE10-249 report.

Note: This is a Worksheet for your calculations only. **Do not send this Worksheet to the ABCWUA or the City of Albuquerque. It is recommended that you save it for your files.**

6. After checking that the Worksheet is filled in and the automatic calculations have been made, go to the PE10-249 Report (the last tab to the right at the bottom of the screen).

Your Report has been automatically generated -- there is nothing to fill in on the sheet except the signature. **The PE10-249 Report is the report to be submitted to the ABCWUA with your offer.**

7. Print a copy of the PE10-249 Report and get the required signature and date. **The PE10-249 Reporting Form must be signed by the principal executive of the company, regardless of who entered the data.**
8. Submit the PE 10-249 Report to the ABCWUA with your offer. For Requests for Bid (RFB) or Requests for Proposals (RFP) issued by the ABCWUA, the PE10-249 report MUST be provided by the Offeror. Failure to provide the PE10-249 report WILL CAUSE your bid or proposal to be considered NON-RESPONSIVE. The ABCWUA Purchasing Officer may allow corrections to the Form and/or submittal prior to the Recommendation of Award.
9. Print and save a copy of these Instructions and the completed Form PE 10-249 for your own information.
10. **If the PE10-249 Report shows that you have a 10.00% or less weighted wage gap, and, therefore, are eligible for the Pay Equity Preference Certification, you must email your signed Reporting Form to the City of Albuquerque Office of Diversity and Human Rights at odhr@cabq.gov. Your email should also include a contact person and email/phone number. If you have any questions regarding the Pay Equity Certification required for the pay equity preference, contact the City of Albuquerque Office of Diversity and Human Rights. The Certification is NOT available from the ABCWUA Purchasing Office and submittal of the required PE10-249 Form with your offer is not sufficient to obtain the preference. Allow sufficient time to obtain the Certification prior to the deadline for receipt of offers.**

APPENDIX D: Checklist

To be submitted with Proposal:

- ___ **Addenda acknowledgment, if applicable (Supplied by Owner, if needed)**
- ___ **Completed Statement of Qualifications with Attachments (RFQ Proposal)**
- ___ **Agreement, Insurance and Bonding Certification Form (Appendix C: Mandatory Forms)**
- ___ **Campaign Contribution Disclosure Form (Appendix C: Mandatory Forms)**
- ___ **Conflict of Interest and Debarment/Suspension Certification Form (Appendix C: Mandatory Forms)**
- ___ **Surety Prequalification Reference Letter (Appendix A: Bond Forms & Sample Surety Letter)**
- ___ **Form CC-2, Certification of Offeror Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination (one time only with proposal) (Appendix C: Mandatory Forms)**
- ___ **Valid Resident Contractor or Resident Veteran Contractor Certificate, if applicable, issued by the New Mexico Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978 (one time only with proposal) (Attachment A: Statement of Qualifications)**
- ___ **PAY EQUITY REPORTING/CERTIFICATION FORM PE10-249**

To be submitted with signed Agreement:

- ___ **Form W-9, Request for Taxpayer Identification Number and Certification:**
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
- ___ **Insurance Certificate (Commercial General Liability including Auto, Owner's Protective Public Liability Insurance, and Workers' Compensation)**
- ___ **Rates - Standard equipment rates and manpower rates to include normal, evening, weekends, and Holiday rates**

To be submitted with each individual Work Order Authorization Form:

- ___ **Work Order Offer Form**
- ___ **SFPA-1 Form / Subcontractor Listing**
- ___ **Form CC-1, Contractor's List of Subcontractors/Suppliers**
- ___ **Builders Risk Insurance Certificate (in the amount of 100% of total Work Order Contract Price)**
- In addition, submit with each individual Work Order Authorization Form project awarded in excess of \$25,000:**
 - ___ **Performance Bond (in the amount of 100% of total Work Order Contract Price)**
 - ___ **Labor and Materials Payment Bond (in the amount of 100% of total Work Order Contract Price)**
- In addition, needed with each individual Work Order Authorization Form project awarded in excess of \$60,000:**
 - ___ **Insurance Certificate (Commercial General Liability including Auto, Owner's Protective Public Liability Insurance, and Workers' Compensation)**
 - ___ **Wage Decision issued by the New Mexico Department of Workforce Solutions (Owner will obtain and provide to Contractor for submittal to NM Dept. of Workforce Solution)**

Albuquerque Bernalillo County Water Utility Authority

Request for Qualifications

Project Number: 1555.000

Addendum No. 1

ON-CALL CONSTRUCTION SERVICES 2016.1

Plant Facilities



Due Date: September 23 NLT 3:00 p.m. MDT

The time and date proposals are due shall be strictly observed.

Contact Information:

Kelli De Angelis-Craig

Contract Administrator

Albuquerque Bernalillo County Water Utility Authority

Telephone: (505)289-3009

E-mail: kdeangelis-craig@abcwua.org

ADDENDUM NO. 1

DATE: September 19, 2016

PROJECT NAME:

RFQ On-Call Construction Services 2016-1 Plant Facilities

PROJECT NO. 1555.000

The purpose of this first addendum is to notify all potential respondents of the following additions to the original RFQ:

1. Part 2, Terms & Conditions, Section 2.1.21 shall be modified to be read as follows:

2.1.21 General: The Work to be performed under this contract shall consist of furnishing all plant tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work. Or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents including all Addenda thereto. During the term of this Agreement, each Project will be identified and a scope of work will be provided by the Owner.

2. Part 10, Compliance with Storm Drainage Discharge Regulations, Section 10.3 shall be modified as follows:

Albuquerque Bernalillo County
Water Utility Authority
~~Water Resources, REMOVE~~
Engineering & Planning Division
SWPPP Compliance Officer
One Civic Plaza NW, Room 5027
Albuquerque, NM 87102

3. Part 12, Draft Agreement, Section 2.4 shall be modified to read as follows:

2.1.21 General: The Work to be performed under this contract shall consist of furnishing all plant tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work. Or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents including all Addenda thereto. During the term of this Agreement, each Project will be identified and a scope of work will be provided by the Owner.

4. **Part 14, Supplemental Technical Specifications Section 1504.8.1 shall be modified to read as follows:**

1504.8.1 Inspect and maintain the Project site for NPES compliance during the Project. Inspect and maintain installation as required by the EPA.

1504.8.1.1 – DELETE

1504.8.1.2 - DELETE

5. The Mandatory Pre-Submittal Meeting was conducted on September 14, 2016 at 10:00 a.m. (MDT). The sign-in sheet is included in this Addendum, **Attachment A**.
6. **Page B-12, Appendix B, Asset Equipment Report Form** are included in this Addendum, **Attachment B**.
7. The complete document is now available on the ABCWUA web-page:
http://www.abcwua.org/Contracts_Solicitations.aspx

This Addendum forms a part of the Contract Documents. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Offerors shall acknowledge receipt of this Addendum in the appropriate space below and return with RFQ response.

Please incorporate this Addendum in the original RFQ document. Sign and return this Addendum acknowledgment with your RFQ response.

Acknowledged & Returned:

Signature

Printed Name

Title

ATTACHMENT A



Sheet ____ of ____

MANDATORY PRE-SUBMITTAL CONFERENCE
RFQ ON-CALL CONSTRUCTION SERVICES 2016-1 PLANT FACILITIES; PROJECT NO. 1555.000
Wednesday, September 14, 2016 10:00 a.m.

ATTENDANCE *** PLEASE PRINT ***

NAME	REPRESENTING	GENERAL CONTRACTOR? Y/N	PHONE NUMBER	E-MAIL ADDRESS
Anthony Montoya, Jr., P.E. <i>ad</i>	ABCWUA	N	289.3035	almontoya@abcwua.org
Kelli De Angelis-Craig, Contract Administrator <i>kh</i>	ABCWUA	N	289.3009	kdeangelis-craig@abcwua.org
Jon Daniels, CPO <i>JA</i>	ABCWUA	N	289.3032	jdaniels@abcwua.org
<i>Brent Bower</i>	<i>RMC I</i>	<i>Y</i>	<i>345-0008</i>	<i>bower@rmcinc.com</i>
<i>LARRY ECKHARDT</i>	<i>US ELECTRICIAN</i>	<i>N</i>	<i>260-1000</i>	<i>larrye@uselectricalcorp.com</i>
<i>Amanda Filyp</i>	<i>TLC</i>	<i>Y</i>	<i>701.9090</i>	<i>afilyp@tlcplumbing.com</i>
<i>Mike Chavoy</i>	<i>TLC</i>	<i>Y</i>	<i>701.9090</i>	<i>mchavoy@tlcplumbing.com</i>
<i>Susan Georgia</i>	<i>AOI</i>	<i>Y</i>	<i>242-4848</i>	<i>susang@auinc.net</i>
<i>Patricia Sanchez</i>	<i>SDI Construction</i>	<i>Y</i>	<i>225-4931</i>	<i>Patricia@SDIConstruction.com</i>
<i>Steve Chavez</i>	<i>Circuit Dr. Inc.</i>	<i>N</i>	<i>505-417-3289</i>	<i>seeg.circuitdr.com</i>
<i>Erica Wozniak</i>	<i>EMT Construction</i>	<i>Y</i>	<i>505.606.53</i>	<i>ericka@emt.com</i>
<i>RANISALL GLOVER</i>	<i>AB1, INC.</i>	<i>Y</i>	<i>505.263.8750</i>	<i>rolover@anderson-bronson-inc.com</i>

ATTACHMENT B

[illegible]

