

**REBID OF  
OTERO/GREENTREE REGIONAL LANDFILL  
CELLS NO. 1 AND NO. 2 CLOSURE**

*PUBLIC WORKS NUMBER 2021-004*

**Alamogordo, New Mexico**

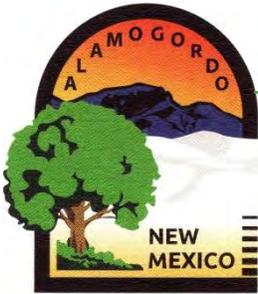
**CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS**

PREPARED FOR:  
THE CITY OF ALAMOGORDO  
OTERO GREENTREE REGIONAL LANDFILL



**Souder, Miller & Associates**  
Engineering ♦ Environmental ♦ Geomatics

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## *City of Alamogordo*

PURCHASING DEPARTMENT  
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OFFICE PHONE (575) 439-4116  
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May 23, 2021

**ADDENDUM NO. 1  
PUBLIC WORKS BID NO. 2021-004  
REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2  
CLOSURE**

Each bidder shall acknowledge receipt of this Addendum Number One (1) by including in the Bid proposal.

**Addendum Number 1 is issued to direct Bidder's attention to the primary changes to the solicitation as follows:**

1. The required Contractor licensing classifications have been modified pursuant to recommendations provided by Construction Industries Division.
2. Section 4 has been modified to include specific language in accordance with the Subcontractor's Fair Practice Act. Bidders are urged and cautioned to make a concerted effort to obtain and list surveying and construction material testing (geotechnical services) for the requirements within the construction documents.
3. The performance period has been changed to one hundred eighty (180) calendar days to substantial completion, with an additional thirty (30) calendar days to final completion.
4. The CQA plan has been modified to reflect project-specific requirements.
5. The scope of work for the project has been modified to indicate the state of compaction for the intermediate surface, the barrier soil layer, and the vegetative layer.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each bidder shall acknowledge receipt of this Addendum Number One (1) using this acknowledgement page and submit with the Bid proposal.

Sincerely,

Barbara Pyeatt  
Chief Procurement Officer

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

Date Received: \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## TABLE OF CONTENTS

### GENERAL SPECIFICATIONS

<u>SECTION NO.</u>	<u>PAGE NO.</u>
SECTION 1 - ADVERTISEMENT FOR BIDS	1 - 2
SECTION 2 - INSTRUCTIONS TO BIDDERS	1 - 12
SECTION 3 - BID SCHEDULE	1 - 2
SECTION 4 - SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE	1 - 2
SECTION 5 - BID BOND	1 - 2
SECTION 6 - STATEMENT OF BIDDER'S QUALIFICATIONS	1 - 2
SECTION 7 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	1 - 2
SECTION 8 - CONTRACT AGREEMENT	1 - 7
SECTION 9 - PERFORMANCE BOND	1 - 2
SECTION 10 - LABOR AND MATERIAL PAYMENT BOND	1 - 2
SECTION 11 - CERTIFICATE OF INSURANCE	1
SECTION 12 - WAGE RATES	1 - 6
SECTION 13 - GENERAL CONDITIONS	1 - 45

## SECTION 1 - ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City of Alamogordo at 1376 E. Ninth Street, Alamogordo, New Mexico, 88310, Attn: Engineering Department for the construction of the Project known as **"Rebid of Otero/Greentree Regional Landfill Cells No. 1 and No. 2 Closure", Public Works Bid No. 2021-004, until 2:00 PM on June 23, 2021**, at which time the Bid Opening and reading of the Bids received will begin in the Commission Chambers at 1376 E. Ninth Street, Alamogordo, New Mexico. The tabulation of Bids will be considered by the City Commission of the City of Alamogordo at its next regular meeting, or at a later meeting if required.

The Work will consist of closure of Otero Greentree Regional Landfill Cells No. 1 and No. 2. Closure activities entail the preparation and compaction of the existing intermediate surface, installation and compaction of a 24-inch thick barrier soil layer, overlaid with a 6-inch thick loose topsoil vegetation layer. Drainage infrastructure, such as grading, should be installed in an effort to promote positive drainage patterns routing runoff to existing drainage swales located adjacent to the cells.

**Construction Industries Division (CID) Project Classification Determination is GF4, GF98, or GS8.** In accordance with the provisions of the New Mexico Construction Industries Licensing Act, all project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for Bid Opening. The City has determined that the Contractor shall possess a valid license classification as specified above or other appropriate license classification under the Construction Industries Licensing Act at the time the contract is Bid. Any work outside the scope of the Prime Contractor's classification(s) must be subcontracted. Any work subcontracted by a Prime Contractor must be performed by an entity that is validly licensed in the classification(s) of the work that is to be subcontracted as of the date and time specified for Bid Opening. Bids that do not satisfy applicable licensing requirements will be considered non-responsive.

Specifications and Drawings will be available to BIDDERS on the **City Website through Vendor Registration and Bid Notification System** or by emailed requests to either [bpyeatt@ci.alamogordo.nm.us](mailto:bpyeatt@ci.alamogordo.nm.us) or [cgebhardt@ci.alamogordo.nm.us](mailto:cgebhardt@ci.alamogordo.nm.us).

There will be no Pre-Bid Meeting conducted for this project. BIDDERS may request site visits by emailing [bpyeatt@ci.alamogordo.nm.us](mailto:bpyeatt@ci.alamogordo.nm.us).

Prospective BIDDERS are advised of a 10% Bid Evaluation Criterion for area businesses that will apply to this Project. The CONTRACTOR is advised to obtain specific information as to the qualifications and conditions of the Bid Evaluation Criterion before submitting a Bid.

Each Bid shall be accompanied by a Bid Security in the amount of not less than five (5) percent of the total Bid amount.

The successful BIDDER will be required to furnish a Performance Bond and a Payment Bond in the amount of one hundred (100) percent of the Bid amount to assure performance of the Contract, and payment for all labor and materials of the Contract.

No Bids may be withdrawn within sixty (60) calendar days after the scheduled closing time for receipt of Bids, and the City of Alamogordo reserves the right to reject any or all Bids and waive all technicalities and formalities.

Attention of BIDDERS is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.



Barbara Pyeatt  
Chief Procurement Officer  
City of Alamogordo

Advertised on **May 23, 2021** and **May 30, 2021** in:

Alamogordo Daily News  
Albuquerque Journal

## **SECTION 2 - INSTRUCTIONS TO BIDDERS**

### **1.0 DEFINED TERMS**

Terms used in these Instructions to BIDDERS which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful BIDDER" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an Award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to BIDDERS, the Bid Schedule, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **2.0 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE**

Before submitting a Bid, each BIDDER must:

- A. Examine and study the Project Plans and Contract Documents thoroughly.
- B. Visit the site to become familiar with local conditions that may in any manner affect performance of the Work.

Before submitting a Bid, each BIDDER may, at BIDDER's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Any explorations or tests that each BIDDER deems necessary for submission of the Bid shall be coordinated and performed with the prior approval of the City of Alamogordo. Any work of this nature will be done in strict compliance with all applicable permits, requirements and regulations.

- C. Be familiar with federal, state and local laws, ordinances, rules and regulations, affecting performance of the work and employment of labor.
- D. Carefully correlate any observations with the requirements of the Contract Documents.
- E. Notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.
- F. Note that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and neither the ENGINEER nor the OWNER assumes responsibility for the accuracy or completeness thereof. It shall be the CONTRACTOR's sole responsibility to locate all utilities before any work commences.

The submission of a bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with all requirements contained herein, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

### **3.0 INTERPRETATIONS AND ADDENDA**

All questions about the meaning or intent of the Contract Documents shall be submitted via fax (575) 439-4117 or e-mail bpyeatt@ci.alamogordo.nm.us **Questions received after 4:00 p.m. on June 11, 2021 will not be answered.** Submitted questions will be answered by formal written addenda and will be binding. Oral clarification will not be binding.

Each Addenda shall be made part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. On the Bid Proposal, each BIDDER shall acknowledge receipt of each Addenda.

### **4.0 CONTRACT TIME**

The number of calendar days within which, or the dates by which, the Work is to be substantially completed and ready for Final Payment (the Contract Time) as set forth in the AGREEMENT, Section 8. This time may be defined as a specified fixed date or a given number of calendar days. The Contract Time may be amended by mutual written Agreement to include authorized time extensions as the performance of the Contract requires.

### **5.0 LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the AGREEMENT, Section 8.

### **6.0 SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if Awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitutes or "or-equal" items. Whenever it is indicated in the Drawings or in the Specifications that a substitute or an "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR, if acceptable to ENGINEER, application for acceptance will not be considered by ENGINEER until after the Effective Date of the AGREEMENT. The procedure for the submission of any such application by the CONTRACTOR for consideration by the ENGINEER is set forth in the General Conditions.

### **7.0 SUBCONTRACTORS**

BIDDERS will submit to OWNER a list of all Subcontractors and other persons and organizations proposed for those portions of the Work whose value in services is \$5,000.00 or more. **SUCH LIST WILL BE COMPLETED AND SUBMITTED WITH THE BID AND SHALL INCLUDE THE NAME AND ADDRESS OF EACH SUBCONTRACTOR AND THE NATURE OF THE WORK TO BE PERFORMED.** If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, they may before giving the Notice of Award, request the Apparent Low BIDDER to submit an acceptable

substitute Subcontractor. The Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. If the Apparent Low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person, or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

The CONTRACTOR shall not be required to employ any Subcontractor, other person, or organization against whom CONTRACTOR has reasonable objection.

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract must be acceptable to the OWNER.

## **8.0 WAGE RATES**

The BIDDER's attention is directed to the fact that the prevailing State Wage Rate Decision listed by the New Mexico Department of Workforce Solutions and contained in Section 12, herein, shall also be made a part of the Contract. It shall be the BIDDER'S responsibility to be thoroughly informed of all state, federal and local laws and statutes pertaining to the employment and shall strictly adhere to such laws and regulations.

## **9.0 COLLUSION - GENUINE BID**

The BIDDER, by submitting a Bid, certifies that the Bid is genuine and is not a sham or collusive, or made in the interest, or in the behalf of any person not named as BIDDER, and that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a sham Bid, or any other person, firm or corporation to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

## **10.0 QUANTITIES**

The quantities set forth in the Bid Schedule are estimated quantities. Payment will be made at the unit price bid amounts for the Work actually performed. The City reserves the right to increase or decrease quantities. The CONTRACTOR shall not be paid for any portion of the Project built beyond plan dimensions and thickness. The OWNER has the right (and BIDDER by submission of a Bid, agrees OWNER has this right) to increase or reduce the quantities shown in the Bid Schedule up to twenty-five (25) percent before the CONTRACTOR can present a claim to adjust the unit bid prices.

## **11.0 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## **12.0 GROSS RECEIPTS SURETY BOND**

Effective July 1, 1975, New Mexico House Bill 262 added Section 7-1-55, NMSA 1978 to the Tax Administration Act, Subsection A, provides for any person engaged in the construction business, as defined in Section 7-9-3, NMSA 1978, 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, at the time such contract is entered into, to furnish the Commissioner of Revenue or an authorized delegate with a surety bond, or other acceptable security, in a sum equivalent to the gross receipts to be paid under the contract, multiplied by the sum of the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978, plus the rate of tax imposed by the local option gross receipts tax. Upon receipt of a surety bond, or other acceptable security, the Commissioner, or the delegate, shall issue a certificate stating that the requirements of this section have been met.

## **13.0 SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all Work performed under this Contract, the CONTRACTOR shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain in the Project Office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

## **14.0 WORK ON OR ADJACENT TO PRIVATE PROPERTY**

The CONTRACTOR shall be required to provide access for the residents and businesses along the construction route to the satisfaction of the ENGINEER. In addition, any private improvements that exist shall be preserved against damage from the CONTRACTOR's activities. The CONTRACTOR shall be required to remove and rebuild any improvements damaged during construction at his sole expense. These improvements include but are not limited to: buildings, fences, sidewalks, structures, walls, driveways, and landscaping. The CONTRACTOR shall not be allowed to make a claim for additional Time or expense due to rebuilding improvements damaged by construction activities.

Except as specified otherwise, in the execution of work on private property, the CONTRACTOR shall make all arrangements with the private property owners to the satisfaction of both the private owner and the ENGINEER before proceeding with the Work. Items removed on private

property to facilitate access to the Work shall be replaced to a condition satisfactory to both the private property owner and the ENGINEER at the cost of the CONTRACTOR.

#### **15.0 TWELVE (12) HOUR CALL-OUT NOTICE**

The CONTRACTOR shall be required to maintain a clean, safe work site as well as adequate, safe access for all residents and businesses along the construction routes, to the satisfaction of the ENGINEER. This Work shall include any measures necessary to keep the site clean and safe, and provide access, including but not limited to routine sweeping, treatment to prevent blowing soil, complete removal of mud, grading, temporary driveways, and import of dry suitable material to form temporary driving surfaces.

Upon verbal notification by the ENGINEER, the CONTRACTOR shall perform whatever measures necessary to provide the required cleanup for adequate and safe site conditions and access to adjacent property. The CONTRACTOR shall have twelve (12) hours to respond and begin the work required to clean up the work site or provide said access.

Failure by CONTRACTOR to respond and begin corrective Work within twelve (12) hours will cause OWNER to hire an independent CONTRACTOR to perform the Work required, as determined solely on the ENGINEER's opinion, and withhold all expenses incurred from the CONTRACTOR's Payment for the Project. The CONTRACTOR, by submission of a Bid, agrees to the above stated conditions and is required to sign the Call Out Notice Acknowledgment in Section 3 - Bid Schedule.

#### **16.0 COPIES OF BIDDING DOCUMENTS**

Specifications and Drawings will be available to BIDDERS on the **City Website through Vendor Registration and Bid Notification System** or by emailed requests to either [bpyeatt@ci.alamogordo.nm.us](mailto:bpyeatt@ci.alamogordo.nm.us) or [cgebhardt@ci.alamogordo.nm.us](mailto:cgebhardt@ci.alamogordo.nm.us).

Complete sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### **16.1 PLAN HOLDER LIST**

Included at the end of this Section is a form for those vendors who wish to be placed on the Plan Holder List for this project. Those vendors must complete this form and forward it to the Purchasing Department. Only those vendors who elect to return this completed form will be placed on the Plan Holder List.

#### **17.0 SUBMISSION OF BIDS**

**The following bid documents are to be submitted as your Bid:**

**Section 3 - Bid Schedule**

**Section 4 - Subcontractor's Fair Practice Act Compliance**

**Section 5 - Bid Bond**

**Section 6 - Statement of Bidders Qualifications**

**Section 7 - Campaign Contribution Disclosure Form,**

**- Copy of State of New Mexico, Regulation and Licensing Department, Construction Industries Division License(s)**

**- Copy of New Mexico Department Workforce Solutions, Certificate of Public Works Registration**

**and any other information that may be required.**

Prices shall be filled in for all items on the Bid Schedule (Section 3). The Bid Schedule must be completed in ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed to the Bid and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an Acknowledgment of Receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule), and acknowledgment of the Twelve (12) Hour Call-Out Notice.

Bids shall be submitted before the time and place stated herein. Bids received after the Bid Opening time will be returned unopened. Faxed bids will not be accepted.

The address and telephone number for communications regarding the Bid must be shown.

Alterations to Bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid. Any Bid not duly signed will not be considered. All Bids shall be submitted and received with the understanding that the BIDDER accepts the terms and conditions as set forth herein.

Each Bid, accompanied by the Bid Security and all other required documents shall be placed in a sealed opaque envelope marked with the words "Bid Proposal", the Project title, the Public Works Bid Number (shown on the title sheet of the Specification book), Attn: Engineering Department, and the name and address of the BIDDER.

## **18.0 QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each BIDDER must submit with their Bid, the "Statement of Bidder's Qualifications" contained in Section 6 herein. The City of Alamogordo reserves the right to require additional information and to reject any and all bids from BIDDERS that OWNER determines not to be qualified to carry out the obligations of the Contract and complete the Project.

## **19.0 BID SECURITY**

Bid Security in the amount of five (5) percent of the amount of the Bid shall accompany the Bid documents. This Bid Security must be in the form of a certified or bank cashier's check, payable without condition or recourse, to the OWNER or it may be a Bid Bond issued by a surety licensed to conduct business in the State of New Mexico and be named in the current list of the Insurance Division, State Corporation Commission, Santa Fe, New Mexico.

The attached Bid Security is to become the property of the OWNER in the event the AGREEMENT and Bonds are not executed within the time specified in these Instructions to Bidders, as liquidated damages for the delay and additional expenses caused to the OWNER. The Bid Security is submitted as a guarantee that the BIDDER, if Awarded the Contract, will Execute such Contract in accordance with the Bid Schedule - Section 3, and in the manner and form required by the Contract Documents.

The Bid Security of the three (3) lowest Bidders will be retained until the Contract is Awarded or other disposition is made. Bid Proposals submitted without the required Bid Security will not be considered. Attorneys-in-fact who sign the Bid Security must file a certified and effective dated copy of their power of attorney.

The Bid Security of the successful BIDDER will be retained until such BIDDER has Executed the Agreement and furnished the required Contract security. If the successful BIDDER fails to Execute and deliver the Agreement and to furnish the required Contract Security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the Award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the Executed AGREEMENT or the sixty-first (61st) day after the Bid Opening.

## **20.0 GROSS RECEIPTS TAXES, PERMITS AND LICENSES**

Prices stated in the Bid Schedule shall not include applicable State gross receipts or applicable local option taxes. Taxes shall be added to the subtotal Bid amount. The CONTRACTOR will be reimbursed for the actual gross receipts tax liability incurred during construction. The CONTRACTOR will be responsible for all permits and licenses required to perform the Work.

## **21.0 OPENING OF BIDS**

BIDDERS are invited to be present at the Bid Opening. The person reading the Bids will utilize the following procedure prior to reading the amount of the Bid:

- A. Read name of BIDDER and BIDDER's New Mexico contractor's license number and classification.
- B. Check for list of Subcontractors to be utilized on the Project.
- C. Verify that the proper Bid Security is enclosed.

- D. Verify receipt of the Statement of Bidder's Qualifications.
- E. Verify Bidder's Acknowledgment of each Addendum issued, if any.
- F. Verify Bidder's Acknowledgment of the Twelve (12) Hour Call-Out Notice.
- G. Determine whether the Bid Schedule is signed.
- H. Verify receipt of State of New Mexico, Regulation and Licensing Department, Construction Industries Division License.
- I. Verify receipt of New Mexico Department Workforce Solutions, Certificate of Public Works Registration.
- J. Verify receipt of Campaign Contribution Disclosure Form.
- K. Verify receipt of Resident Veterans Preference Certification.
- L. Verify any other information that may be required from other funding sources. (If this is a federally funded project, federal "pink sheets" must be completed and signed.)
- M. Proceed with reading the Bid amounts.

If any of the requirements of the Contract Documents have not been met, the Bid shall be subject to rejection based solely on the OWNER'S discretion.

## **22.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

The OWNER will require time to study and canvass each Bid to determine which Bid is in the best interest of the OWNER. In consideration thereof, no Bid Proposal may be withdrawn after the scheduled closing time for receipt of Bids, for a period of sixty (60) days. The OWNER may return any or all Bids along with the Bid Security prior to that date.

## **23.0 AWARD OF CONTRACT**

The OWNER reserves the right to reject any and all Bids, to waive any and all formalities. Also, OWNER reserves the right to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the OWNER to make an Award to that BIDDER.

In evaluating Bids, the OWNER will consider the qualifications of the BIDDERS as well as other prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Schedule or by the OWNER prior to the Notice of Award.

The OWNER may consider the qualifications and experience of the CONTRACTOR, Subcontractors, suppliers, and other persons and organizations proposed in evaluating the Bids. The OWNER may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

The OWNER may conduct such investigations as deemed necessary in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of each BIDDER,

proposed Subcontractors, suppliers and other persons and organizations to perform and furnish the Work. If requested by the OWNER, the BIDDER shall provide a certified statement of financial condition.

The Contract will be Awarded to the BIDDER whose evaluation by the OWNER indicates that said Award will be in the best interests of the City.

If the Contract is to be Awarded, OWNER will give the Successful BIDDER a Notice of Award within seventy-five (75) days after the day of the Bid Opening. BIDDERS are hereby notified that, if Awarded the Contract, they **MAY NOT** assign payments due under the Award without permission of the OWNER. Further, BIDDERS are notified that consent to such assignments will be rarely granted.

#### **24.0 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, AND CERTIFICATE OF INSURANCE BOND**

Upon receipt of Notice of Award, the BIDDER will Execute the formal Contract Documents within ten (10) days and deliver the Performance Bond, Labor and Material Bond and Certificate of Insurance as required herein, naming the OWNER as co-insured. Each Surety Bond shall be in the amount of one hundred (100) percent of the total Contract Price as security for the faithful performance of the Contract and for the payment of all labor and materials. 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 otherwise meet the requirements set forth in the Contract Documents. Attorneys-in-fact who sign Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Sureties must also identify a service agent in the State of New Mexico.

OWNER reserves the right to require that any Bond furnished pursuant to the Contract Documents be in a form acceptable to OWNER. OWNER may reject any Bond which is not acceptable. CONTRACTOR'S inability to provide a Bond acceptable to OWNER may serve to render the Bid non-responsive.

#### **25.0 EXECUTION OF CONTRACT**

The Contract Agreement shall be Executed in two (2) counterparts, any one of which shall be deemed to be an original, and shall be distributed as follows:

CONTRACTOR	1 original
OWNER	1 original

#### **26.0 CONSTRUCTION SCHEDULE**

The CONTRACTOR shall submit to the OWNER a proposed construction schedule in accordance with Article 2.8 of the General Conditions, Section 13. The CONTRACTOR is required to schedule the Work so as to minimize disturbance to the local residents and businesses. Allowable days for the contract are described in Section 8, Article 3, Contract Agreement.

## **27.0 MAJOR EQUIPMENT**

Upon the Execution of the Contract Documents, the CONTRACTOR shall immediately place orders for all equipment and materials to be used on the Project. It is recommended that the CONTRACTOR place tentative orders, subject to cancellation for failure to complete the Contract Documents upon Notification of Award, for all equipment and materials with critical delivery dates.

## **28.0 SHOP DRAWINGS**

Shop Drawings, descriptive literature and calculations as required covering all materials and equipment proposed for the job shall be submitted in three (3) copies by the CONTRACTOR to the ENGINEER for approval. The purpose of the Shop Drawings is to show the ENGINEER that the CONTRACTOR understands the design concept, demonstrating CONTRACTOR's understanding by indicating which equipment and material CONTRACTOR intends to furnish and install, and by detailing the fabrication and installation CONTRACTOR intends to use.

All data submitted shall be complete, including type, size, number required, etc., as called for in the Contract, Project Plans, and Specifications. If material or equipment other than that specified is submitted for approval, the submittal data shall clearly show and point out any differences with adequate information to determine its equality.

The approval of the Shop Drawings by the ENGINEER shall not be construed as a complete check, but will indicate that the general method of construction is satisfactory. Approval of the Shop Drawings will not relieve the CONTRACTOR of the responsibility for any errors or omissions which may exist. The CONTRACTOR will be responsible for the satisfactory construction of all Work covered under this Contract. If deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to, or after, Shop Drawing submittals are processed by the ENGINEER, the Design Drawings and Specifications shall control and shall be followed.

All data shall be submitted in strict accordance with the following procedures:

- A. Submit to the ENGINEER within fifteen (15) days after the Notice of Award.
- B. Submittals shall be made in groups of items which are related to facilitate cross checking and coordination.
- C. Each submittal shall be accompanied by a letter giving the CONTRACTOR's name, the Project name and an itemized list of the submittal data.

Should this procedure not be followed, the CONTRACTOR shall make no claim for loss of time or money as a result of delay in receiving approved submittal data. Material fabricated or equipment delivered to the site before the approved submittals have been returned to the CONTRACTOR shall be subject to rejection by the ENGINEER.

OWNER shall review each submittal and provide written acceptance or rejection within ten (10) working days after receipt.

## **29.0 WORK GUARANTEE**

The CONTRACTOR shall guarantee in writing all Work constructed under this Contract against defective materials and workmanship as follows:

All items of Work shall be guaranteed for a period of one (1) year, unless stated otherwise in these Specifications.

The Performance Bond shall guarantee claims for damages due to the workmanship for the same period as stated above. The Guarantee Period begins on the date of Substantial Completion of the Work as determined by the OWNER. All corrective work satisfying the Guarantee Periods shall be accomplished at no cost to the OWNER. Emergency repairs performed by forces of or on the behalf of the OWNER will be billed to the CONTRACTOR. The Labor and Materials Payment Bond shall guarantee payment for all equipment, equipment rental, labor and materials for a period of one (1) year after Substantial Completion of the Work.

## **30.0 BID EVALUATION CRITERION FOR AREA**

Effective March 15, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid Evaluation Criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If the Bid from the local business multiplied by 0.90 is less than or equal to the lowest responsible BIDDER, who does not qualify as a local business, the Contract will be offered to the local business at the same price as the lowest Bid. Acceptance of the offer is optional for the local business. If the area business rejects the offer, the Contract will be Awarded to the lowest responsible BIDDER.

Such acceptance by the area business must be in writing and signed by a principal officer of the firm. In addition, the acceptance package must include an affidavit that the area business meets the criterion set forth in the ordinance and an adjusted Bid Schedule such that the grand total is equal to the lowest BIDDER's Price.

## **31.0 PRE-BID MEETING**

There will be no Pre-Bid Meeting conducted for this project. BIDDERS may request site visits by emailing bpyeatt@ci.alamogordo.nm.us.

## **32.0 Construction Industries Division (CID) Project Classification Determination**

Construction Industries Division (CID) Project Classification Determination is **GF4, GF98, or GS8** as regulated by Construction Industries Division, 2550 Cerrillos Road, Santa Fe, NM 87505. In accordance with the provisions of the New Mexico Construction Industries Licensing Act, all project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for Bid Opening. The City has determined that the Contractor shall possess a valid license classification as specified above or other appropriate license classification under the Construction Industries Licensing Act at the time the contract is Bid. Any work outside the scope of the Prime Contractor's classification(s) must be subcontracted. Any work subcontracted by a Prime Contractor must be performed by an entity that is validly licensed in the classification(s) of the work that is to be

subcontracted as of the date and time specified for Bid Opening. Bids that do not satisfy applicable licensing requirements will be considered non-responsive.

### **33.0 NEW MEXICO PREFERENCES**

To ensure adequate consideration and application of §13-1-21, NMSA (as amended), BIDDERS **must** include a copy of their preference certificate with their BID. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue  
*<http://www.tax.newmexico.gov/Business/in-state-veteran-preference-certification.aspx>*

#### **New Mexico Business Preference**

A copy of the certification must accompany BID.

#### **New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany BID.

Local Business Preference, New Mexico Business Preference, and New Mexico Resident Veterans Business Preference cannot be cumulative. The BIDDER will only be credited one of the preferences, as applicable.

**PLAN HOLDER LIST**

**PW BID 2021-004**

**REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS  
NO. 1 AND NO. 2 CLOSURE**

Those vendors who wish to be placed on the Plan Holder list for this project, please complete this form and forward to the Purchasing Department. Only those vendors who elect to return this form completed will be placed on the Plan Holder List.

**COMPANY:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Acknowledgements must be delivered to the Chief Procurement Officer at the following address:

Barbara Pyeatt  
Chief Procurement Officer  
Purchasing Department  
2600 N Florida Ave  
Alamogordo, New Mexico 88310  
bpyeatt@ci.alamogordo.nm.us  
Fax Number: (575) 439-4117

**REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE  
Public Works Bid No. 2021-004**

ITEM NO.	APPROX. QTY.	CONSTRUCTION ITEMS Items with unit or lump sum bid prices should be written in numerals on the blank lines.	UNIT BID PRICE	AMOUNT OF BID
1	1	Allowance (AL)  Construction Material Testing Allowance	\$32,000.00	\$32,000.00
2	1	Allowance (AL)  Survey Allowance	\$18,000.00	\$18,000.00
3	84,533	Cubic Yards (CY)  Compacted Barrier Layer: Grade barrier soil layer, 24-inch minimum thick layer compacted to 95% standard proctor. Includes grading and any necessary clearing/grubbing of the borrow site, CIP.	\$ _____	\$ _____
4	19,156	Cubic Yards (CY)  Top Soil Layer: Grade topsoil layer, 6-inch minimum loose (uncompacted) material capable of sustaining vegetation. Includes grading and any necessary clearing/grubbing of the borrow site, CIP.	\$ _____	\$ _____
5	1,993	Linear Feet (LF)  Provide and install of straw wattles	\$ _____	\$ _____
6	1	Lump Sum (LS)  Stormwater Pollution Prevention Plan (SWPPP)	\$ _____	\$ _____

**BID TOTAL \$ \_\_\_\_\_**

**REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE  
Public Works Bid No. 2021-004**

**NOTE: Gross receipts tax shall be paid with each pay request as it is submitted at the current tax rate for Otero County, New Mexico (6.3125%)**

To the City of Alamogordo, New Mexico (hereinafter called "OWNER"), the undersigned, (hereinafter called "BIDDER"), in compliance with your invitation for bids for the construction of **REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE - Public Works Bid No. 2021-004**, 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 herein, and at the unit prices stated above. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Schedule is a part. Quantities shown in this Bid Schedule are estimated and actual payment will be made on the basis of the unit bid prices for confirmed quantities as constructed.

BIDDER acknowledges receipt of the following addenda:

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CALLOUT NOTICE ACKNOWLEDGMENT:

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Authorized Signature of Bidder

---

Business Name of Bidder

---

Authorized Signature of Bidder

---

Printed Name and Title of Authorized Signature

---

BIDDER'S New Mexico Contractor's License No. & Classification, Federal Employee ID#

---

Address

---

Telephone

---

Fax

---

Email

(SEAL)      If Bid Proposal is submitted by a corporation.

## SECTION 4 - SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This Project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold	<u>\$5,000.00 or one-half (1/2) of one percent (1%) of the engineer's or architect's estimate of the total Project cost, whichever is greater.</u>
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For each category of the Project list, all Subcontractors, sub-Subcontractors, other organizations, persons which the BIDDER will be subcontracting, **who will perform work or labor, or render service to the BIDDER**, for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one Subcontractor, sub-Subcontractor, other organization, and/or person for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original Bid amount did not designate a subcontract, unless 1) the CONTRACTOR either received no bid for that category or one (1) bid was received (**note: the BIDDER must designate on the list of Subcontractors that either "no bid was received" or "one bid was received". The latter designation shall not occur more than one time on the subcontractor list**), or 2) the Work is pursuant to a change order that causes changes or deviations from the original Contract.

No CONTRACTOR whose Bid is accepted shall substitute any Subcontractor in place of the Subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Contractor and Subcontractors will register with the New Mexico Workforce Solutions on-line database exchange system at [www.dws.state.nm.us/Public-Works](http://www.dws.state.nm.us/Public-Works)

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD  
(THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH BID)**

---

Subcontractor's Business Name \_\_\_\_\_  
Principal Place of Business \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Business Email Address \_\_\_\_\_  
NM Contractor's License No. \_\_\_\_\_  
Type of Work SURVEYING \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Federal Employer ID# \_\_\_\_\_

---

Subcontractor's Business Name \_\_\_\_\_  
Principal Place of Business \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Business Email Address \_\_\_\_\_  
NM Contractor's License No. \_\_\_\_\_  
Type of Work CONSTRUCTION MATERIAL TESTING \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Federal Employer ID# \_\_\_\_\_

---

Subcontractor's Business Name \_\_\_\_\_  
Principal Place of Business \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Business Email Address \_\_\_\_\_  
NM Contractor's License No. \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Federal Employer ID# \_\_\_\_\_

---

Signature of Authorized Representative for BIDDER \_\_\_\_\_ Date \_\_\_\_\_

Duplicate, complete, and submit additional sheets as required.

**SECTION 5 - BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,  
\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_, as SURETY are held and firmly bound unto The  
City of Alamogordo, New Mexico, hereinafter called the OWNER, in the penal sum of  
\_\_\_\_\_ dollars, (\$\_\_\_\_\_) lawful money of the United  
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrator, successors, personal representatives, and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has  
submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_, for  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw said Bid within the period therein  
specified after the Opening of the same or, if no period be specified, within sixty (60) days after  
the said Opening, and shall within the period specified therefore, or if no period be specified,  
within fifteen (15) days after the prescribed forms are presented to PRINCIPAL for signature,  
enter into a written Contract with the OWNER in accordance with the Bid as accepted, and give  
bond with good and sufficient surety or sureties, as may be required, for the faithful performance  
and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the  
period specified, or the failure to enter into such Contract and give such bond within the time  
specified, the PRINCIPAL shall pay the OWNER the difference between the amount specified in  
said Bid and the amount for which the OWNER may procure the required Work or supplies or  
both, if the latter be in excess of the former, then the above obligation shall be void and of no  
effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____	[Individual PRINCIPAL]	_____	[SEAL]
		_____	[Business Address]
_____		_____	[Partnership] [SEAL]
_____		_____	[Business Address]

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
[Corporate PRINCIPAL]

\_\_\_\_\_ [Business Address]

By: \_\_\_\_\_ Affix  
Corporate Seal

Attest: \_\_\_\_\_

\_\_\_\_\_ [Corporate SURETY]

By: \_\_\_\_\_ Affix  
Corporate Seal  
Countersigned

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

Attorney-in-Fact<sup>1</sup>, State of \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup>Power-of-attorney for person signing for Surety Company must be attached to bond and must indicate availability for service in the State of New Mexico and a current mailing address.

**SECTION 6 - STATEMENT OF BIDDER'S QUALIFICATIONS  
(TO BE SUBMITTED BY THE BIDDER AND INCLUDED WITH BID)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit additional information.

1. Name of Bidder and N.M. Contractor's License Number.
  2. Permanent main office address.
  3. When organized.
  4. If a corporation, where incorporated.
  5. How many years have you been engaged in the contracting business under your present firm or trade name?
  6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
  7. General character of work performed by your company.
  8. Have you ever failed to complete any work awarded to you? If so, where and why?
  9. Have you ever defaulted on a contract? If so, where and why?
  10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
  11. List your major equipment available for this Contract.
  12. Experience in construction work similar in importance to this project.
  13. Background and experience of the principal members of your organization, including the officers.
  14. Credit available: \$\_\_\_\_\_.
  15. Give bank reference:
- 
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

17. The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this statement of BIDDER'S Qualifications. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, dated \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of BIDDER

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

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_, the \_\_\_\_\_ of  
Name Position

\_\_\_\_\_ being duly sworn,  
Company Name

deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

## SECTION 7- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body 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 local public body during the two (2) 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 (2) 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 (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

**“Pendency of the Procurement Process”** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

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

**“Prospective Contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## SECTION 8 - CONTRACT AGREEMENT

This AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year **2021** by and between the City of Alamogordo, a New Mexico municipal corporation ("OWNER") and \_\_\_\_\_, a New Mexico corporation ("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire AGREEMENT between OWNER and CONTRACTOR concerning the work consist of the following:

- This AGREEMENT.
- Exhibits to this AGREEMENT.
- All required Bonds.
- Notice of Award.
- Conditions of the Contract (General, Supplementary, and Other Conditions).
- Project Specifications.
- Drawings with each sheet bearing the following general title:

#### **REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE PUBLIC WORKS BID No. 2021-004**

- Notice to Proceed.
- Bid Documents and CONTRACTOR'S ***Bid Schedule***
- Certificate of Insurance.
- All Addenda Issued Prior to, and all Modifications Issued after, Execution of this AGREEMENT.

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this AGREEMENT, or repeated herein.

There are no Contract Documents other than those listed above in the Article 1. The Contract Documents may only be amended, modified or supplemented as provided in Section 13, General Conditions.

### ARTICLE 2 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

#### **REBID OF OTERO/GREENTREE REGIONAL LANDFILL CELLS NO. 1 AND NO. 2 CLOSURE PUBLIC WORKS BID No. 2021-004**

consisting of the following: See attached ***Exhibit A***.

### **ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER. Substantial Completion shall be achieved within **one hundred eighty (180)** calendar days, after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the OWNER. Final Completion shall be achieved not later than **thirty (30)** calendar days after the date of Substantial Completion.

Should the CONTRACTOR neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the CONTRACTOR agrees, in partial consideration for the award of this Contract, to pay to the OWNER the amount of **Five Hundred Dollars (\$500.00)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

### **ARTICLE 4 CONTRACT PRICE**

OWNER shall pay CONTRACTOR in current funds for performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Price determined as follows:

See CONTRACTOR'S ***Bid Schedule***, attached hereto as ***Exhibit B*** and incorporated by reference.

### **ARTICLE 5 PROGRESS PAYMENTS**

Based upon Applications for Payment submitted in accordance with Article 14 of the General Conditions, the OWNER shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the OWNER, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Price properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Price properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the OWNER; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

### **ARTICLE 6 FINAL PAYMENT**

Final payment, constituting the entire undisputed, unpaid balance of the Contract Price, shall be paid by the OWNER to the CONTRACTOR within ten (10) days after notification of the OWNER, by the Architect/Engineer that all incomplete and unacceptable Work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the CONTRACTOR shall provide to the OWNER a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

### **ARTICLE 7 CONTRACTOR'S REPRESENTATIONS**

CONTRACTOR makes the following representations:

CONTRACTOR has studied and become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions as provided in Section 13, General Conditions, and accepts the determination of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 13, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for carefully locating said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data with respect to said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 13, General Conditions.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

CONTRACTOR has given OWNER's Representative all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER's Representative is acceptable to CONTRACTOR.

## **ARTICLE 8 GENERAL AND SPECIAL PROVISIONS**

The OWNER's Representative is Bob Johnson, Engineering Manager for the City of Alamogordo, New Mexico, who is hereinafter called OWNER's Representative and who is to act as OWNER's Representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER's Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

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

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

As between the parties to this AGREEMENT: As to all acts or failures to act by either party to this AGREEMENT, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the OWNER's approval of the Final Certificate of Payment.

The CONTRACTOR shall hold harmless and indemnify the OWNER against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the CONTRACTOR.

This AGREEMENT shall not become effective until it is signed by all parties which are required to sign this AGREEMENT.

The CONTRACTOR and his agents and employees are independent CONTRACTORS, and are not employees of the City of Alamogordo. The CONTRACTOR and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Alamogordo, as a result of this AGREEMENT.

The CONTRACTOR, upon final payment of the amounts due under this AGREEMENT, releases the OWNER, his officers and employees, and the City of Alamogordo from all liabilities and obligations arising from or under this AGREEMENT, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the CONTRACTOR may incur.

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

**Notices**

All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

City of Alamogordo  
Engineering Department  
1376 E. Ninth Street  
Alamogordo, NM 88310

THE CONTRACTOR:

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

**Gender, Singular/Plural.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

**Captions and Section Headings.** The captions and section headings contained in this AGREEMENT are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this AGREEMENT.

**Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this AGREEMENT shall be attached to this AGREEMENT at the time of Execution and are hereby incorporated by reference as though set forth in full in this AGREEMENT to the extent they are consistent with its conditions and terms.

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

**Waiver.** No provision of this AGREEMENT shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of

the terms hereof be accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

**Entire AGREEMENT.** This AGREEMENT represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This AGREEMENT incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this AGREEMENT, and all such conditions, understandings, and agreements have been merged into this written AGREEMENT. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written AGREEMENT.

**Interchangeable Terms.** For purposes of all provisions within this AGREEMENT and all attachments hereto, the terms "AGREEMENT" and "Contract" shall have the same meaning and shall be interchangeable.

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

**Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

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

A potential CONTRACTOR, or the CONTRACTOR, agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If CONTRACTOR fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have Executed two (2) originals of this AGREEMENT. One counterpart each has been delivered to CONTRACTOR and OWNER's Representative. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER's Representative on their behalf.

CONTRACTOR

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

NM Taxpayer Identification Number: \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

OWNER  
CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

By: \_\_\_\_\_  
Brian Cesar, City Manager

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Petria Bengoechea, City Attorney

## EXHIBIT A

The Work will consist of closure of Otero Greentree Regional Landfill Cells No. 1 and No. 2. Closure activities entail the preparation and compaction of the existing intermediate surface, installation and compaction of a 24-inch thick barrier soil layer, overlaid with a 6-inch thick loose topsoil vegetation layer. Drainage infrastructure, such as grading, should be installed in an effort to promote positive drainage patterns routing runoff to existing drainage swales located adjacent to the cells.

**SECTION 9 - PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, *[Insert the name or legal title of the CONTRACTOR]*

\_\_\_\_\_ as Principal,  
herein after called the CONTRACTOR, and *[Insert the legal title of the surety and address]*

\_\_\_\_\_ 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, hereinafter called the Surety, are held  
and firmly bound unto *[Insert the name or legal title and address of the OWNER]*

\_\_\_\_\_ as Obligee, hereinafter called the OWNER, in the  
amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof  
CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated  
\_\_\_\_\_, \_\_\_\_\_, entered into a contract described as follows:

\_\_\_\_\_ which contract is by reference 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.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever the CONTRACTOR shall be, and shall be declared by the OWNER to be, in default  
under the said Contract, the OWNER having performed its obligations hereunder, the Surety  
may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. At OWNER's option, obtain a bid or bids for submission to the OWNER for completing  
said Contract in accordance with its terms and conditions and, upon determination by the  
OWNER and Surety of the lowest responsible BIDDER, arrange for a contract between such

BIDDER and the OWNER and make available as Work progresses (even though there should be a 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 the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto less the amount previously paid by the OWNER to the CONTRACTOR.

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

Right of action with respect to any express guarantees in the Contract shall accrue from the date of 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 person or corporation other than the OWNER named herein or its successors or assigns.

SIGNED AND SEALED \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor-Principal]

In presence of:

\_\_\_\_\_

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

Title: \_\_\_\_\_ [Surety]

Approved as to form:

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney for the OWNER

Title: \_\_\_\_\_

\  
Countersigned:

\_\_\_\_\_  
Surety's Authorized New Mexico Agent for Service

**SECTION 10 - LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, *[Insert the name or legal title and address of the CONTRACTOR]*

\_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, hereinafter called the CONTRACTOR, and *[Insert the legal title of the surety and address]*

\_\_\_\_\_, 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, hereinafter called the Surety, as held and firmly bound unto *[Insert the name or legal title and address of the OWNER]*

\_\_\_\_\_, as Obligee, hereinafter called the OWNER and supplier of labor, material or supplies as joint obligees, in the \_\_\_\_\_ amount \_\_\_\_\_ of \_\_\_\_\_ dollars

(\$\_\_\_\_\_), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_ entered into a contract described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall pay as they become due all just claims for labor performed and materials and supplies furnished upon or for the Work under the Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract there-under, 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 the OWNER and the parties to whom the right is granted pursuant to Section 13-4-1 et. seq., NMSA 1978 (1988 repl. pamp.) and New Mexico Law; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED ON \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
[CONTRACTOR - PRINCIPAL]

In presence of:

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
[Surety]

\_\_\_\_\_  
Attorney for the OWNER

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

Title: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Surety's Authorized New Mexico Agent for Service

This bond is issued simultaneously with performance bond in favor of OWNER and suppliers of labor, materials or supplies for the faithful performance of the Contract.

**SECTION 11 - CERTIFICATE OF INSURANCE**

**PLEASE ATTACH AN INSURANCE CERTIFICATE  
FROM A NEW MEXICO LICENSED INSURANCE AGENT  
PER THE GENERAL CONDITIONS, SECTION 13  
ARTICLE 5**

## SECTION 12 - WAGE RATES

Wage Rates do not pertain to  
Projects under \$60,000.00

You are hereby advised that where differences exist between the minimum wage rates shown, the higher wage rates shall govern, if applicable.



**LABOR RELATIONS DIVISION**

401 Broadway NE  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

226 South Alameda Blvd  
Las Cruces, NM 88005  
Phone: 575-524-6195  
Fax: 575-524-6194

**WWW.DWS.STATE.NM.US**

1596 Pacheco St, Suite 103  
Santa Fe, NM 87505  
Phone: 505-827-6817  
Fax: 505-827-9676

**Wage Decision Approval Summary**

1) Project Title: Rebid of Otero/Greentree Regional Landfill Cells No. 1 and No. 2 Closure  
Requested Date: 04/28/2021  
Approved Date: 04/29/2021  
Approved Wage Decision Number: OT-21-0903-A

**Wage Decision Expiration Date for Bids: 08/27/2021**

2) Physical Location of Jobsite for Project:  
Job Site Address: 4258 U.S. Highway 54 South  
Job Site City: Alamogordo  
Job Site County: Otero

3) Contracting Agency Name (Department or Bureau): City of Alamogordo  
Contracting Agency Contact's Name: Bob Johnson  
Contracting Agency Contact's Phone: (575) 439-4235 Ext. 3

4) Estimated Contract Award Date: 06/02/2021

- 5) Estimated total project cost: \$600,000.00
  - a. Are any federal funds involved?: No
  - b. Does this project involve a building?: No
  - c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
  - d. Are there any other Public Works Wage Decisions related to this project?: No
  - e. What is the ultimate purpose or functional use of the construction once it is completed?: Closed Landfill cells per NMED-SWB regulatory requirement.

6) Classifications of Construction:

<b>Classification Type and Cost Total</b>	<b>Description</b>
<b>Highway/Utilities (A)</b> <b>Cost: \$600,000.00</b>	The Work will consist of closure of Otero Greentree Regional Landfill Cells No. 1 and No. 2. Closure activities entail the preparation of the intermediate surface compaction and the installation of a 24-inch thick compacted barrier soil layer overlaid with a 6-inch thick topsoil vegetation layer. Drainage infrastructure, such as grading, should be installed in an effort to promote positive drainage patterns routing runoff to existing drainage swales located adjacent to the cells



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

Effective January 1, 2021

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	25.63	11.74
Carpenter- Los Alamos County	28.37	13.44
Cement Mason	17.42	6.81
Ironworker	27.35	17.49
Painter- Commercial	17.25	7.75
Plumber/Pipefitter	31.52	12.90
<b>Electricians- Outside Classifications: Zone 1</b>		
Ground man	23.74	13.16
Equipment Operator	34.06	15.94
Lineman/ Technician	40.07	17.57
Cable Splicer	44.08	18.65
<b>Electricians-Outside Classifications: Zone 2</b>		
Ground man	23.74	13.16
Equipment Operator	34.06	15.94
Lineman/ Technician	40.07	17.57
Cable Splicer	44.08	18.65
<b>Electricians-Outside Classifications: Los Alamos</b>		
Ground man	24.42	13.34
Equipment Operator	35.04	16.21
Lineman/ Technician	41.22	17.88
Cable Splicer	45.34	18.99
<b>Laborers</b>		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
<b>Operators</b>		



Group I	19.15	6.54
Group II	20.11	6.54
Group III	20.21	6.54
Group IV	20.33	6.54
Group V	20.43	6.54
Group VI	20.62	6.54
Group VII	20.78	6.54
Group VIII	21.08	6.54
Group IX	28.80	6.54
Group X	32.15	6.54
<b>Truck Drivers</b>		
Group I-IX	16.67	8.27

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).

## **PUBLIC WORKS PROJECT REQUIREMENTS**

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

### **Contracting Agency**

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

### **General Contractor**

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



**LABOR RELATIONS DIVISION**  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
Phone: 505-841-4400  
Fax: 505-841-4424

**WWW.DWS.STATE.NM.US**

## **Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

## **Additional Information**

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

## **CONTACT INFORMATION**

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

## **SECTION 13 - GENERAL CONDITIONS**

## ARTICLE 1 DEFINITIONS AND TERMS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

AGREEMENT - The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are part of the AGREEMENT

Application for Payment - The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and a CONTRACTOR affidavit stating that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment

ARCHITECT - The person or firm designated by OWNER, who may or may not be an employee, who is responsible for providing architectural services under this AGREEMENT

Bid - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed

BIDDER - Any person, firm, or corporation submitting a responsive BID for the Work

Bonds - BID, performance and payment bonds, and other instruments of security furnished by CONTRACTOR or SUBCONTRACTOR and CONTRACTOR's or SUBCONTRACTOR's surety in accordance with the Contract Documents

Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the AGREEMENT

City Commission - The governing body of the City of Alamogordo

Contract Documents - The written AGREEMENT between the CONTRACTOR and the OWNER setting forth the obligations of the parties there under, including but not limited to the performance of the Work and the Basis of Payment. The Contract Documents include: the Advertisement for Bids, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to BIDDERS, CONTRACTOR's Bid, the Performance Bonds and Labor and Payment Bond (for both CONTRACTOR and SUBCONTRACTOR, if applicable to SUBCONTRACTOR), the Certificate of Insurance, the Statement of BIDDER's Qualifications, the Campaign Contribution Disclosure Form, the Notice of Award, the Notice to Proceed, these General Conditions, the Contract Specifications, any Special Conditions, any referenced Specifications or Standards, Drawings and Plans, and all Modifications to the above, including Change Orders and extensions of Contract Time, all of which constitute one instrument

Contract Price - The total monies payable to CONTRACTOR under the Contract Documents

Contract Time - The time specified in the AGREEMENT for completion of the Project. This time may be defined as a specified fixed date or a given number of calendar days. The Contract

Time may be amended by mutual written Agreement to include authorized time extensions as the performance of the Contract requires.

CONTRACTOR - The person, firm, or corporation with whom OWNER has executed the Agreement

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight

DESIGNER - The person or firm designated by OWNER, who may or may not be an employee, who is responsible for providing engineering services

Drawings or Plans - The drawings which show the character and scope of the WORK to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents

ENGINEER – The City of Alamogordo’s City Engineer or authorized representative.

Engineer of Record – Professional Engineer, licensed in the State of New Mexico, that stamps the design (plans). Can be either the City Engineer or a consultant

Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2

General Conditions - This document

Modification - (a) A written amendment to the Contract Documents signed by both parties; (b) a Change Order; (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3; or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the AGREEMENT

Notice of Award - The written notice by OWNER to the apparent successful BIDDER stating that, upon compliance with the conditions precedent to be fulfilled by CONTRACTOR within the time specified

Notice to Proceed - A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform the obligations set forth in the Contract Documents

OWNER - The City of Alamogordo, New Mexico, a New Mexico municipal corporation. The term “City” may be used interchangeably with the term “OWNER”

Project - The entire construction to be performed as provided in the Contract Documents

Project Manager – The OWNER’s representative who is delegated the responsibility for administration of the PROJECT and who is the primary point of contact for the CONTRACTOR

Project Close Out Documents - Project Close Out Documents consist of as-built drawings of the Project; waiver of lien certificates from all Subcontractors, material suppliers, or service

companies involved in the construction of the project; affidavit of release of liens that the lien releases or waivers attached include all parties above and any others who have lien rights; consent of surety for final payment prior to release of final payment; CONTRACTOR's certificate of completion that Project is complete in conformance with the Contract Drawings and specifications; written warranty (one year period) in accordance with Article 13.1 of these General Conditions.

Public Works Inspector - An authorized representative of ENGINEER who is assigned to inspect the technical aspects of the Project or any part thereof

Reference Specifications, Test Methods, and Applicable Codes - All standard specifications and test methods of any society, association, or organization referred to herein are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within an article or section shall include all general provisions of the article or section to which reference is made.) References to such standards refer to the latest published issues as of the date of the Invitation to Bid, unless otherwise specified. References to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid, unless otherwise specified

Service Connections - Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier, or distributor which have been approved by ENGINEER and which illustrate the equipment, material, or some portion of the Work

Special Conditions - Conditions which modify any article or paragraph of these General Conditions

Specifications (also Technical Specifications) - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK

Substantial Completion - Date, as certified by ENGINEER, when construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or a specified part thereof can be utilized for the purposes for which it was intended; or, if there be no such certification, the date when final payment is due in accordance with paragraph 14.13

Utility - Overhead or underground wires, pipes, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement operated and maintained to supply such commodities as water, gas, power, telephone, cable television, or sewer.

- A. Public Utility - Owned and operated by a municipality or another political subdivision of the State
- B. Private Utility - Owned and operated by a private company or corporation

Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the CONTRACT DOCUMENTS, including all labor, materials, equipment, incidentals, and the furnishing and installation thereof

## **ARTICLE 2 PRELIMINARY MATTERS**

### **Execution of AGREEMENT**

2.1. At least two (2) counterparts of the Agreement and such other Contract Documents as are required to be executed will be executed and delivered by CONTRACTOR to OWNER within ten (10) days of the Notice of Award; and OWNER will execute and deliver one counterpart to CONTRACTOR within ten (10) days of receipt of the executed Agreement from CONTRACTOR.

### **Delivery of Bonds and Insurance**

2.2. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certificates of Insurance as CONTRACTOR and SUBCONTRACTORS may be required to furnish in accordance with Article 5 of these General Conditions.

### **Copies of Documents**

2.3. OWNER shall furnish to CONTRACTOR one (1) complete set of the Contract Documents

### **CONTRACTOR's Pre-Start Representations**

2.4. CONTRACTOR represents that CONTRACTOR is familiar with and assumes full responsibility for becoming familiar with the nature and extent of the Contract Documents, Work and locality; and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work. CONTRACTOR represents that CONTRACTOR has correlated CONTRACTOR's study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that CONTRACTOR has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications, that CONTRACTOR has made such additional surveys and investigations as CONTRACTOR deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that CONTRACTOR has correlated the results of all such data with the requirements of the Contract Documents.

### **Commencement of Contract Time; Notice to Proceed**

2.5. The Contract Time will commence to run on the day indicated in a written Notice to Proceed is given, on the day indicated in the Notice to Proceed is issued by the OWNER. A Notice to Proceed may be given at any time within 30 days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

### **Starting the Project**

2.6. CONTRACTOR may start to perform the WORK ONLY AFTER RECEIVING A WRITTEN Notice to Proceed.

### **Before Starting Construction**

2.7. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents, and check and verify pertinent figures shown thereon, and check and verify all applicable field measurements. CONTRACTOR shall at once report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.8. The CONTRACTOR, within twenty-one (21) calendar days after being Awarded the Contract unless agreed otherwise by the OWNER, shall prepare and submit for the ENGINEER's approval, a CONTRACTOR's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be approved by CONTRACTOR's sureties, if any, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule may be significantly modified only upon prior written agreement of the CONTRACTOR and its sureties, if any, and the ENGINEER. CONTRACTOR shall conform to the most recently approved schedules and shall not be entitled to an extension of the Contract Time or an increase in the Contract Price for the time that may be required to obtain any Surety's approval.

2.9. Before starting the Work at the site, CONTRACTOR shall furnish OWNER certificates of insurance as required by Article 5 of these General Conditions. Within twenty (20) days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules; to establish procedures for the handling of Shop Drawings and other submissions and the processing of Applications for Payment; and to establish a working understanding between the parties as to the Project. The conference will be attended by the OWNER, ENGINEER, and CONTRACTOR.

### **ARTICLE 3 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

3.1. The parties intend that the Specifications and Drawings describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Contract Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, CONTRACTOR shall call it to ENGINEER's attention in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Contract Modification(s), Agreement, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and Detailed Drawings shall govern over General Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Reference to Standard Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the most current Standard Specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated.

#### **ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

##### **Availability of Lands**

4.1. OWNER shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and any other lands designated for use by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12 of these General Conditions. CONTRACTOR shall provide for any additional lands and access that may be required for temporary construction facilities or storage of materials and equipment at their expense.

##### **Physical Conditions-Surveys and Reports**

4.2 The OWNER will, upon request, furnish to the CONTRACTOR copies of all relevant boundary surveys and other pertinent reports and material which are readily available in OWNER's office. OWNER has not made tests of subsurface conditions and makes no warranties or statements to CONTRACTOR as to the presence or absence of difficult excavation conditions.

##### **Unforeseen Physical Conditions**

4.3. CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

ENGINEER will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. ENGINEER shall obtain any necessary additional surveys and tests and furnish copies to CONTRACTOR. If appropriate, a Change Order shall be issued incorporating the necessary revisions.

The CONTRACTOR is responsible for locating and protecting underground and aerial utilities and constructions.

### **Reference Points**

4.4. ENGINEER shall provide engineering surveys for construction to establish reference points which, in OWNER's judgment, are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise agreed) and shall protect and preserve the established reference points. CONTRACTOR shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to OWNER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

### **Physical Conditions - Underground Facilities**

4.5. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities are based on information and data furnished to OWNER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly agreed:

4.5.1. OWNER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.5.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof, for repairing any damage thereto resulting from the Work, and for the cost; all of which will be considered as having been included in the Contract Price.

4.6. Not Shown or Indicated: If an Underground Facility is uncovered or revealed which was not shown or indicated in the Contract Documents and of which CONTRACTOR could not reasonably have been expected to be aware, CONTRACTOR shall promptly identify the owner of such Underground Facility and give written notice thereof to OWNER. OWNER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect the new condition, and the Contract Documents will be amended or supplemented to the extent necessary. During the interim, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. If the parties are unable to agree as to the amount or length of the appropriate adjustment, CONTRACTOR may make a claim therefor as provided in this Agreement.

## ARTICLE 5 BONDS AND INSURANCE

### Performance, Payment, and Other Bonds

5.1. CONTRACTOR and CONTRACTOR's SUBCONTRACTORS [if Subcontractors' contract for work to be performed on the Project is one hundred twenty-five thousand dollars (\$125,000) or more] shall furnish performance and payment Bonds as security for the faithful performance of this Contract and for payment of all the CONTRACTOR's and CONTRACTOR's SUBCONTRACTORS' obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Price and shall be in a form acceptable to OWNER and issued by sureties which are licensed to conduct business in the State of New Mexico and which are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The Performance Bond shall include coverage for the Guarantee Period. Notwithstanding the obligation of any other party, person or entity to notify CONTRACTOR's and CONTRACTOR's Subcontractors' sureties, CONTRACTOR and CONTRACTOR's Subcontractors shall give immediate written notice to its sureties of any change in the Contract Sum, Contract Time, Scope of Work or any other event for which failure to give said sureties notice would operate to discharge a surety's liability. The Surety on the performance bond shall furnish a waiver by which it consents to progress or partial payments to the CONTRACTOR in accordance with this Contract. Surety shall further agree that such payment shall not preclude or stop the OWNER from showing the true character and quantity of the materials furnished or from recovering from the CONTRACTOR or Subcontractor or CONTRACTOR'S or Subcontractors' sureties such damages as the OWNER may sustain by reason of any deficiency in quantity of the materials with respect to which a progress payment was made.

If the surety on any Bond furnished by CONTRACTOR or SUBCONTRACTOR is declared bankrupt or becomes insolvent, or if its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR or SUBCONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

### Insurance Requirements

5.2. Until final acceptance by the OWNER of the Work, the CONTRACTOR shall procure and maintain at CONTRACTOR's own expense insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the Contract, whether performed by the CONTRACTOR, CONTRACTOR's agents or employees or by Subcontractors. All insurance provided shall remain in full force and effect for the entire period of the Work, up to and including final acceptance, and the removal of all equipment and employees, agents and SUBCONTRACTORS there from.

#### I. Public Liability and Automobile Liability Insurance

- A. **General Liability:** Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

**Bodily Injury Liability:**  
\$500,000 each occurrence

\$1,000,000 aggregate

**Property Damage Liability:**

\$500,000 each occurrence

\$1,000,000 aggregate

1. The policy to provide this insurance is to be written on a Comprehensive General Liability form which must include the following:

a. Coverage for liability arising out of the operation of independent Contractors.

b. Completed Operations Coverage.

c. Attachment of the Broad Form Comprehensive General Liability Endorsement.

2. In the event that any use of explosives is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

3. In the event that any form of work next to an existing building or structure is a required part of the Contract, the CONTRACTOR's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to any building or structure due to excavation, including borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

4. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.

A. Automobile Liability Insurance coverage for the CONTRACTOR (whether included in the policy providing General Liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

**Bodily Injury Liability:**

\$500,000 each person

\$1,000,000 each occurrence

**Property Damage Liability:**

\$1,000,000 each occurrence

## **II. Workers' Compensation Insurance**

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

## **III. Owners' Protective Liability Insurance**

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

**Bodily Injury Liability:**

\$500,000 each occurrence

**Property Damage Liability:**

\$100,000 each occurrence

**Property Damage and Bodily Injury Combined:**

\$1,000,000 aggregate

## **IV. Certificate of Insurance**

The CONTRACTOR being Awarded the Contract shall furnish evidence of CONTRACTOR's insurance coverage by a Certificate of Insurance executed on a form acceptable to the OWNER, to be made a part of the Contract and included with the Contract Documents prior to signing the Contract. Such certificate shall indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled or allowed to lapse without giving the OWNER thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the OWNER on renewal of a policy or policies as necessary during the terms of the Contract. The OWNER shall not issue a Notice to Proceed until such time as the above requirements have been met.

## **V. Umbrella Coverage**

The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for the individual CONTRACTOR. The OWNER will recognize excess coverage (Umbrella) as meeting the requirements of Subsection I of this Section should such insurance otherwise meet all the requirements of such Subsection.

## **VI. Optimal Insurance**

The CONTRACTOR shall procure and maintain, when required by the OWNER, forms and types of Bailee insurance such as, but not limited to, Builder's Risk Insurance, which should include, but is not limited to, theft, vandalism, weather conditions and acts of God, CONTRACTOR's Equipment Insurance, Rigger's Liability Property Insurance, etc. in amounts necessary to protect the OWNER against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the

CONTRACTOR, including property of others being installed, erected or worked upon by the CONTRACTOR, CONTRACTOR's agents or Subcontractors.

## **VII. Railroad Insurance**

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

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

**Bodily Injury Liability, Property Damage Liability:**

\$2,000,000 each occurrence

**Liability and Physical Damage to Property:**

\$6,000,000 aggregate

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

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

## **Additional Bonds and Insurance**

5.3. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as OWNER may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR.

## **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

### **Registration**

6.1 CONTRACTOR must be registered with the Industrial Division of the Department of Labor.

### **Supervision and Superintendence**

6.2. CONTRACTOR shall supervise and direct the Work efficiently and with CONTRACTOR's best skill and attention. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but shall not be solely responsible for the negligence of others in the design or selection of a specific mean, method, technique, sequence, or procedure of construction which is indicated in and required by

the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.3. CONTRACTOR shall keep on the Work at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to ENGINEER (written notice only, NOT consent) except under extraordinary circumstances. The Superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR.

### **Labor, Materials, and Equipment**

6.4. CONTRACTOR shall provide competent, suitably qualified New Mexico Professional Licensed Surveyor to survey lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.5. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.6. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents or directed by the ENGINEER.

6.7.1. CONTRACTOR shall assign to OWNER all express and implied warranties and Contract rights for materials and equipment installed in the Project and for which OWNER has paid CONTRACTOR.

### **Substitute Materials or Equipment**

6.8. If the Specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, CONTRACTOR shall, prior to the conference called for by paragraph 2.9, make written application to ENGINEER for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and who may require CONTRACTOR to furnish such other data about the proposed substitute as ENGINEER considers pertinent. No substitute shall be ordered or

installed without such performance guarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR's expense.

### **Subcontractors**

6.9. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER to reject defective Work or Work not in conformance with the Contract Documents.

If OWNER, after due investigation, has reasonable objection to any Subcontractor, other person, or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person, or organization against whom CONTRACTOR has reasonable objection. CONTRACTOR shall not, without the consent of OWNER, make any substitution for any Subcontractor, other person, or organization who has been accepted by OWNER unless OWNER determines that there is good cause for doing so.

6.10. CONTRACTOR shall be fully responsible for all acts and omissions of CONTRACTOR's Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.11. The sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade. All work shall be performed by persons licensed to perform such work by New Mexico Construction Industries Division.

6.12. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

### **Patent Fees and Royalties**

6.13. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention,

design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of OWNER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend all such claims in connection with any alleged infringement of such rights.

### **Permits**

6.14. CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of CONTRACTOR's Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

### **Laws and Regulations**

6.15. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof; and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising there-from; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

### **Taxes**

6.16. CONTRACTOR shall pay all New Mexico gross receipts, sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the law of the place where the Work is to be performed.

### **Use of Premises**

6.17. CONTRACTOR shall confine CONTRACTOR's equipment, the storage of materials and equipment, and the operations of CONTRACTOR's workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall CONTRACTOR subject any part of the Work to stresses or pressures that will endanger it.

## **Record Drawings**

6.19. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and currently annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered in good condition to OWNER upon completion of the Project.

## **Safety and Protection**

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:

6.20.1. All employees on the Work and other persons who may be affected thereby;

6.20.2. All the Work and materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

6.20.4. All personal property that may be affected by the work.

The CONTRACTOR shall conduct construction operations in a manner which will minimize interference with the normal use of property adjacent to the construction Work and shall give owners of such property at least twenty-four (24) hours notice of the commencement of Work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. CONTRACTOR shall notify owners of adjacent utilities at least forty-eight (48) hours in advance when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in subparagraphs 18.4.1 and 18.4.2 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except for damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of DESIGNER or anyone employed by OWNER or anyone for whose acts OWNER may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that Work is acceptable.

6.21. CONTRACTOR shall designate a responsible member of CONTRACTOR's organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

## **Emergencies**

6.22. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act, on self discretion, to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby; and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done in an emergency which arose from causes beyond CONTRACTOR's control entitles an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim as provided in Articles 11 and 12 of these General Conditions.

## **Shop Drawings and Samples**

6.23. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), three copies (or, at ENGINEER's option, one reproducible copy) of all Shop Drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

6.25. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.27. Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been approved by ENGINEER. A

copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

6.28. ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from CONTRACTOR's responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

### **Cleanup**

6.29. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work; and at the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

### **Indemnification**

6.30. CONTRACTOR shall indemnify and hold harmless OWNER and its agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.31. In any and all claims against OWNER or any of its agents or employees by any employees of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.32. The obligations of CONTRACTOR under this Agreement shall not extend to the liability of OWNER, OWNER's agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications or (b) the giving of or the failure to give directions or instructions by OWNER, OWNER's agents, or employees provided such giving or failure to give is the primary cause of injury or damage.

### **Notice to Surety**

6.33. In all cases involving changes in the Work, the CONTRACTOR shall be obligated to promptly notify its Sureties, if any, of any change in Contract Price, scope of the Work or Contract Time which might operate to discharge the Sureties if notice were not provided. No

obligation to notify a Surety or actual notice to a Surety by any other person or party shall operate to relieve CONTRACTOR of its obligation to notify a Surety.

### **Documents, Records and Correspondence**

6.34. The CONTRACTOR shall maintain the following documents and records and, upon request by the OWNER, shall promptly make the records or legible copies thereof available to OWNER: Bid estimates, site observation reports, material and equipment invoices, payment records, payroll records, approved shop drawings, job meeting minutes, daily reports, logs and diaries, and photographs pertaining to the Work. The CONTRACTOR shall furnish copies of all correspondence pertaining to the Work to the OWNER upon request.

### **ARTICLE 7 WORK BY OTHERS**

7.1. OWNER may itself perform additional Work related to the Project or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if performing the additional work directly) reasonable opportunity for the introduction and storage of materials and equipment and for the execution of work and shall properly connect and coordinate CONTRACTOR's Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to report shall constitute an acceptance of the work as fit and proper for the relationship of CONTRACTOR's Work except as to defects and deficiencies which may appear in the other work after the execution of CONTRACTOR's Work.

7.3. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of OWNER and of the other contractors whose work will be affected.

7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense or warrants an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 of these General Conditions.

7.5. Work by the CONTRACTOR and work by others shall be coordinated and expedited by the OWNER to prevent time delays and additional cost to the CONTRACTOR. Any extension of time and/or additional costs caused by other contractors may be claimed as provided in Articles 11 and 12 of these General Conditions.

## **ARTICLE 8 OWNER'S RESPONSIBILITIES**

- 8.1. OWNER shall issue all official communications to CONTRACTOR through ENGINEER, in writing.
- 8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.
- 8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.
- 8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4.
- 8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10 of these General Conditions, OWNER (especially in certain instances as provided in paragraph 10.4) is obligated to execute Change Orders.
- 8.6. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.2.
- 8.7. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.11 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR.

## **ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION**

### **OWNER's Representative**

- 9.1. ENGINEER will be OWNER's representative during the construction period for the purpose of inspecting and approving the WORK.

### **Visits to Site**

- 9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER shall exercise reasonable skill and diligence to ensure that the completed Work will conform to the Contract Documents.

### **Clarifications and Interpretations**

- 9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12 of these General Conditions.

### **Rejecting Defective Work**

9.4. ENGINEER will have authority to disapprove or reject Work which is defective and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.7, whether or not the Work is fabricated, installed or completed.

### **Shop Drawings, Change Orders and Payments**

9.5. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.6. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12 of these General Conditions.

9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14 of these General Conditions.

### **Project Representation**

9.8. The ENGINEER may designate a Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as delegated by the ENGINEER.

### **Decisions on Disagreements**

9.9. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there-under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time, unless ENGINEER advises CONTRACTOR that additional time is needed in which to ascertain more accurate data.

9.10. The rendering of a decision by ENGINEER pursuant to paragraph 9.9 with respect to any claim, dispute or other matter will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of that claim, dispute or other matter.

### **Limitations on ENGINEER's Responsibilities**

9.11. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.12. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is

intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.13 or 9.14.

9.13. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

## **ARTICLE 10 CHANGES IN THE WORK**

Change Order:

10.1. Without invalidating the Agreement, OWNER may, at any time order additions, deletions or revisions in the Work; these will be authorized by written Change Orders. Upon receipt of a signed Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment may be made as provided in Article 11 or Article 12 of these General Conditions on the basis of a claim made by either party.

Field Order:

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER and CONTRACTOR, who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12 of these General Conditions.

10.3. Additional Work performed without authorization of a written and executed Change Order will not entitle CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.22 and except as provided in paragraphs 10.2 and 13.10.

10.4. OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER or which are required because of emergencies or as provided in Article 7 of these General Conditions or because of any other valid claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER and accepted by the OWNER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be

CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

10.6. CONTRACTOR shall not be entitled to receive damages or additional cost for delay reasonably caused by the OWNER, OWNER'S consultants, agents and employees. In such event, however, CONTRACTOR may be entitled to an extension of the Contract Time.

10.7. Changes in the Work which represent less than twenty-five percent (25%) of the value of the Work shall not be considered to change the scope of the Work provided that the operations and methods required to perform the change are not significantly different from those contemplated by the original Work.

## **ARTICLE 11 CHANGE OF CONTRACT PRICE**

11.1. 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 CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER within fifteen (15) days of the occurrence of the event giving rise to the claim but before the CONTRACTOR has incurred additional expenses except in the case of emergencies, under paragraph 6.22. Notice of the amount of the claim with supporting data and written explanation of the basis for the claim shall be delivered within seven (7) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by OWNER. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. OWNER may grant CONTRACTOR an extension of the Contract Time for resolving a claim for adjustment but in no case shall CONTRACTOR be entitled to damages for delay.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2. By mutual acceptance of a lump sum or unit prices.

11.3.3. On the basis of the Cost of the Work, plus a CONTRACTOR's Fee for supervision, overhead, bond, profit and any other general expenses, fee shall not exceed fifteen percent (15%) of the actual Cost of Work.

**11.3.4.** If the CONTRACTOR subcontracts all or part of the Work and the subcontract is to be paid on the basis of the Cost of Work plus a Fee, the Total Fee for the subcontracted Work and the CONTRACTOR's Fee shall not exceed fifteen percent (15%) of the actual cost of Work, as determined in accordance with paragraphs 11.4 and 11.5, unless otherwise as determined or agreed to by OWNER. The Cost of Work and Fee shall be identified individually in the Change Order back-up provided to the OWNER by the CONTRACTOR, in a format acceptable to the OWNER.

## **Cost of the Work**

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed in writing by OWNER; such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive Bids from Subcontractors acceptable to CONTRACTOR and shall deliver such Bids to OWNER who will then determine which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. The Total Fee for Subcontractor's Fee and CONTRACTOR's Fee combined shall not exceed fifteen percent (15%) of the actual Cost of Work, unless otherwise determined or agreed to by OWNER. Fee includes compensation for supervision, overhead, bond, profit and any other general expenses. All subcontracts shall be subject to the other conditions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the Work to the extent authorized in advance by OWNER.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, traveling, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workmen, which are consumed in the performance of the Work; and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and parts thereof, whether rented by CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work; if rental is not timely ceased, OWNER shall incur no cost beyond that absolutely required for the Work.

11.4.5.4. Sales, use, or similar taxes related to the Work and for which CONTRACTOR is liable, imposed by any governmental authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments, and fees for permits and licenses.

11.4.5.6. Losses, damages and expenses not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for the services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in paragraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payment.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

### **CONTRACTOR's Fee**

11.6. The CONTRACTOR's Fee that is allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. An amount determined by the OWNER to be reasonable.

11.6.2.1. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5.

11.6.3. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5. The Total Fee for Subcontractor's Fee and Contractor's Fee combined shall not exceed fifteen percent (15%) of the actual Cost of Work, unless otherwise determined or agreed to by OWNER. Fee includes compensation for supervision, overhead, bond, profit and any other general expenses

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any change in contract price which results in a net decrease in cost will be the amount of the actual net decrease plus an allowance for overhead and administration. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease.

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in the form prescribed by OWNER an itemized cost breakdown together with supporting data.

## **ARTICLE 12 CHANGE OF THE CONTRACT TIME**

12.1. The Contract Time may only be changed by written approval from the OWNER. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER within seven (7) days of the occurrence of the event giving rise to the claim for contract time extension and shall be accompanied by supporting data unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OWNER.

12.2. The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if CONTRACTOR makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, weather conditions, or acts of God. If the CONTRACTOR has worked less than four (4) hours in a day, and is forced to suspend work due to weather conditions, CONTRACTOR shall receive credit for one (1) day. The CONTRACTOR shall deliver to the OWNER, a written request within seven (7) days of each occurrence, regarding the credit day(s). The OWNER shall make the final determination as to the validity of each request.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The conditions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party; except that CONTRACTOR shall be entitled only to an extension of the Contract Time, and not for other damages, resulting from OWNER's decision to delay the Work either prior to the time for commencement of the Work or during performance of the Work.

## **ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **Warranty and Guarantee**

13.1. CONTRACTOR warrants and guarantees to OWNER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, will be free from faults or defects, and will be in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, equipment and materials whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

### **Tests and Inspections**

13.2. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, CONTRACTOR shall assume full responsibility therefore, shall pay all costs in connection therewith and shall furnish OWNER the required certificates of inspection, testing or approval.

**Quality Assurance Materials Testing (Geotechnical)**

13.3 – 13.7 RESERVED

### **Access to Work**

13.8. ENGINEER and ENGINEER'S representatives and other representatives of OWNER will have access to the Work at reasonable times. CONTRACTOR shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

### **Uncovering Work**

13.9. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and the cover replaced in compliance with the Contract Documents at CONTRACTOR's expense.

13.10. If any Work has been covered which ENGINEER has not specifically requested to observe prior to its being covered or if ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover or otherwise make available for observation, inspection or testing as ENGINEER may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services; and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if CONTRACTOR makes a claim therefor as provided in Articles 11 and 12 of these General Conditions.

### **OWNER May Stop the Work**

13.11. If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, when an imminent hazard condition is known to exist, when the CONTRACTOR either delays in correcting or permits repeated occurrences of a hazardous condition, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, OWNER may order CONTRACTOR to stop the Work or any portion thereof until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. This authority to suspend Work does not relieve the CONTRACTOR of the legal responsibility for safety at the jobsite.

### **Correction or Removal of Defective Work**

13.12. If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly (as determined by ENGINEER), without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed, or completed or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time as determined by ENGINEER, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by

CONTRACTOR and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all Work of others destroyed or damaged by such correction, removal, or replacement of CONTRACTOR's defective Work.

### **One Year Correction Period**

13.13. If, after the approval of final payment and prior to the expiration of one year after the date of FINAL ACCEPTANCE provided by letter by OWNER or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instruction, either correct such defective Work or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected or the rejected Work removed and replaced and all direct and indirect cost of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

### **Acceptance of Defective Work**

13.14. The OWNER may elect to accept defective work instead of requiring correction or removal and replacement of the defective Work. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

### **Neglected Work by CONTRACTOR**

13.15. If CONTRACTOR shall fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven (7) days written notice to CONTRACTOR may, without prejudice to any other remedy OWNER may have, make good any deficiencies and the cost thereof, including compensation for additional professional services, shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

## **ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION**

### **Schedules**

14.1. Prior to commencement of the Work, CONTRACTOR shall submit to OWNER a Project schedule and a final schedule of Shop Drawing submission. The schedule shall be approved in writing by CONTRACTOR's Sureties and shall be satisfactory in form and substance to OWNER.

## **Application for Progress Payment**

14.2. No later than the first day of each month, CONTRACTOR shall submit to OWNER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as OWNER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. **Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.**

## **CONTRACTOR'S Warranty of Title**

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

## **Review of Applications for Progress Payment**

14.4. OWNER will, within seven (7) days after receipt of each Application for Payment, except as submitted the Application for Payment or return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall pay CONTRACTOR the amount recommended by ENGINEER, within twenty-one (21) days of the Application for Payment.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2. Written claims have been made against OWNER in connection with the Work,

14.7.3. The Contract Price has been reduced because of Modifications,

14.7.4. OWNER has been required to correct defective Work,

14.7.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or

14.7.6. Of CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

### **Substantial Completion**

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to OWNER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and acceptance. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### **Partial Utilization**

14.10. Use by OWNER of any completed portion of the Work may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially

complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Prior to the OWNER using that portion of work, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final acceptance and payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work, which shall become binding upon OWNER and CONTRACTOR at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work unless OWNER and CONTRACTOR shall have otherwise agreed in writing and so informed ENGINEER. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

### **Final Inspection**

14.11. Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

### **Final Application for Payment**

14.12. After CONTRACTOR has completed all deficiency corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, warranty assignments, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.15), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents (to include all Project Close Out Documents as defined in Article

1 of these General Conditions), and such other data and schedules as ENGINEER may reasonably require. CONTRACTOR shall also furnish an affidavit of CONTRACTOR to the effect that the labor, services, material and equipment charges have been satisfied in full; and that all payrolls, material and equipment bills, and other indebtedness connected with the Work have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

### **Final Payment and Acceptance**

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection and ENGINEER's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents--ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of CONTRACTOR's obligations under the Contract Documents (to include all Project Close Out Documents as defined in Article 1 of these General Conditions), ENGINEER will, within seven (7) days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are satisfactory and complete in form and substance, OWNER shall, within twenty-one (21) days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

### **CONTRACTOR's Continuing Obligation**

14.14. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the existence of an unresolved claim, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

### **Waiver of Claims**

14.15. The making and acceptance of final payment shall constitute:

14.15.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from defective Work appearing after final inspection pursuant to paragraph 14.11 or from any failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

## **ARTICLE 15 SUSPENSION OF WORK AND TERMINATION**

### **OWNER May Suspend Work**

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed unless CONTRACTOR and OWNER agree otherwise. CONTRACTOR will be allowed an extension of the Contract Time directly attributable to any suspension if CONTRACTOR makes a claim therefor as provided in Article 12 of these General Conditions, but shall not be entitled to an increase in the Contract Price or to any sums in damages.

### **OWNER May Terminate**

15.2. If CONTRACTOR is adjudged bankrupt or insolvent; makes a general assignment for the benefit of creditors; or if a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property; or if CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment; disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; disregards the authority of ENGINEER; or violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and CONTRACTOR's Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and make demand upon CONTRACTOR's Surety to finish the Work. If Surety fails to make satisfactory arrangements within twenty-one days for completion of the Work, OWNER may finish the Work by whatever means it may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by OWNER and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. If the OWNER, which is a public entity, makes a good faith determination that such action is in the best interests of the entity, OWNER may terminate the Work or the Project upon seven days' written notice to CONTRACTOR for any reason which is within the legitimate purview of OWNER.

If OWNER terminates the Work under this provision, CONTRACTOR shall be entitled to payment for all portions of the Work completed and materials on hand at the date of termination and for expenses reasonably resulting from termination.

15.4.1. If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the OWNER, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this Contract does contain a clause providing for termination for convenience of the OWNER, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly.

### **CONTRACTOR May Stop Work or Terminate**

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or if ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or if OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty (30) days of its approval and presentation, then CONTRACTOR may, upon seven (7) days written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may, upon seven (7) days notice to OWNER, stop the Work until payment is made.

### **ARTICLE 16 FORMAL DISPUTE**

16.1. Prior to seeking judicial relief in a court of law, and in addition and prior to arbitration, the interested parties shall endeavor to settle disputes by mediation under the requirements of Sections 13-4C-1 through 13-4C-11 NMSA 1978. Mediation shall commence within the time limits stipulated in the Act. Such time limits shall then be extended for arbitration by ten days (Chapter 63, Laws of 1992.)

16.2. All persons or entities whose interests or responsibilities in the dispute are substantial may be joined, and claims and disputes may be consolidated, in accordance with the law.

16.3. CONTRACTOR will carry on the Work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed by CONTRACTOR and OWNER in writing.

### **ARTICLE 17 MISCELLANEOUS**

#### **Giving Notice**

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given on the date delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or three days after sent by certified mail, postage prepaid and return receipt requested, to the last business address known to the person who gives the notice.

## **Computation of Time**

17.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to include the first and the last day of such period.

## **General**

17.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4. All Specifications, Drawings and copies thereof furnished by OWNER shall remain the property of OWNER. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned on request upon completion of the Project.

17.5. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon CONTRACTOR by paragraphs 6.29, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER there-under shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

17.6. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other or of any of the other's employees or agents or others for whose acts the non-injured party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.7. The Contract Documents shall be governed by the laws of the State of New Mexico.

## **Minimum Wages**

17.8. The CONTRACTOR and any Subcontractor performing Work under this Contract shall comply fully with the "Public Works Minimum Wage Act", Section 13-4-11 through 13-4-17 NMSA 1978 (1988 Repl.), and all amendments thereto, which provides in part that "the CONTRACTOR shall pay all mechanics and laborers employed on the site of the project unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications."

The minimum hourly rate of wage which may be paid to workmen in each trade or occupation required for the Work under the Contract employed in the performance of the Contract either by the CONTRACTOR or Subcontractor or by other persons doing or contracting to do the whole or part of the Work contemplated by the Contract shall be as set forth in the schedule of Minimum Wage Rates appearing in the State Wage Rates, and the workmen employed in the performance of the Contract shall be paid not less than the applicable specified minimum hourly rate of wage as such is set forth in said schedule.

The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work; and it is further provided that there may be withheld

from the CONTRACTOR so much of accrued payments as may be considered necessary by the OWNER to pay to laborers and mechanics employed by the CONTRACTOR or Subcontractor on the Work, the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the Work and the rates of wages received by such laborers and mechanics and not refunded to the CONTRACTOR, Subcontractors, or their agents.

The attention of the CONTRACTOR and any Subcontractor performing work under this Contract is directed to Section 13-4-12 NMSA 1978 (1988 Repl.) which reads in part, as follows:

"A. As used in Section 13-4-11 NMSA 1978, 'wages', 'scale of wages', 'wage rates', 'minimum wages', and 'prevailing wages' include:

- (1) The basic hourly rate of pay, and
- (2) The amount of:
  - (a) The rate of contribution irrevocably made by a CONTRACTOR or Subcontractor to a trustee or a third person pursuant to a fund, plan, or program; and
  - (b) The rate of costs to a CONTRACTOR or Subcontractor which reasonably may be anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected for: 1) medical or hospital care, 2) pensions on retirement or death, 3) compensation for injuries or illness resulting from occupational activity, or 4) insurance to provide for any of the foregoing, and for 5) employment benefits, 6) life insurance, 7) disability and sickness insurance, 8) accident insurance, 9) vacation and holiday pay, 10) costs of apprenticeship or other similar programs, or for 11) other bona fide fringe benefits, but only where the CONTRACTOR or Subcontractor is not required by other federal, state, or local law to provide any of the foregoing or similar benefits."

However, the obligation of a CONTRACTOR or Subcontractor to make payment in accordance with the prevailing wage determinations of the State Labor Commissioner [Director of the Labor and Industrial Division of the Department of Labor], insofar as Section 13-4-11 NMSA 1978, or other sections or legislative acts incorporating Section 13-4-11 NMSA 1978 are concerned may be discharged by:

- (1) The making of payments in cash;
- (2) The making of contributions of a type referred to in (2a) above; or
- (3) The assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in (2b) above or any combination thereof, where the aggregate of any payments or contributions and costs therefor is not less than the rate of pay described in Section 13-4-11 NMSA 1978, plus the amount referred to in this section."

In the event it is found by the State Labor Commissioner that any laborer or mechanic employed by the CONTRACTOR or Subcontractor on the site of the Project covered by the Contract has been or is being paid as a result of a willful violation of a rate of wages less than the rate of wages required by the Contract, the OWNER may, by written notice to the CONTRACTOR and CONTRACTOR's Subcontractor, if the violation involves the Subcontractor, terminate their right to proceed with the work or such part of the Work as to which there has been a willful failure to pay the required wages; and the OWNER may prosecute the Work to completion by Contract or otherwise, and the CONTRACTOR and CONTRACTOR's sureties shall be liable to the State of New Mexico for any excess costs occasioned thereby. Any party receiving notice of termination of a contract or subcontract under the provisions of this section may appeal the finding of the State Labor Commissioner as provided in the Public Works Minimum Wage Act.

There is no representation on the part of the OWNER that labor can be obtained at the hourly rates shown in the General Conditions. It is the responsibility of BIDDERS to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of the payment of wage rates in excess of those listed. The CONTRACTOR and any Subcontractor performing work under this Contract shall submit one certified copy of weekly payrolls to the State Labor and Industrial Commission not later than five working days after close of any payroll period that occurs during the month of June. One certified copy of all payrolls shall be submitted to the ENGINEER not later than five (5) working days after the close of any payroll. The scale of wages must be posted by the CONTRACTOR at the project site. The weekly payrolls shall conform to the following:

- (1) Form and Content: Any particular form may be used for CONTRACTOR or Subcontractor payrolls, provided all payrolls contain the following information:
  - (a) The employee's full name, address, and social security number.
    - (i) The employee's full name and social security number need only appear on the first payroll on which employee's name appears.
    - (ii) The employee's address need be shown only on the first submitted payroll on which employee's name appears, unless a change of address necessitates an additional submittal to reflect the new address.
  - (b) The employee's classification (or classifications).
  - (c) The employee's hourly wage rate (or rates); and, where applicable, employee's overtime hourly wage rate (or rates).
  - (d) The daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  - (e) The itemized deductions made.
  - (f) The net wages paid.

- (2) Numbering Payrolls: All payrolls shall be numbered starting with number one (1) for the first payroll at the beginning of the job and continuing in numerical order until the job is completed.
- (3) Certification of Payrolls: The CONTRACTOR and each Subcontractor shall submit a weekly statement of compliance in the following form:

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than deductions permitted by law.

2. That any payrolls under this Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work employee performed.

3. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor.

17.8.1. Minimum Wages (Federal) - In the event that any work under this Contract involved Federal Funds, then the prevailing area Wage Rate Decision listed by the U.S. Department of Labor shall be made a part of this Contract. Whenever a conflict exists between the State and Federal Minimum Hourly Wage Rates, the higher of the conflicting wages rates shall govern.

**Archaeological Salvage and Reports**

17.9. Where objects of historical, archaeological, and paleontological value, including ruins, sites, buildings, artifacts, fossils and other objects of antiquity are encountered within the areas on which the CONTRACTOR's operations are performed, the CONTRACTOR shall postpone operations in the area, shall preserve such objects from disturbance or damage, and shall immediately notify the ENGINEER of their existence and location.

Upon receipt of such notification, the ENGINEER will arrange for the disposition of the objects or for the recording of data relative thereto and will notify the CONTRACTOR when it is proper to proceed with the Work in the affected area. In this regard, the ENGINEER may consult the Museum of New Mexico or other appropriate agency as to the nature and disposition of such objects. If the CONTRACTOR is directed by the ENGINEER to perform any Work in salvaging

said objects, the CONTRACTOR shall do so in accordance with the "Changes in the Work" provision of Article 10.

### **Measurement**

17.10. Measurement of Quantities for Unit Price Work: Unless otherwise specified, linear or area quantities of Work, such as grading, landscaping, paving, curb, gutter, sidewalk, drive apron, and other Work of a similar nature, shall be determined from measurements or dimensions of such Work and computed in horizontal planes. However, linear quantities of underground cable, fencing, piling, and timber shall be considered as being the true length measured along the longitudinal axis thereof. For pipe Work see related technical specifications; but if the method of measurement for pipe Work is not stated therein, it shall be measured along the longitudinal axis of the pipe in place from center of fitting to center of fitting. A station, when used as a definition or term of measurement, will be one hundred (100) linear feet.

### **Method of Measurement**

17.11. Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular articles herein covering materials or types of Work.

When material is to be paid for on a volume basis and it would be impracticable to determine a volume by the specified method of measurement or when requested by the CONTRACTOR and approved by the ENGINEER, the material will be weighed in accordance with the requirements specified for weight measurement and such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the ENGINEER. Unless otherwise provided, when mineral aggregate or roadway material is being paid for by weight, deductions from pay quantities will be made for the weight of water in excess of three percent (3%) if the material is to be treated with bitumen and six percent (6%) if the material is to be water bound.

### **Units of Measurement**

17.12. Measurements shall be in accordance with U.S. Standard Measures. A pound shall be avoirdupois. A ton shall be two thousand (2,000) pounds. The unit of liquid measure shall be the U.S. gallon.

### **Certified Weights**

17.13. All materials to be paid for at a Contract unit price per ton shall be weighed on platform scales furnished by the CONTRACTOR or the supplier of the material at the CONTRACTOR's expense, or such materials may be weighed on certified public scales at the CONTRACTOR's expense. All scales shall be of adequate size to permit the entire vehicle to rest on the scale platform while being weighed. Scales furnished by the CONTRACTOR shall be installed on beams, piers, or foundations of sufficient strength and bearing to prevent the weighing mechanism supporting the scale platform from settling. The weighing facilities shall include a weatherproof scale house with a minimum floor area of thirty-two (32) square feet and equipped with adequate heat and light.

## **ARTICLE 18 UTILITIES**

### **Policy on the proximity of water and sewer lines**

18.1. Whenever possible, it is desirable to lay parallel water and sewer lines at least ten (10) feet apart horizontally, and the water line should be a higher elevation than the sewer. If this is not possible, separate trenches will be required in all cases (this shall be effective even though one line has been installed prior to the other), and the water line shall be at least two (2) feet above the sewer. When water and sewer lines cross each other, the water line shall be at least three (3) feet above the sewer; otherwise the sewer shall be of cast iron pipe, or equivalent, for ten (10) feet on each side of the water line.

18.2. Existing House Sewer Lateral or Water Service Connections, and Replacement of Mains.

18.2.1. Where house service line connections to existing sewer mains and water mains are encountered, the CONTRACTOR shall insure that the service line will not be disturbed or damaged. Should any service line connection be broken during the construction of the new line, it shall be replaced by the CONTRACTOR with new pipe, appropriate for the application, as determined by the ENGINEER. No extra compensation will be allowed the CONTRACTOR for this item.

18.2.2. Where the horizontal alignment of the new sanitary sewer line coincides with the alignment of an existing sanitary sewer line and the grade of the new line is approximately at the same grade as the existing line or lower, then the existing line shall be removed or dealt with as ordered by the ENGINEER. The cost of this work when applicable shall be paid for under the appropriate item in the Bid Proposal. The ENGINEER shall determine if it is necessary to pump sewage around the replacement work, or if it is possible to temporarily plug the sewer line during the replacement operation. In the case of by-pass pumping, it will be paid for as indicated in the Bid Proposal.

18.3. Operation of the Existing Water System

18.3.1 All shutoffs shall be done by the OWNER. The CONTRACTOR shall notify the OWNER forty-eight (48) hours prior to the date of required shutoff. The OWNER shall make a "trial shutoff" of the system within the project limits prior to issuance of Notice to Proceed, in order to preclude delay of emergency and required shutoffs. If valves cannot be located or are not in operating condition, the OWNER shall notify the CONTRACTOR as soon as possible. The OWNER's personnel will locate the valves, make the necessary repairs, or determine an alternate method of making the shutoff.

18.3.2. The CONTRACTOR shall notify each household, office or other affected water user that a shutoff will be made, giving full details by personal contact if possible or by leaving a door knob hanger notification. CONTRACTOR shall also notify the media, i.e. radio stations and newspaper, the City Water Shop, (575) 439-4244, and the ENGINEER giving full details of the date, time and location of the shutoff. Notifications shall be given at least twenty-four (24) hours in advance of a shutoff.

18.3.3. The CONTRACTOR shall notify the Fire Department when fire hydrants are taken out of service and returned to service.

18.3.4. The OWNER shall be responsible for the actual operation of the valves.

18.3.5. EMERGENCY BREAKS: The Water Division, (575) 439-4244, shall be notified immediately so that it may perform the shutoff.

#### 18.4. Protection and Restoration of Property

18.4.1. The CONTRACTOR shall never unnecessarily interfere with or interrupt the services of any public utility having property within or adjacent to the streets, alleys and easements involved in the Work and shall take all necessary precaution and effort to locate and protect all underground conduit, cables, pipes, water mains, sewers, structures, gas lines, trees, monuments, power lines, telephone and telegraph lines, traffic control devices and other structures, both below and above ground. CONTRACTOR shall give all Public Utility Companies a reasonable notice in writing, but in no event less than forty-eight (48) hours, for any work that CONTRACTOR contemplates which would interfere in any way whatsoever with the service of any existing public utility and City-owned facilities. If such public utility does not cooperate for the protection of its services, the CONTRACTOR shall notify the ENGINEER. Utility lines shall be located by the CONTRACTOR far enough in advance of construction work in order that the owner of such lines may raise, lower, realign or remove lines and structures, if necessary, and in order that the ENGINEER may make any line and grade changes necessary should the existing utility lines conflict with the Work under construction providing such adjustments do not materially affect the Work. The CONTRACTOR shall immediately report any damages to property or plant of public utility companies and City property to the company or owner involved, and to the ENGINEER.

18.4.2. The CONTRACTOR shall restore at CONTRACTOR's own expense any public, City-owned, or private property damage for which CONTRACTOR is directly or indirectly responsible to a condition equal to that existing before damage. The CONTRACTOR shall promptly notify CONTRACTOR's insurance carrier of the alleged damage, and if CONTRACTOR refuses to do so upon notice or if CONTRACTOR otherwise fails to make a restoration for which CONTRACTOR is responsible, the OWNER may cause such restoration and deduct cost from monies due, or which may become due, the CONTRACTOR.

18.4.3. The CONTRACTOR shall not remove, realign, or adjust any official City traffic control device. CONTRACTOR shall give the ENGINEER forty-eight (48) hours notice of any official City traffic control devices that need to be moved. The OWNER shall move all traffic control devices as soon as practical thereafter.

#### 18.5. Abandoned Utilities

18.5.1. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities which are shown on the drawings as "abandoned" or "to be abandoned in place" and which interfere with the construction of the project. All abandoned water mains shown on the drawings as "abandoned" or "abandoned in

place" or found during construction shall be removed or capped at a minimum, unless otherwise specified. All costs involved in said removals shall be included in the prices Bid for the various items of Work. All such abandoned utilities removed by the CONTRACTOR shall be stored on the site where directed and shall remain the property of the OWNER utility company or contracting agency as determined by the ENGINEER.

18.5.2. Where utilities are shown on the drawings as "abandoned" or "to be abandoned in place," it shall be the CONTRACTOR's responsibility to contact the utility company involved within forty-eight (48) hours prior to excavating around such utilities to ascertain that the abandonment of the utility has been completed.

#### 18.6. Location of Existing Utilities

18.6.1. The public utilities shall be responsible to locate their utilities and provide information stating the horizontal and vertical alignments of same. If field verification excavations are required, the public utility will provide same in a timely manner.

18.6.2. Utilities which upon exploration are found to interfere with the permanent project Work, or which are within the trenching prism as defined by OSHA, will be relocated, altered or reconstructed by others or the ENGINEER may order changes in location, line or grade of structures being built in order to avoid the utilities. The cost of such changes will be paid for under applicable Bid Items.

#### 18.7. Unknown Utilities Disclosed by the CONTRACTOR or by Others During the Contract Work.

18.7.1. In the event that a utility is disclosed subsequent to the award of the Contract, such utility not being indicated on the drawings, or in the event that an existing utility is found to be in a materially different location than shown on the drawings and thus requires additional work on the part of the CONTRACTOR for its maintenance, relocation or support, the necessary alteration, relocation, proper support and protection shall be done and paid for as follows:

When said utility is found to occupy the space within the trenching prism as defined by OSHA, or the permanent works to be constructed, it shall be relocated or the CONTRACTOR shall be paid extra for its support.

#### 18.8. Responsibility of the CONTRACTOR

18.8.1. The CONTRACTOR shall be responsible for all costs for the repair of any and all damage to the Contract Work or to any utility (which is previously known and disclosed to CONTRACTOR by the utility) as may be caused by CONTRACTOR's operations. Utilities which are relocated by others in order to avoid interference with structures and which cross the project Work shall be maintained in their relocated positions by the CONTRACTOR. All costs for such work shall be absorbed or included in the prices bid for the various items of Work.

## 18.9. Delays Caused by Failure to Relocate Utilities

18.9.1. Where parties other than the CONTRACTOR are responsible for the relocation of utilities and a delay in the CONTRACTOR's Work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay, or by any action or lack of action on the part of the Contracting Agency, the CONTRACTOR shall be entitled to an extension of the Contract Time as determined by the ENGINEER.

18.9.2. In order to minimize delays to the CONTRACTOR caused by the failure of other parties to relocate utilities which interfere with structures, the CONTRACTOR may upon request to the ENGINEER, be permitted to temporarily omit the portion of the Work affected by the utility. The portion thus omitted shall be constructed by the CONTRACTOR immediately following the relocation of the utility involved. The CONTRACTOR shall be paid mobilization and demobilization to construct the omitted portion.

## ARTICLE 19 TRAFFIC CONTROL

19.1. CONTRACTOR shall perform all signing, barricading and channelization required for the project in accordance with current edition of the Manual on Uniform Traffic Control Devices, latest edition. All signs, barricades and channelizing devices used at night shall be reflectorized with retroreflective sheeting (both orange and white). All advance warning signs used at night shall be equipped with flashing warning lights; all channelizing devices used at night shall be equipped with steady burning warning lights.

19.2. Traffic control to be used on the Project shall be pre-approved by the OWNER.

## ARTICLE 20 DIGITAL VIDEO RECORDING

20.1 Prior to initiating construction operations, CONTRACTOR, shall perform digital video recording of the entire project, its full length and width. The CONTRACTOR, shall also include or add as necessary, any areas to be disturbed for material storage, employee parking or equipment storage.

The video documentation shall be completed in digital format; it shall be a minimum resolution of 1920 x 1080 pixels, at 60 fps (frame per second) and in color. The video documentation shall be performed between 10:00 a.m. and 2:00 p.m. during periods of full sun exposure. The actual date of recording shall be date-stamped within each frame of the video. Approval of the video must be obtained from the ENGINEER prior to the commencement of any clearing and grubbing operations.

A DVD copy of the video recording shall be submitted to the ENGINEER, in the format compatible with standard DVD players.

All cost associated with the video recording specified in this article shall be considered incidental to other related items of work and no separate payment will be made unless specifically indicated elsewhere in the Special Provisions.

# **OTERO GREENTREE REGIONAL LANDFILL**

## **FINAL CLOSURE ACTIVITIES**

**ALAMOGORDO, NEW MEXICO**

### **CONSTRUCTION QUALITY ASSURANCE / QUALITY CONTROL PLAN**

PREPARED FOR:

THE CITY OF ALAMOGORDO  
OTERO GREENTREE REGIONAL LANDFILL

PREPARED BY:

SOUDER, MILLER & ASSOCIATES



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**TABLE OF CONTENTS**

- 1.0 INTRODUCTION..... 1
  - 1.1 DOCUMENT PURPOSE..... 1
  - 1.2 DOCUMENT USERS..... 2
  - 1.3 CONCEPTS OF CONSTRUCTION QUALITY CONTROL/ASSURANCE ..... 2
  - 1.4 SCOPE OF QUALITY CONTROL AND QUALITY ASSURANCE..... 2
  - 1.5 REFERENCES ..... 2
- 2.0 CQAP MANAGEMENT ..... 3
  - 2.1 SUPERVISING AUTHORITY/CONTRACT OWNER ..... 3
  - 2.2 GENERAL CONTRACTOR..... 4
    - 2.2.1 Responsibilities ..... 4
    - 2.2.2 Qualifications ..... 4
  - 2.3 CONTRACTOR’S REPRESENTATIVE ..... 4
    - 2.3.1 Responsibilities ..... 4
    - 2.3.2 Qualifications ..... 4
  - 2.4 CQAP CERTIFYING ENGINEER ..... 5
    - 2.4.1 Responsibilities ..... 5
    - 2.4.2 Qualifications ..... 5
  - 2.5 CQAP MANAGER/RESIDENT PROJECT REPRESENTATIVE (RPR)..... 5
    - 2.5.1 Responsibilities ..... 5
    - 2.5.2 Qualifications ..... 6
  - 2.6 CONSTRUCTION QUALITY ASSURANCE MONITORS ..... 7
    - 2.6.1 Responsibilities ..... 7
    - 2.6.2 Qualifications ..... 8
  - 2.7 QUALITY ASSURANCE LABORATORY (QAL) ..... 8
    - 2.7.1 Responsibilities ..... 8
    - 2.7.2 Qualifications ..... 8
  - 2.8 PERMITTING AGENCY..... 8
  - 2.9 COMMUNICATIONS BETWEEN PARTIES ..... 8
    - 2.9.1 Lines of Communication ..... 9
    - 2.9.2 Pre-Construction Meeting ..... 9
    - 2.9.3 Progress Meetings..... 9
- 3.0 INSPECTION ACTIVITIES .....10

3.1	SCOPE OF INSPECTION ACTIVITIES .....	10
3.2	SCOPE OF INSPECTION ACTIVITIES .....	10
3.2.1	Pre-Construction Inspection.....	10
3.2.2	General Inspections.....	11
3.2.3	Final Inspections .....	11
3.3	TESTING .....	11
4.0	FINAL COVER SYSTEM CONSTRUCTION QUALITY ASSURANCE.....	12
4.1	TEST PAD CONSTRUCTION.....	12
4.1.1	Purpose and Scope .....	12
4.1.2	Test Pad Construction.....	12
4.1.3	Monitoring and Testing .....	13
4.1.4	Test Pad Interpretation.....	13
4.2.1	Erosion Control.....	14
4.2.2	Monitoring and Testing .....	15
6.3	CQA Surveying .....	16
7.0	DOCUMENTATION AND CERTIFICATION.....	17
7.1	DOCUMENTATION .....	17
7.2	REPORTING .....	17
7.3	RECORD DRAWINGS .....	17
7.4	CERTIFICATION .....	18

## **APPENDICES**

Appendix A: Material Properties and Final Cover Testing

## 1.0 INTRODUCTION

This Construction Quality Assurance Plan (CQAP), in accordance with New Mexico Environment Department (NMED) Testing and Quality Control for Final Covers, is provided to supplement the project specifications. New Mexico Administrative Code (NMAC) 20.9.4.14 requires that a site-specific CQAP be submitted and approved by the NMED prior to commencement of any construction activities. Adherence to the procedures and policies of this CQAP will ensure that the completed work will have been constructed to meet or exceed all design criteria plans and specifications. Additionally, as per 20.9.3.21.A NMAC, at least 14 days prior to the start of solid waste facility construction, the owner or operator shall provide the NMED with a major milestone schedule for construction activities.

### 1.1 DOCUMENT PURPOSE

This CQAP is for construction activities at the Otero-Greentree Regional Landfill as contracted by the City of Alamogordo (Owner). The Plan objective is to ensure that construction requirements are properly implemented and that the design and performance standards are achieved. The components of the construction that will require some form of inspection or testing as described by the CQAP are as follows:

- Top of Waste Grading
- Soil Infiltration Layer
- Storm water Control Structures

This plan includes four elements. These are:

- a. Responsibility and Authority
- b. Personnel Qualifications
- c. Inspection Activities
- d. Documentation

This CQAP provides guidance and requirements to determine that:

- a. Critical materials specified in the contract documents are supplied and installed in accordance with the source, design, and performance criteria in order to meet the overall intent of the construction.
- b. CQAP reports, samples, and test results are substantiated and maintained as proof to the quality of construction in accordance with the approved design criteria for each site.
- c. Each party involved has a clear understanding of what is required for each component of the construction therefore decreasing the possibility for confusion over the minimum acceptable requirements during construction.

## **1.2 DOCUMENT USERS**

Use of this document will be required of the following companies and agencies participating in the construction.

- New Mexico Environment Department Solid Waste Bureau
- Owner
- Consulting Engineer
- Construction Quality Assurance Personnel
- General Contractor & Subcontractors
- Approved Testing Laboratories

Any other subcontractor, subconsultant, or laboratory that eventually becomes a participant in the project will also be required to implement the provisions of this document.

## **1.3 CONCEPTS OF CONSTRUCTION QUALITY CONTROL/ASSURANCE**

The management of construction quality is the responsibility of the Engineer. This function involves the use of appropriate scientific and engineering principles and practices to confirm that the specific landfill components have been constructed to meet or exceed the intent of the design criteria, plans, and specifications. To accomplish this, construction quality control activities will be performed by the Supervising Contractor and provided to the CQAP Certifying Engineer for approval and incorporation into a final construction completion report. Construction quality control is a planned system of inspections that is used to directly monitor and control the quality of the construction process. The construction quality assurance will be performed by the Construction Quality Assurance Personnel. Therefore, the quality assurance will be performed independently of the parties engaged in direct construction activities. Quality assurance will include the inspections, verifications, audits, and evaluations of materials and workmanship detailed in this plan, necessary to determine and document the quality of construction for the facility.

## **1.4 SCOPE OF QUALITY CONTROL AND QUALITY ASSURANCE**

The scope of this CQAP includes full-time quality assurance of the construction activities.

This CQAP does not address design guidelines, installation specifications, or selection of materials. These items are addressed in the overall closure and post closure care and monitoring plan and/or design documents.

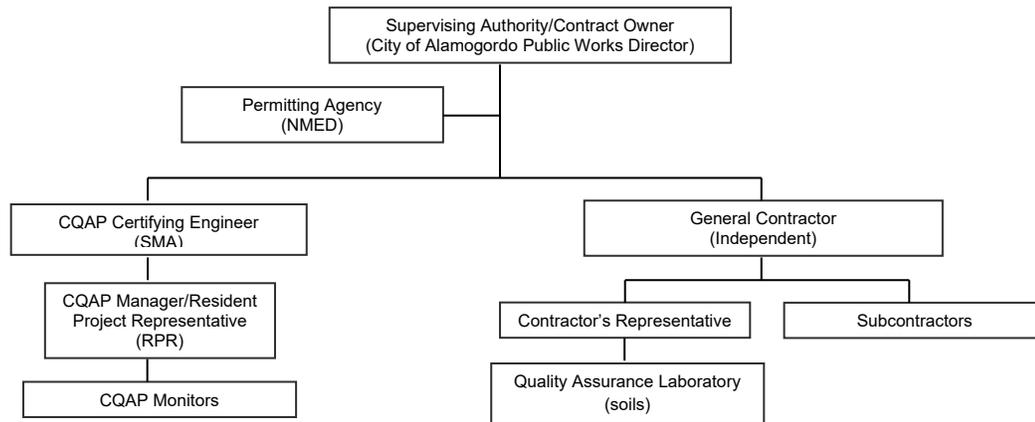
## **1.5 REFERENCES**

The CQAP includes references to test procedures of the American Society for Testing and Materials (ASTM). Recognizing the changing nature of the above standards, this CQAP is subject to periodic revision until its full implementation.

## 2.0 CQAP MANAGEMENT

The parties discussed in this section are associated with the design, transportation, execution, and quality assurance of the construction activities at the Otero Greentree Regional Landfill. The definitions, qualifications, and responsibilities of these parties are outlined in the following subsections. Figure 2-1 provides an organizational layout of the parties.

**Figure 2-1**  
Organizational Chart  
Construction Activities  
Otero Regional Landfill  
Otero County, New Mexico



All CQAP personnel will be employed by an organization that operates independently of the Supervising Authority/Contract Owner and General Contractor. However, the Owner may be involved in CQAP activities under the direct supervision of the CQAP Certifying Engineer and/or CQAP Manager. The CQAP Manager/Resident Project Representative (RPR) and the CQAP Monitors can be held by same individual given project size and complexity.

### 2.1 SUPERVISING AUTHORITY/CONTRACT OWNER

The Owner is the Supervising Authority/Contract Owner for the design, construction and final closure of the landfill facility. This responsibility includes complying with the requirements of the permitting agency, New Mexico Environment Department (NMED), and reviewing the submitted CQAP documentation to ensure that the landfill improvements were constructed as specified in the design. The Owner has the authority to select and dismiss organizations charged with design, CQAP, and construction activities. Owner also has the authority to accept or reject design plans and specifications, CQAP, reports and recommendations of the CQAP Manager/Resident Project Representative (RPR), and the materials and workmanship of the General Contractor (when not acting as the General Contractor).

## **2.2 GENERAL CONTRACTOR**

### **2.2.1 Responsibilities**

The General Contractor is the principal contractor retained by Owner to perform the construction activities, unless the Owner self-performs the construction. In this event, the Owner will take on the responsibilities of the General Contractor during CQAP activities. The General Contractor is responsible for scheduling and coordination of the required work with subcontractors (as necessary) to complete the project. The General Contractor shall provide a representative at all times during any construction activity onsite. The General Contractor is responsible for furnishing as-built drawings and a copy of complete documentation for the construction. The General Contractor is also responsible for updating all design drawings onsite daily for all deviations from the contract drawings. All deviations must be initialed and approved by the responsible CQAP Manager/RPR onsite.

### **2.2.2 Qualifications**

The General Contractor shall be qualified to perform all aspects of work required to successfully construct the project. The General Contractor shall be licensed in the State of New Mexico and shall demonstrate prior related experience. If the Owner self-performs the construction, it shall be exempt from these qualifications.

## **2.3 CONTRACTOR'S REPRESENTATIVE**

### **2.3.1 Responsibilities**

The Contractor's Representative is responsible for coordinating and supervising his crew and subcontractors' work onsite. In the event that the Owner self-performs the construction efforts, the Owner will take on the responsibilities of the Contractor's Representative. The Contractor's Representative is responsible for making sure that the construction activities are conducted in accordance with the plans and specifications. The Contractor's Representative is responsible for properly labeling, packaging and shipping all of the laboratory test samples. The Contractor's Representative is responsible for pointing out to the CQAP Manager/RPR any discrepancies between the plans and specifications and the field conditions. The Contractor's Representative is responsible for attending all meetings held related to the project. The Contractor's Representative is responsible for keeping a log of all construction activities onsite. The Contractor's Representative is responsible for proposing alternative methods, where necessary, to the CQAP Manager/RPR for approval and signature as required per the specifications.

### **2.3.2 Qualifications**

The Contractor's Representative shall be a qualified individual who is able to perform all the tasks associated with the construction activities. The Contractor's Representative shall demonstrate prior and similar experience to the CQAP Manager/RPR. The Contractor's Representative shall have the authority to direct and instruct his crew and his subcontractors (as necessary).

## **2.4 CQAP CERTIFYING ENGINEER**

### **2.4.1 Responsibilities**

The CQAP Certifying Engineer is responsible for all CQAP activities being performed during construction. The CQAP Certifying Engineer may have also performed the engineering design and preparing the associated drawings and specifications for the construction activities, however, this role may be performed by others. The CQAP Certifying Engineer is responsible for approving all design and specification changes and making design clarifications necessitated during the construction activities. The CQAP Certifying Engineer is responsible for reviewing and approving shop drawings submitted by the General Contractor, as required by the contract documents. The CQAP Certification Engineer is also responsible for submitting the final record drawings and certification report to the Supervising Authority/Contract Owner and the NMED. The CQAP Certifying Engineer will be employed by an organization that operates independently of the Supervising Authority/Contract Owner and General Contractor. CQAP Certifying Engineer is responsible for checking of field and laboratory methods and results for accuracy, maintaining test data for future reporting, acceptance and approval of materials and workmanship, education of inspection personnel in CQA requirements and procedures, and assuring that the project is constructed according to the NMED approved plans and specifications.

### **2.4.2 Qualifications**

The CQAP Certifying Engineer shall be licensed by the New Mexico State Board of Licensure for Professional Engineers and Surveyors. The CQAP Certifying Engineer shall be familiar with all applicable regulatory requirements.

## **2.5 CQAP MANAGER/RESIDENT PROJECT REPRESENTATIVE (RPR)**

### **2.5.1 Responsibilities**

The CQAP Manager/RPR is responsible for observing and documenting activities related to the construction on behalf of the Supervising Authority/Contract Owner. In the scope of this document, the term CQAP Manager/RPR applies to a qualified individual(s) assigned by the CQAP Certifying Engineer to oversee construction activities.

The specific duties of the CQAP Manager/RPR personnel are as follows:

- a. Develop a site-specific addendum for the quality assurance plan (if necessary) with the assistance of the CQAP Certifying Engineer.
- b. Review all Manufacturer and Installer certifications and documentation and make appropriate recommendations, as required by the contract documents.
- c. Review installer personnel qualifications for conformance with those qualifications pre-approved for work onsite.
- d. Review design criteria, plans and specifications for clarity and completeness, so that the CQAP can be implemented.

- e. Prepare a summary of the quantities of materials installed and tested.
- f. Prepare summaries of the cover-system quality assurance activities.
- g. Oversee the marking, packaging, and shipping of all laboratory test samples.
- h. Review the result of laboratory testing and makes appropriate recommendations to CQAP Certifying Engineer.
- i. Report any unapproved deviations from the CQAP to the CQAP Certifying Engineer.
- j. Prepare the final certification report.
- k. Monitor the following operations for all cover system material:
  - 1. Material delivery
  - 2. Unloading and onsite transport and storage
  - 3. Sampling for conformance testing
  - 4. Deployment operations and documentation
  - 5. Visual inspection by walkover
  - 6. Repair operations
- l. Document any onsite activities that could result in damage to the cover system. Any problems noted shall be reported as soon as possible to the CQAP Certifying Engineer.
- m. Identification of work to the CQAP Certifying Engineer that the CQAP Manager/RPR believes should be accepted, rejected or uncovered for observation, or that may require special testing, inspection, or approval.
- n. Rejection of defective work and verification that corrective measures are implemented.
- o. Reviewing design criteria, plans, and specifications for clarity and completeness so that the CQAP can be implemented.
- p. Educating CQAP inspection personnel on CQAP requirements and procedures, as necessary.
- q. Scheduling and coordinating CQAP inspection activities.
- r. Provide copies of any logs, summary reports, or other documentation requested by the CQAP Certifying Engineer.

### **2.5.2 Qualifications**

The CQAP Manager/RPR should possess formal training, be qualified by experience (specified in project specifications) and have an in-depth familiarity with the project and knowledge regarding all aspects of landfill construction.

## 2.6 CONSTRUCTION QUALITY ASSURANCE MONITORS

### 2.6.1 Responsibilities

The term “CQAP Monitor” applies to any qualified individuals working under the CQAP Manager/RPR to implement the CQAP, as deemed appropriate based upon the burden of inspection, sampling, and documentation necessary during construction activities. The overall responsibility of CQAP Monitors is to perform the activities specified in this plan (e.g., inspection, sampling, documentation). CQAP Monitors will observe all critical components of the final cover, stormwater control system, top of waste grading, soil infiltration layer, topsoil, and seeding.

The specific responsibilities and authority of each of these individuals, as amended by the CQAP Manager/RPR, are defined as follows:

- a. Reviews all design drawings and specifications.
- b. Reviews other site-specific documentation, including proposed layouts and manufacturer and installer literature.
- c. Reviews all changes to design drawings and specifications as issued by the CQAP Certifying Engineer.
- d. Acts as an onsite representative of the Supervising Authority/Contract Owner.
- e. Attends all quality assurance related meetings.
- f. Participates in the preparation of the record drawings.
- g. Reviews all reports, logs, and photographs.
- h. Notes any onsite activities that could result in damage to the cover system.
- i. Reports to the CQAP Manager/RPR, and logs in any reports and relevant observations.
- j. Prepares his own summary reports.
- k. Oversees the monitoring and documentation (including photographic) of all installation operations. Photographs shall be taken routinely and in critical areas of the installation sequence.
- l. Prepares daily summaries of quantities of material installed each day
- m. Prepares a weekly summary of the liner and/or cover system quality assurance activities

## **2.6.2 Qualifications**

CQAP Monitors shall be familiar with all aspects of landfill construction and have sufficient practical, technical, and administrative experience to execute and record inspection activities.

## **2.7 QUALITY ASSURANCE LABORATORY (QAL)**

### **2.7.1 Responsibilities**

The Quality Assurance Laboratory is a firm, independent from the Supervising Authority/Contract Owner and General Contractor, responsible for conducting geotechnical testing on samples required for the project.

The Quality Assurance Laboratory shall be responsible for conducting the appropriate laboratory tests in accordance with this CQAP or as directed by the CQAP Manager/RPR. The test procedures shall be in accordance with the test methods specified. The Quality Assurance Laboratory shall be responsible for providing tests results as outlined in this CQAP.

### **2.7.2 Qualifications**

The Quality Assurance Laboratory/Laboratories shall be an approved certified laboratory having experience in testing soils, and familiarity with American Society for Testing and Materials (ASTM) and other applicable test standards.

## **2.8 PERMITTING AGENCY**

The Permitting Agency, NMED, has the responsibility to review the CQAP for compliance with the Department's regulations and to make a decision to approve or deny the Plan. The NMED will have the responsibility and authority to review and accept or reject any design revisions or requests for variance that are submitted by the facility applicant after the CQAP is approved. The Permitting Agency also has the responsibility and authority to enforce compliance with the permit requirements during the construction process and may review all CQAP documentation during or after facility construction to confirm that the approved CQAP was followed and that the facility was constructed as specified in the design. Finally, the NMED will review the certification report and make a decision as to whether the top of waste grading, soil infiltration layer, topsoil, native seeding, stormwater control structures and final cover was constructed in accordance with the CQAP and Closure Plan.

## **2.9 COMMUNICATIONS BETWEEN PARTIES**

To guarantee a high degree of quality during construction and assure a final product that meets all of the project plans and specifications, open channels of communication are essential. This section discusses appropriate lines of communication and describes all necessary meetings.

### **2.9.1 Lines of Communication**

All lines of communication shall go through the CQAP Certifying Engineer who, in turn, will direct the necessary course of action.

### **2.9.2 Pre-Construction Meeting**

A pre-construction meeting shall be held before any construction activity begins. The meeting shall be attended by the Supervising Authority/Contract Owner, General Contractor (if contracted), CQAP Certifying Engineer, CQAP personnel and any appropriate subconsultants, subcontractors, suppliers and utilities. The following is a list of CQAP related items suggested for discussion at the pre-construction meeting.

- a. Familiarizing each organization with the CQAP and its role relative to the construction.
- b. Providing each organization with all relevant CQAP/CQC documents.
- c. Defining the lines of authority and reviewing the responsibilities of each organization.
- d. Discussing the established procedures or protocol for handling construction deficiencies, repairs, and retesting.
- e. Reviewing methods for documenting and reporting field data.
- f. Reviewing methods for distributing and storing documents.
- g. Reviewing work area security and safety protocols.
- h. Discussing procedures for the location and protection of construction materials and for the prevention of damage to the materials from inclement weather or other adverse events.
- i. Conducting a site walk-around to review construction material, inspect borrow source site, and inspection equipment storage locations.
- j. The meeting shall be documented and minutes will be transmitted to all parties by the CQAP Certifying Engineer.

### **2.9.3 Progress Meetings**

Progress meetings between the CQAP Certifying Engineer, CQAP Manager/RPR, Contractor's Representative, and any other concerned parties (e.g. other subconsultants, subcontractors, and suppliers) shall be held periodically during construction. These meetings shall discuss current progress, planned activities, and schedule for the upcoming weeks, issues requiring resolution and any new business or revisions to the work. The CQAP Manager/RPR shall log any problems, decisions, or questions arising at this meeting in his progress report. If any matter remains unresolved at the end of this meeting, the CQAP Manager/RPR and/or CQAP Certifying Engineer shall be responsible for the resolution of the matter and the communication of the decision to the appropriate parties.

### **3.0 INSPECTION ACTIVITIES**

#### **3.1 SCOPE OF INSPECTION ACTIVITIES**

Throughout implementation of the construction activities there will be numerous inspections and testing requirements for specific work tasks. The inspection and testing requirements will ensure compliance with the design as presented in the construction drawings and specifications, as well as ensure completion of the work tasks to the highest level of quality. Inspections and testing will provide a means of monitoring the quality and progress of work performed.

The components of the construction that will require some form of inspection or testing as described by the CQAP are as follows:

- Top of Waste Grading
- Soil Infiltration Layer
- Topsoil with Native Seeding
- Stormwater Control Structures

The inspections and testing is described in further detail in the Sections below.

#### **3.2 SCOPE OF INSPECTION ACTIVITIES**

Throughout the period of construction, the quality of work completed and material used for each of the work tasks will be maintained at its highest possible level through regular inspections of the work. The CQA Manager and/ or Resident Project Representative (RPR) and representatives of the Owner (as required) will complete inspections throughout the construction period.

Overall, inspections to be conducted by the CQA Manager/RPR include the following:

- a. Daily inspections of the work progress; photographs shall be included as part of the inspection documentation and the CQA report
- b. Inspections of material at the time of delivery to the site to check for characteristics rendering the material unsuitable for use
- c. Comparison of the material delivered to design specifications to ensure that the material delivered meets applicable project specifications.

##### **3.2.1 Pre-Construction Inspection**

A pre-construction inspection will be performed prior to beginning work on any major task. The pre-construction inspection will include the following:

- a. Review of contract requirements to ensure that all materials and/or equipment have been determined to meet applicable standards and specifications.
- b. Confirmation that provisions have been made to provide required quality control testing.
- c. Examination of the work area to ascertain that all applicable preliminary work tasks have been completed.

- d. Coordination of work activities with corresponding CQAP required testing and inspections.
- e. Confirmation that provisions have been made for photographing all inspection documentation.
- f. Confirmation that provisions have been made for a video inspection of the leachate collection system after the installation of the protective soil layer. The video of the leachate collections system shall be submitted with the construction certification report as additional CQA documentation for the leachate collection system.

### **3.2.2 General Inspections**

General inspections will be performed periodically as the amount of work completed warrants and at critical junctures. A general inspection will include the following:

- a. Examination of quality of workmanship
- b. Testing of materials for compliance with contract requirements.
- c. Identification of any omissions
- d. Record of general progress of construction activities
- e. Review of photographs. Photographs are required for major construction elements including deficiencies and corrective actions. Photos shall be submitted for inclusion in the construction certification report.

### **3.2.3 Final Inspections**

Final inspections will be performed upon completion of each work task to ensure compliance with the Project Plans and Specifications and to ensure that deficiencies identified in the general inspections have been corrected.

The CQA Manager/RPR will perform these inspections and the results of the inspections will be provided in the final construction report. The CQA Certifying Engineer will notify Supervising Authority/Contract Owner and NMED representatives at least three days in advance of any major final inspections. The results of all inspections will be recorded in the CQA Manager/RPR's site logbook.

## **3.3 TESTING**

In addition to the CQA inspections, quality control testing of materials will be carried out as required in the CQAP and the Project Plans and Specifications. Testing of select materials provides additional assurances that the component has been properly installed and coordinated with the other components of construction.

The testing requirements, applicable test methods, testing frequency, and acceptance criteria for relevant work task materials and components are detailed in the project specifications and are summarized in Sections 5 and 6 of this exhibit.

## **4.0 FINAL COVER SYSTEM CONSTRUCTION QUALITY ASSURANCE**

Construction of the final cover or specified earthwork must be in accordance with the approved design plans and Project Specifications. This CQAP establishes the construction quality assurance monitoring and testing program designed to ensure construction compliance. The earthwork quality assurance testing program consists of testing soil used to construct the final cover. Quality assurance testing and observation are required during construction of the test pad and during construction of the final cover system components.

### **4.1 TEST PAD CONSTRUCTION**

#### **4.1.1 Purpose and Scope**

The purpose of the test pad is to establish the placement and compaction procedures to be used to construct the subgrade and soil component of the final cover system and to ensure conformance with the Project Specifications and state and federal requirements. The test pad program is intended to establish methods, equipment, and procedures for attaining the specified properties, not to pre-qualify materials for the soil component. Use of a test pad will be at the discretion of the engineer.

#### **4.1.2 Test Pad Construction**

The test pad shall be constructed in a rectangular shape to a minimum plan area of 25 feet by 40 feet. The test pad shall consist of an established base grade (intermediate cover), infiltration layer, and topsoil layer placed and compacted in accordance with the requirements of the Project Specifications. The test pad shall be constructed on a side slope in an area of the project site designated by the CQA Manager/RPR.

The intermediate cover shall be established per the project plans and specifications. Once the material is approved for compaction by the CQA Manager/RPR, it shall be compacted to 90% standard proctor density and the final thickness of the compacted material shall be confirmed based upon survey information to ensure it was constructed in accordance with project plans and specifications.

Construction of the soil infiltration layer shall not commence until the condition of the top of waste grading has been examined and documented by the CQA Manager/RPR. The soil infiltration layer in the test pad shall be constructed in lifts not exceeding 12 inches loose and 6 inches to 8 inches in compacted thickness. Each lift of soil shall be compacted within the specified moisture-density window. If appropriate, the moisture-density window may be modified by the CQA Manager/RPR to ensure the soil meets the specified hydraulic conductivity or to improve constructability based on the results of the test pad, if approved by the CQA Certifying Engineer. The CQA Manager / Certifying Engineer shall finalize the moisture-density compaction window in writing prior to construction of the full-scale soil layer in each module.

When the CQA Manager/RPR has determined that each lift meets the target dry density and moisture content requirements, the next lift shall be constructed. The completed soil layer shall be rolled with appropriate equipment (e.g., rubber-tired or smooth-drum roller) to obtain a sufficiently smooth top surface.

The infiltration layer shall be comprised of a minimum of 24 inches of earthen material having a saturated hydraulic conductivity of  $1.0 \times 10^{-5}$  cm/sec. The infiltration layer shall be overlain by a layer for minimizing erosion consisting of a minimum of six inches of earthen material that is capable of sustaining native plant growth. The cover shall include any necessary gas vents provided they are sealed to assure no water infiltration.

Finished grades over filled areas shall not exceed 25 percent (four feet horizontal to one foot vertical) or be less than five percent on the Regional Landfill or two percent for the older portion of the landfill. Run-off controls shall be designed for a peak discharge of a 24-hour, 25-year storm. Cover material shall be compacted to no less than 75 percent and no more than 85 percent standard proctor density unless otherwise approved in the permit, closure plan or by specific approval.

#### **4.1.3 Monitoring and Testing**

The CQA Manager/RPR shall monitor and document borrow material and construction of each lift of the test pad and shall ensure that construction is performed in accordance with the appropriate sections of the Project Specifications. Monitoring and documentation shall include:

- Weather conditions during construction
- Equipment used in construction
- Manner in which equipment was used
- Moisture content and dry density measurements for each lift
- Approximate thickness of each uncompacted and compacted soil lift

Field and laboratory testing shall be performed by the CQA Manager/RPR or other designated CQA personnel during construction of the top of waste grading and soil layers in the test pad and shall include those tests presented in Appendix A, Table A-6. Forms to be completed include Daily Field Log, Daily CQA Summary, and Field Compaction Testing Log (Appendix B).

#### **4.1.4 Test Pad Interpretation**

The interpretation of the test results shall focus on the feasibility of constructing a full-scale soil cover in conformance with the project and regulatory requirements. A letter report summarizing the test results shall be issued by the CQA Manager/RPR to the CQA Certifying Engineer at the completion of the test pad testing program. This letter report shall also be included as a part of the final project CQA documentation.

#### 4.1.5 Cover Construction

Full-scale cover construction will commence in a similar fashion to test pad construction including construction of intermediate cover, soil infiltration, and topsoil layers. However, the full scale cover will also include a native seed mixture that will be applied to the topsoil layer according to the Technical Specifications.

Cover construction will also include construction of stormwater control features such as swales, and wattles as required by the Project Plans and Specifications.

All components of the construction shall be observed and tested as required by the CQAP and monitored to verify that the construction is in accordance with the Project Plans and Specifications. The CQA Certifying Engineer shall review the work performed by the CQA Manager/RPR and identify inadequate construction methodologies or materials that may adversely impact the performance of the facility being constructed and/ or existing structures. Visual observations and verification of the independent survey required for specific layers through the construction process shall be made to evaluate whether the materials are placed to the lines and grades as shown on the Project Plans.

The CQA Manager/RPR will give the CQA Certifying Engineer sufficient notice of anticipated completion of the construction components so that related CQA documentation may be reviewed and accepted without delay to the Contractor. Specific CQA observations and/ or testing are required for the following:

- Top of Waste/Intermediate Cover Grading
- Soil Infiltration Layer
- Topsoil with Native Seeding
- Stormwater Control Structures

#### 4.2.1 Erosion Control

##### 4.2.1.1 *Erodible Surface Areas*

For erodible surface area, all requirements outlined in the Federal EPA National Pollutant Discharge Elimination System (NPDES) and the New Mexico Clean Water Act shall be strictly adhered to during the course of construction. Exposed areas of disturbance shall be kept to a minimum to perform project construction and shall be protected by the application of temporary soil stabilant and any other sediment control devices required until permanent measures are applied.

#### 4.2.2 Monitoring and Testing

The general earthworks components of the final cover system include establishing the intermediate cover, soil infiltration layer, and the erosion resistant layer. Borrow materials for the soil cover will be obtained from a location meeting the requirements of the Project Plans and Specifications. CQA observation and testing are required during construction to verify that the materials and construction are in accordance with these Project Plans and Specifications. The tests to be performed for each material type, including testing frequency, may be increased when construction conditions warrant additional tests. Additional tests shall be recommended by the CQA Manger/RPR and approved by the CQA Certifying Engineer. Forms to be completed include Daily Field Log, Daily CQA Summary, and Field Compaction Testing Log (Appendix B). Soil from the borrow source shall be tested as follows:

- Grain size shall be tested once every 1,000 cubic yards
- Atterberg limits shall be tested once every 5,000 cubic yards;
- Proctor compaction moisture-density curve conformance shall be tested once every 5,000 cubic yards; and
- Laboratory permeability shall be tested once every 5,000 cubic yards; and

During construction of the liner or cover, the soil shall be tested as follows:

- density and moisture content tested by nuclear densometer shall be tested four times per acre per lift;
- laboratory or in-situ permeability shall be tested once per 2 acres and laboratory samples shall be undisturbed or recompacted to the site-specific field conditions.

General construction observation and monitoring duties during construction include:

- Observing construction staking to verify that all materials are placed to the lines, grades, and elevations shown in the Project Plans. Finished grades over filled areas shall not exceed 25 percent (four feet horizontal to one foot vertical), or be less than five percent for the regional landfill or two percent for the old landfill.
- Verifying that fill is placed in loose lifts that result in a nominal compacted thickness of 6 to 8 inches. Minimum infiltration layer thickness shall be 24 inches of earthen material having a saturated hydraulic conductivity no greater than  $1.0 \times 10^{-5}$  cm/sec. The erosion control layer shall have a minimum thickness of six inches.
- Performing field and laboratory testing to verify that the fill materials are placed to the moisture and density requirements indicated in the Project Plans and Specifications. Cover material shall be compacted to no less than 85 percent and no more than 95 percent standard proctor density unless otherwise approved in the permit, closure plan or by specific approval.
- Verifying top of waste grading is suitable for supporting soil layer materials
- Promptly notifying the Contractor of test results that affect the work; notifying the CQA Certifying Engineer of construction progress and of the results of all testing; in the event of failing tests, verifying that the Contractor adequately reworks the areas that do not meet the Project Plans and Specifications

- Verifying that the CQA Survey has been completed and that the Record Drawings furnished by the surveyor indicates compliance with the lines, grades, elevations, and tolerances as indicated by the Project Plans and Specifications.

### 6.3 CQA Surveying

CQA surveying shall be conducted such that all applicable standards are followed. CQA surveying is for the development of "Record Drawings" at the end of the project, or at intervals defined in the contract documents. Additional surveying for construction purposes may be performed by the Contractor, as deemed appropriate by the CQA Certifying Engineer. The CQA Surveyor shall furnish "Record Drawings" (also referred to as "as-built" drawings) for review by the CQA Certifying. Required Record Drawings shall be as specified in the Project Plans and Specifications. All CQA surveying shall be performed under the direction of a surveyor licensed to perform such work in the State of New Mexico. All Record Drawings shall be signed and sealed by the licensed surveyor who directed the CQA survey work. Record Drawings shall be at a scale not smaller than 1 inch = 100 feet. The accuracy of the surveying shall be sufficient to determine if the measurements are within the tolerances specified in the Project Plans and Specifications.

The required surveying of final cover system elevations shall be carried out on a 50-foot square grid at the locations designated in the Project Plans. The grid points for each successive earthwork layer shall have the same horizontal locations for comparison of layer thickness. Additional survey locations shall be recorded to define the following features in the final cover: toe of slope, crest of slope, grade breaks, drainage systems, and perimeter drainage ditches. Location and elevation at extraction points of leachate riser pipes and location and elevation at all leachate sumps shall be included in the Record Drawings.

## **7.0 DOCUMENTATION AND CERTIFICATION**

### **7.1 DOCUMENTATION**

The documentation of landfill cell construction is an important factor to ensure the performance of the installed system. The documentation shall be performed as described below and all related activities shall be recorded on the appropriate forms.

### **7.2 REPORTING**

All reports shall be prepared by the CQAP Manager/RPR. Standard reporting procedures should include preparation of a summary report containing any recorded deficiencies and corrective measures. At a minimum, the reports should include:

- a. Project name, location, and date
- b. Weather conditions including:
  1. Temperature (daily high and low)
  2. Wind conditions
  3. Precipitation events
  4. Amount of precipitation
- c. Description of construction activities underway and those completed.
- d. Equipment and personnel onsite.
- e. Types of materials and equipment delivered.
- f. Summary of material quantities installed and tested.
- g. Any work deficiencies and corrective actions taken.
- h. Record of visitors.
- i. Any relevant conversations.
- j. Any field modifications.
- k. Laboratory and/or field test data attached.

### **7.3 RECORD DRAWINGS**

After the installation and completion of all construction activities, record drawings shall be prepared by the Contractor, CQAP Surveyor and CQAP Certifying Engineer and submitted to the Supervising Authority/ Contract Owner and NMED. The record drawings shall include a final as described in Section 3.2 and approved by a professional engineer to verify that all contours and elevations are in general accordance with the Project Plans and Specifications.

Record drawings shall include survey ties from the cell boundary corners to an on-site bench mark in accordance with 20.9.6.9.A.6 NMAC. Record drawings shall also include bearing and distance and elevation between all cell boundaries.

#### **7.4 CERTIFICATION**

A certification report shall be prepared by the CQAP Manager/RPR and the CQAP Certifying Engineer certifying the construction of the cover and drainage systems. The report, at a minimum, shall include:

- a. Certification letter stating that construction activities were conducted in accordance with the Project Plans and Specifications.
- b. Description and location of the site.
- c. Description of the construction activities.
- d. Description of the location, frequency and results of all the testing conducted during construction.
- e. Description of steps and methods followed to report and retest the failed areas and results of the retesting.
- f. A copy of the record drawings.
- g. A copy of all the forms completed during construction activities.
- h. Photographs documenting significant construction elements
- i. Problems during construction and resolutions
- j. Summary of general construction progress.

Upon receipt and review by the CQAP Certifying Engineer, the report shall be sealed by the CQAP Certifying Engineer and submitted to the Contract Owner and NMED.

## **APPENDIX A**

### FINAL COVER TESTING

Table A-1

## Final Cover Construction Quality Control Testing

MATERIAL/TYPE OF TEST	STANDARD	FREQUENCY	ACCEPTANCE CRITERIA
<b>TEST PAD</b>			
Thickness	--	3 tests/lift	Minimum established by Project P&S
Density and Field Compaction (in-place)	ASTM D2922	3 tests/lift	90% Standard Proctor
Grain Size	ASTM D422	1 tests/lift	Soil type confirmation per Specification
Atterberg Limits	ASTM D4318	1 tests/lift	Soil type confirmation per Specification
Standard Proctor	ASTM D698	1 tests/lift	Confirm density/field compaction and perform hydraulic conductivity
Hydraulic Conductivity (undisturbed sample)	ASTM D5084	1 tests/lift	Equal to or less than $1 \times 10^{-5}$ cm/sec
Soil Classification	ASTM D2487/D2488	1 tests/lift	Soil type confirmation per Specification
<b>CONSTRUCTION TESTING</b>			
<b>Intermediate Cover</b>			
Top of Subgrade Elevation	Survey	Min. 50-ft grid spacing	+/- 0.1 ft
Standard Proctor Density	ASTM D698	1 sample/source and 1 test/ 5,000 cy	Confirm density and compaction
Thickness (in-place)	--	1 test/acre (survey on grid)	Minimum established by Project P&S
Density and Field Compaction (in-place)	ASTM D2922	4 tests/acre/lift	90% Standard Proctor
<b>Soil Infiltration Layer</b>			
Grain Size	ASTM D422	1 test/1,000 cy	Soil type confirmation per Specification
Atterberg Limits	ASTM D4318	1 test/5,000 cy	Soil type confirmation per Specification
Standard Proctor Density	ASTM D698	1 test/source and 1 test/5,000 cy	Confirm density/field compaction and perform hydraulic conductivity
Hydraulic Conductivity (remolded sample)	ASTM D5084	1 test/10,000 cy (borrow) and 1 test/2 acres (in-place)	Equal to or less than $1 \times 10^{-5}$ cm/sec
Thickness (in-place)	--	1 test/acre (survey on grid)	Minimum established by Project P&S
Density and Field Compaction (in-place)	ASTM D2922	4 tests/acre/lift	95% Standard Proctor
<b>Erosion Control Layer</b>			
Thickness (in-place)	--	1 test/acre (survey on grid)	Minimum established by Project P&S

**REBID OF  
OTERO/GREENTREE REGIONAL LANDFILL  
CELLS NO. 1 AND NO. 2 CLOSURE**

**Alamogordo, New Mexico**

**TECHNICAL SPECIFICATIONS**

PREPARED FOR:  
THE CITY OF ALAMOGORDO  
OTERO GREENTREE REGIONAL LANDFILL



**Souder, Miller & Associates**  
Engineering ♦ Environmental ♦ Geomatics

3500 Sedona Hills Parkway ♦ Las Cruces, NM 88011  
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## SECTION 01 00 00 - BASIC REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

##### 1.1 Summary:

1. Contract Description.
2. Special Considerations.
3. Work by Owner.
4. Contractor's use of premises.
5. Specification Conventions.
6. Minimum Wage Rate Determination

##### 1.2 Price and Payment Procedures:

1. Testing and Inspection Allowances.
2. Schedule of Values.
3. Applications for Payment.
4. Change Procedures.
5. Unit Prices.
6. Alternates.

##### 1.3 Administrative Requirements:

1. Coordination.
2. Suspension of Work.
3. Field Engineering.
4. Pre-Construction Conference.
5. Progress Meetings.
6. Cutting and Patching.

##### 1.4 Submittals:

1. Submittal Procedures.
2. Construction Progress Schedules.
3. Proposed Products List.
4. Product Data.
5. Shop Drawings.
6. Test Reports.
7. Manufacturer's Instructions and Certificates.

##### 1.5 Quality Requirements:

1. Quality Control.
2. Tolerances.
3. References.
4. Manufacturer's Field Services and Reports.
5. Examination.

##### 1.6 Temporary Facilities and Controls:

1. Temporary Services.

## Otero Greentree Regional Landfill – Closure of Cells 1 &amp; 2

2. Access Roads.
3. Progress Cleaning and Waste Removal.
4. Project Identification.
5. Barriers and Fencing.
6. Protection of Installed Work.
7. Security.
8. Water Control.
9. Pollution and Environmental Control.
10. Removal of Utilities, Facilities, and Controls.

## 1.7 Product Requirements:

1. Products.
2. Delivery, Handling, Storage, and Protection.
3. Substitutions.

## 1.8 Execution Requirements:

1. Closeout Procedures.
2. Final Cleaning.
3. Starting of Systems.
4. Demonstration and Instructions.
5. Testing, Adjusting, and Balancing.
6. Protecting Installed Construction.
7. Project Record Documents.
8. Operation and Maintenance Data.
9. Spare Parts and Maintenance Materials.
10. Warranties and Product Registration.

## 1.2 SUMMARY

### 1. CONTRACT DESCRIPTION

- A. Work of the Project includes the closure of Otero Greentree Regional Landfill Cells No. 1 and No. 2. Closure activities entail the preparation of the intermediate surface compaction and the installation of a 24-inch thick compacted barrier soil layer overlaid with a 6-inch thick topsoil vegetation layer. Drainage infrastructure, such as grading, should be installed in an effort to promote positive drainage patterns routing runoff to existing drainage swales located adjacent to the cells.
- B. Perform Work of Contract under a stipulated price basis with Owner in accordance with Conditions of Contract.

### 2. SPECIAL CONSIDERATIONS

- A. Earthwork will be completed in three major phases by the contractor. The three major phases include: intermediate surface compaction, compacted barrier soil layer and topsoil layer. Earthwork includes finishing final cover to grade and fine grading.
- B. Contractor is responsible for providing Project Engineer with topographic surveys upon completion of the three major phases: intermediate surface compaction, compacted barrier soil layer and topsoil layer.

- C. Contractor is responsible for providing Project Engineer with complete construction material testing reports and topographic surveys for each phase of the cover installation indicating passing results and minimum required thicknesses. Construction of subsequent layers shall not commence until the Project Engineer has received and accepted such reports and topographic surveys. Any earthwork done prior to project engineer acceptance shall be considered at risk by Contractor.
  - D. Contractor is responsible for dewatering and cleanup if rainfall occurs during the construction period.
  - E. Contractor must provide water for construction at the Contractor's expense. The Owner has indicated that water can be made available for purchase.
  - F. Contractor shall prepare record drawing information under the direction of a New Mexico Licensed Professional Surveyor. Refer to Article 1.8.7 Project Record Documents below and General Notes on the Drawings for specific requirements related to As-Built Drawings.
  - G. Contractor must maintain a full set of Drawings, Technical Specifications, and Construction Quality Assurance (CQA) Plan at the construction site at all times throughout the construction process. All subcontractors must possess at least all Drawings, Technical Specifications, and CQA Plan pertaining to their portion of the work while on the construction site at all times.
3. WORK BY OWNER
- A. Not applicable
4. CONTRACTOR'S USE OF PREMISES
- A. No work shall be done before 7:00 A.M. or after 7:00 P.M., local time on a working day, on Sundays, or on legal holidays, except as necessary for the proper care and protection of work already performed, or during emergencies.
  - B. The Contractor shall make every effort to minimize noise caused by his operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise.
  - C. The Contractor shall restrict his operations as nearly as possible to the immediate site. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.
  - D. The Contractor shall take affirmative action to prevent the misuse of the natural environment, wasting of natural resources, or destruction of natural values.
  - E. The Contractor shall conform to all requirements set forth in the latest edition of the New Mexico Standard Specifications for Public Works Construction with latest revision, and Occupational Safety and Health Administration Regulations for trenching, shoring and excavation, and all other activities where such regulations apply. The Contractor and all subcontractors shall conduct all activities in conformance with federal and state laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau [the state agency with jurisdiction] shall have

unobstructed access to project sites and shall not be impeded in any way from performance of their duties.

## 5. SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mode and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.
- B. The Contractor shall furnish all materials, labor, plant and equipment necessary to complete the contract work as called for by the Technical Specifications and as indicated on the Drawings. Material and work, either expressed or implied, necessary for the satisfactory completion of the contract work shall be considered an integral part thereof.
- C. All standards incorporated herein by reference shall be the latest edition, unless otherwise specified. The abbreviations and applicable standards are described below:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CID	Construction Industries Division of the NM Regulation and Licensing Department
EJCDC	Engineers Joint Contract Documents Committee
EPA	Environmental Protection Agency
IBC	International Building Code
ISO	International Organization for Standardization
MSJC	Masonry Standards Joint Committee
NACE	National Association of Corrosion Engineers
NMDOT	New Mexico Department of Transportation
NMED	New Mexico Department of Environment
NMSSPWC	New Mexico Standard Specifications for Public Works Construction
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SSPC	Steel Structure Painting Council
UL	Underwriters Laboratories, Inc.

## 6. MINIMUM WAGE RATE DETERMINATION

- A. Article 13-4-11, NMSA, 1978, requires that prevailing local wages be determined by labor category, and that this prevailing wage be the minimum acceptable pay rate. The Public Works Minimum Wage Act covers all public works construction, alteration, demolition, or repair projects when the project cost is \$60,000 or more, and when the state or any political subdivision is a party. The wage rate determination provided by the New Mexico Department of Workforce Solutions for the present project can be found in an appendix to the Contract Documents.

## 1.3 PRICE AND PAYMENT PROCEDURES

### 1. TESTING, INSPECTION AND SURVEY ALLOWANCES

- A. Testing Allowance: The bid schedule includes a predetermined sum to cover the cost of testing and inspection services as required in the Contract Documents.
  - B. Costs Included in Allowance: Subcontracted costs of engaging testing or inspection firm, execution of tests or inspection, and reporting of results.
  - C. Survey Allowance: The bid schedule includes a predetermined sum to the cost of surveying services as required in the Contract Documents.
  - D. Costs Not Included in Allowance:
    - 1. Incidental labor and facilities required to assist testing or inspection firm.
    - 2. Costs of re-testing upon failure of previous tests as determined by Engineer.
  - E. Costs will be drawn from testing allowance and paid based on invoice(s) submitted to Contractor by testing or inspection firm(s). Contractor shall submit appropriate NTTC form to testing firm to assure tax is not included on invoices.
2. SCHEDULE OF VALUES
- A. Submit schedule of values on the Construction Progress sheet within the Application for Payment forms provided in the Construction Contract Documents [Progress Estimate sheet within the Application for Payment forms.
  - B. Base structure of Schedule of Values on Bid Schedule with identical item numbering, quantities, and values.
  - C. Submit Schedule of Values in duplicate at least 15 days prior to first Progress Meeting.
3. APPLICATIONS FOR PAYMENT
- A. Application for Payment is synonymous with Partial Payment Estimate.
  - B. Submit three [3] copies of each application on the Partial Payment Estimate form provided in the Contract Documents, together with updated Schedule of Values identifying fully the list of items in the Application for Payment.
  - C. The Partial Payment Estimate forms consist of four sections: Cover Sheet, Construction Progress spreadsheet, Materials-On-Hand form, and Monthly Construction Progress Certificate. The purpose of the Monthly Construction Progress Certificate is to provide a complete account of all change orders/claims for the corresponding contract period, and all outstanding change orders/claims from previous contract periods and waives any rights to further adjustments in contract times or price for any change orders/claims that originated in the current contract period.
  - D. Payment Period: Monthly, however payment may not be made until 45 days after receipt of the bill for portions of the Work to be paid for with State funding.
4. CHANGE PROCEDURES
- A. Unit Price Change Order: For pre-determined unit prices and quantities, Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work not pre-determined, refer to Article 11 - Change of Contract Price; Article 12 - Change of Contract Times, of the Standard General Conditions.
5. UNIT PRICES

- A. Engineer or Engineer's representative will take measurements and compute quantities accordingly; all quantities will be in-place. The Contractor will assist in taking of measurements and determination of work completed prior to preparation of corresponding Application for Payment.

## 6. ALTERNATES

- A. Not Applicable.

## 1.4 ADMINISTRATIVE REQUIREMENTS

### 1. COORDINATION

- A. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Submit a Traffic Control Plan, if relevant, which shall be approved by the Engineer before continuing with the project.
  1. All existing signs, markers, delineators, etc. within the construction limits shall be removed, stored, and reset.
  2. Subject to the approved Traffic Control Plan, at least one lane shall be open to traffic at all times. Provide proper signage to maintain the traffic lane in such a manner as to assure proper safety to the traveling public on all affected roads. Provide access to all private and public property at all times except when grading, excavation and backfill operations are being conducted immediately in front of the property, in which case access will not be denied for more than 4 hours without approval from the Engineer.
  3. Traffic lanes provided during construction shall be maintained in such a condition under all weather conditions, so as to permit the reasonable passage of passenger vehicles and shall be kept graded and smooth and watered several times daily, as needed, to control dust.
- D. The Contractor is responsible for obtaining all necessary permits from the Construction Industries Division of the Regulation and Licensing Department of the State of New Mexico and any other regulatory agency having jurisdiction.
- E. Contractor is responsible for timely scheduling of any pertinent inspections with local, county and state agencies with jurisdiction, and as required by the permits.
- F. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
  1. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement.
  2. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner at the address stated on the signature page of the Agreement.

3. Any such notice shall be deemed to have been given as of the time of actual delivery, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, certified mail, or telephone facsimiles, at the time of actual receipt as the case may be.

## 2. SUSPENSION OF WORK

- A. The Owner may order suspension of work due to seasonal or other conditions unsuitable for construction work. Refer to Article 15 – Suspension of Work and Termination of the Standard General Conditions for additional terms associated with the suspension of work and termination.
- B. Maintenance during suspension: Prior to suspension for any cause, the Contractor shall take necessary precautions to protect the work during the period of suspension from any factors which would contribute to its deterioration.
- C. Time elapsed during suspension of the work shall not count as contract time. The Contractor shall make no claim for damages due to delay, additional mobilization charges, nor any additional costs that may be incurred solely due to suspension of work.
- D. Requests for additional time to be added after the “contract completion date” due to delays or extra work shall be made to the Owner in writing by the Contractor within ten (10) days after the time of the occurrence of the delay or receipt of a Change Order for extra work. Such requests shall set forth the justification for the additional time.
- E. Upon approval, the additional contract time shall then be in full force and effect, the same as though it were the original date for completion and will be shown as the completion date plus an amount of additional working days. Any time required to complete the work beyond the contract time or additional contract time will result in the assessment of liquidated damages, as specified in the Contract Documents. Failure to make such requests within the above limits will be considered as a waiver on the part of the Contractor as to the need for additional contract time.

## 3. FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify and confirm elevations and locations of the Work, conforming with the Contract Documents, with the Engineer prior to performing any excavation.
- B. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.
- C. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, easement alignments, stakes for pipe locations and other working points, lines, elevations and cut sheets.

## 4. PRE-CONSTRUCTION CONFERENCE

- A. Engineer will schedule Pre-Construction Conference after Notice of Award for affected parties.

- B. The Contractor, or his duly authorized representative, and subcontractor representatives will attend the meeting.

#### 5. PROGRESS MEETINGS

- A. Schedule in coordination with the Engineer at maximum monthly intervals and attend all Progress Meetings throughout progress of the Work.
- B. The purpose of the meetings will be to review the following:
  - 1. Work progress since previous meetings.
  - 2. Field observations, problems, conflicts.
  - 3. Problems which impede construction schedule.
  - 4. Corrective measures and procedures to regain projected schedule.
  - 5. Revisions to construction schedule.
  - 6. Plan progress and schedule during succeeding work period.
  - 7. Coordination of schedules.
  - 8. Off-site fabrication and delivery schedules.
  - 9. Maintenance of quality standards.
  - 10. Proposed changes, construction schedule and completion date.
  - 11. Coordination of separate contracts.
  - 12. Record or “as-built” drawings of completed work.
  - 13. Other business as required.
  - 14. Regulatory requirements including OSHA, New Mexico Board of Labor, and others as applicable.
  - 15. Funding requirements including RUS, NMED, NMFA, DFA, USEPA and others as applicable.
- C. During each meeting, the Contractor is required to present any issues which may impact his Work, with a plan to resolve these issues expeditiously.
- D. Together with each payment application, Contractor must present the current as-built drawings reflecting all work performed to date.

### 1.5 SUBMITTALS

#### 1. SUBMITTAL PROCEDURES

- A. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions and elevations, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.
- D. Revise and resubmit submittals as required by the Engineer; identify changes made since previous submittal.
- E. Submit number of copies Contractor requires, plus two copies Engineer will retain, at a minimum, unless otherwise indicated at the Pre-Construction Conference.

- F. Transmit each submittal with Engineer accepted form.
  - G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
  - H. Prior to commencing construction activities, Contractor must submit a safety plan for approval by Engineer.
2. CONSTRUCTION PROGRESS SCHEDULES
- A. Submit initial progress schedule in duplicate within fifteen [15] days after date of Owner-Contractor Agreement for Engineer review.
  - B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
  - C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
  - D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
  - E. Indicate delivery dates for Owner furnished products and products identified under Allowances.
3. PROPOSED PRODUCTS LIST
- A. Unless required as an attachment to Bid, within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product per CQA Plan.
  - B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
4. PRODUCT DATA
- A. Product Data: Submit to Engineer for review, per CQA Plan, for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
  - B. Submit copies and distribute in accordance with Submittal Procedures article.
  - C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
  - D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
5. SHOP DRAWINGS
- A. Shop Drawings:
    - 1. Submitted to Engineer, per CQA Plan, for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2. Include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items.
  3. Design calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise directed.
  4. After review, provide copies and distribute in accordance with Submittal Procedures article and for record documents purposes as specified.
  5. Except as may otherwise be indicated herein, the Engineer will return copies of each submittal to the Contractor with comments noted thereon, within 30 calendar days following their receipt by the Engineer.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
  - C. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
6. TEST REPORTS
- A. Submit for Engineer's knowledge as contract administrator or for Owner.
  - B. Submit test reports, per CQA Plan, for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
7. MANUFACTURER'S INSTRUCTIONS AND CERTIFICATES
- A. When specified in individual specification sections, submit manufacturer printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
  - B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
  - C. When specified in individual specifications sections, submit certifications by manufacturer to Engineer, in quantities specified for Product Data.
  - D. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - E. Certificates may be recent or previous test results on material or Product but must be acceptable to Engineer.

## 1.6 QUALITY REQUIREMENTS

### 1. QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, per CQA Plan.
- B. Comply with manufacturer's instructions.

- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
2. TOLERANCES
- A. Monitor fabrication and installation tolerance control of installed products over suppliers, manufacturers, products, site conditions, and workmanship, to produce acceptable Work, per CQA Plan. Do not permit tolerances to accumulate.
  - B. Comply fully with manufacturer’s tolerances.
3. REFERENCES
- A. Conform to reference standards by date of issue current as of date of Contract Documents.
  - B. When specified reference standard conflict with Contract Documents, request clarification from Engineer before proceeding.
4. MANUFACTURER’S FIELD SERVICES AND REPORTS
- A. Per CQA Plan, when specified in individual specification sections, require material or product suppliers or manufacturers to furnish qualified staff personnel to observe site conditions and to initiate instructions when necessary.
  - B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturer’s written instructions.
5. EXAMINATION
- A. Per CQA Plan, verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
  - B. Verify utility services are available, of correct characteristics, and in correct location.
  - C. Contractor is solely responsible for utility location, protection and verification. Contractor must notify New Mexico One Call System Inc., at 811, and all local utility providers, three (3) days before starting utility line construction.
  - D. It shall be the responsibility of the Contractor to become acquainted with the location of all underground structures which may be encountered, or which may affect the Work hereunder.

## 1.7 TEMPORARY FACILITIES AND CONTROLS

### 1. TEMPORARY SERVICES

- A. Provide, maintain and pay for suitable quality water service as required.
- B. Maintain uninterrupted water and electric service to all properties adjoining the Work, except where specifically approved by the authority having jurisdiction. Services damaged by the Contractor shall be immediately and permanently repaired or replaced at the expense of the Contractor. Give a minimum of 48-hour advance notice to occupants of

adjacent properties before interrupting any service. Any interruption of service shall be kept to the minimum length of time possible.

- C. Until final inspection and approval of the Work and issuance of the Certificate of Substantial Completion, the Contractor is responsible for all Work directly or indirectly affected by the Contractor's activities. Such responsibility continues for all Work detailed on the punch list that may accompany the Certificate of Substantial Completion, until satisfactorily completed by the Contractor and approved by the Owner and Engineer.
- D. Furnish, install and maintain any temporary water storage structures, electrical connections, meters, wiring, outlets, switches, lamps, etc., as necessary for the work. The Contractor shall provide such temporary heat as may be necessary for the prevention of injury to the work or material through dampness or cold. All temporary connections, installations, facilities and supplies furnished or installed as specified in this paragraph, shall be removed prior to the completion of the Contract, and the premises left perfectly clean and satisfactory to the Owner.
- E. Maintain ambient temperature above freezing in enclosed/occupied areas where construction is in progress, unless indicated otherwise in specifications.
- F. Provide temporary electricity and power outlets for construction operations, connections, branch wiring, distribution boxes, and flexible power cords as required. Do not disrupt Owner's need for continuous service.
- G. Provide and maintain required sanitary facilities and enclosures in clean and sanitary condition.

## 2. ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Existing on-site roads, designated by the Owner, may be used for construction traffic.

## 3. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove waste and surplus materials, rubbish, and construction facilities from site. Restore all job sites and adjoining areas, including roads and driveways, to a condition equal to or better than the original status. Special attention will be made to not disturb unimproved roads by placing any excavated material to the sides of these roads when water lines are located along the right-of-way.
- C. Brush and trees shall be felled parallel to the right-of-way to minimize damage to trees and structures on adjacent property. All brush, tree tops, stumps and other debris shall be removed from the right-of-way and disposed of by the Contractor, subject to and in conformity with the special provisions applying to the tract of land involved (if any). The Contractor shall not destroy nor remove any trees, shrubbery, nor any other improvements, without permission of the Owner.

- D. The Contractor shall not dispose of debris, refuse or sanitary wastes in an open dump or in a natural watercourse, whether on public or private property, or in such places that undesirable wastes can eventually be exposed or carried to a natural watercourse.
4. PROJECT IDENTIFICATION
    - A. Provide project sign as indicated in the Contract Documents, to design and colors as indicated.
    - B. Project sign must be produced by a professional sign company with at least three years of experience producing similar signage. The proposed project sign shall require a submittal for approval, whether included on a Submittals Checklist or not, and shall include materials to be incorporated and name of company that will produce the sign.
    - C. Erect on site at location approved by Engineer.
    - D. The Contractor shall not erect or permit the erection of advertising signs. Only minimal identification and direction signs shall be permitted on the site. Unnecessary or obnoxious posters, pictures, signs, symbols, drawings or writing on work, material or equipment, resulting from vandalism or other causes, shall be covered or removed by the Contractor.
  5. BARRIERS AND FENCING
    - A. Provide barriers or fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.
  6. PROTECTION OF INSTALLED WORK
    - A. Protect installed Work and provide special protection where specified in individual specification sections.
  7. SECURITY
    - A. Provide security and facilities to protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
  8. WATER CONTROL
    - A. Provide erosion control.
    - B. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
    - C. The Contractor shall submit to the Owner's Representative a Storm Water Pollution Prevention Plan (SWPPP) that will address all construction phases and the proposed pollution prevention and sediment control measures. This shall be done in accordance with the National Pollution Discharge Elimination System (NPDES) general permit requirements for all construction activities and shall include all required reporting.
    - D. The Contractor shall conduct his operations to minimize damage to natural watercourses, and shall not permit petroleum products, volatile fluid wastes, or any other wastes which are prohibited by local ordinances, or excessive amounts of silt, clay, or mud to enter any drainage system. The bed of natural watercourses or man-made irrigation ditches shall be restored to normal gradient and cross-section after being disturbed.
  9. POLLUTION AND ENVIRONMENT CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Provide dust control, erosion and sediment control, noise control, pest control and rodent control to allow for proper execution of the Work. Short term effects of dust produced by equipment will be mitigated by sprinkling traffic areas with water. Motor equipment shall be kept in repair and equipped with anti-pollution devices, if possible, to cut down on exhaust emissions. Burning as a method of cleaning or disposal will not be permitted without approval of the proper authorities.
- C. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the New Mexico Environment Department.
- D. The Contractor shall be responsible for the reporting and the cleanup of spills associated with project construction and shall report and respond to spills of hazardous materials such as gasoline, diesel, motor oil, solvents, chemicals, toxic and corrosive substances, and other materials which may be a threat to the public health or the environment. The Contractor shall be responsible for reporting past spills encountered during construction and of current spills not associated with construction. Reports shall be made to the New Mexico Environment Department Emergency Response Team at (505) 827-4308 or (505) 470-3657 and to the Owner's Representative. The Contractor shall clean up any unreported spills associated with project construction identified after construction.

#### 10. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to the specified condition.

## 1.8 PRODUCT REQUIREMENTS

### 1. PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of same manufacturer for components being replaced.

### 2. DELIVERY, HANDLING, STORAGE, AND PROTECTION

- A. Per CQA Plan, deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

### 3. SUBSTITUTIONS

- A. Substitutions will only be considered when Product becomes unavailable through no fault of Contractor, or where an “approved equal” is specifically allowed elsewhere in the Technical Specifications or noted on the Drawings.
- B. Specific manufacturers may be required for certain items in order to maintain consistency with the Owner’s existing inventory. In such cases, substitutions will not be allowed as indicated in each specification section where applicable.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. Submit three [3] copies of request for Substitution to the Engineer for consideration. Limit each request to one proposed Substitution.

## 1.9 EXECUTION REQUIREMENTS

### 1. CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and amount remaining due.
- C. Among required closeout submittals include: Release of Liens, Consent of Surety, and Certification of Labor Standards.

### 2. FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Upon completion of the work under this contract, thoroughly clean and make any needed repairs caused by damage during construction to any existing utilities or other structures on the site.
- C. Notify the Engineer in writing once final cleaning is complete. The final estimate will not be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that it is properly constructed, and the site properly cleaned.

### 3. STARTING OF SYSTEMS

- A. Provide seven [7] days notification prior to start-up of each item.
- B. Ensure each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturer’s instructions.
- D. Submit written report stating equipment or system has been properly installed and is functioning correctly.

#### 4. DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

#### 5. TESTING, ADJUSTING, AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Owner retains the right to appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with requirements of Contract Documents.
- C. Contractor will cooperate with independent firm; furnish assistance as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

#### 6. PROTECTING INSTALLED CONSTRUCTION

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

#### 7. PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed.
- D. Record Documents and Shop Drawings (As-Built Drawings): Legibly mark each item to record actual construction. Deliver two (2) sets of As-Built Drawings with redlines to the Owner upon completion of the Project. The As-Built Drawings will be submitted to the Engineer prior to processing of final payment to the Contractor.
- E. Contractor shall prepare record drawing information under the direction of a Licensed Professional Surveyor. The required surveying of final cover system elevations shall be carried out on a 50-foot square grid at the locations designated in the Project

Plans. The grid points for each successive earthwork layer shall have the same horizontal locations for comparison of layer thickness. Additional survey locations shall be recorded to define the following features in the final cover: toe of slope, crest of slope, grade breaks, drainage systems, and perimeter drainage ditches. Location and elevation at extraction points of leachate riser pipes shall be included in the Record Drawings. Ties to surface features for triangulation purposes in the field shall also be included. As-Built Record Drawings shall be stamped by a New Mexico State Licensed Professional Surveyor, tied to established control monuments and other reference points (including D.O.T. monuments and mile markers if available) on the New Mexico State Plane Coordinate System, Central Zone, NAD83/NAVD88 datum, stating combined ground-to-grid scale factor used, equipment used and date of completion of survey.

- F. Submit documents to Engineer together with claim for final Application for Payment.

#### 8. WARRANTIES

- A. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers for all products with extended warranties beyond one (1) year.
- B. Submit prior to final Application for Payment.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

## SECTION 31 00 00 - SITE CLEARING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing designated paving, curbs, and other obstructions.
  - 3. Removing designated trees, shrubs, and other plant life.
  - 4. Removing abandoned utilities.
  - 5. Excavating topsoil.
- B. Related Sections:
  - 1. Section 31 22 13 – Rough Grading

#### 1.2 QUALITY ASSURANCE

- A. Perform Work in accordance with the most recent edition of the New Mexico Standard Specifications for Public Works Construction, with latest revisions.
- B. Perform Work in accordance with the most recent edition of the NMDOT Standard Specifications for Road and Bridge Construction, with latest revisions.
- C. Conform to applicable State of New Mexico code for environmental requirements, disposal of debris, burning debris on site, use of herbicides.

#### 1.3 UNIT PRICES – MEASUREMENT AND PAYMENT

- A. Site Clearing
  - 1. Basis of Payment: Costs are considered Incidental for labor and facilities required for site clearing.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Section 01 00 00 – Quality Requirements: Examination of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste area and/or salvage area for placing removed materials.

#### 3.2 PREPARATION

- A. Call New Mexico “One Call” at 811 and local utility companies at least three (3) days before performing Work.

1. Request that underground utilities be located and marked within and surrounding construction areas.

### 3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

### 3.4 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within indicated areas. Remove stumps and surface rock.
- C. Clear undergrowth and deadwood, without disturbing subsoil.

### 3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Continuously clean up and remove waste materials from site. Do not allow materials to accumulate on site.
- C. The Engineer will indicate to the Contractor which obstructions are to be removed, disposed of, or salvaged, and will require special documentation.
- D. Do not burn or bury materials on site. Leave site in clean condition.

### 3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or regraded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material on impervious material and cover over with same material, until disposal.
- D. Remove excess topsoil not intended for reuse, from site.
- E. All equipment shall be properly maintained and with proper safety devices.
- F. Contractor must maintain control of dust and minimize blowing debris.
- G. All equipment shall be operated as to not interfere with the operation of the landfill or patrons of the landfill.

**END OF SECTION**

## SECTION 31 22 13 – ROUGH GRADING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Excavating subsoil.
  - 2. Cutting, grading, filling, rough contouring, and compacting for final cover and stormwater controls.
- B. Related Sections:
  - 1. Section 31 00 00 – Site Clearing: Excavating Topsoil

#### 1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. Rough Grading
  - 1. Basis of Measurement: Cubic Yards
  - 2. Basis of Payment: Payment will be based on topographic surveys to be completed before and after grading to verify quantity of material cut. No allowances will be made for shrinking or swelling.

#### 1.3 REFERENCES

- A. Geotechnical Reports:
  - 1. N/A
- B. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 10-lb Rammer and an 18-in. Drop.
- C. American Society for Testing and Materials International (ASTM):
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D422 - Particle -Size Analysis of Soils.
  - 3. ASTM D653 - Terminology Relating to Soil, Rock, and Contained Fluids.
  - 4. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort 12,400 ft-lbf/ft<sup>3</sup>.
  - 5. ASTM D1140 - Amount of Material in Soils Finer than the No. 200 Sieve.
  - 6. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 7. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort 56,000 ft-lbf/ft<sup>3</sup>.
  - 8. ASTM D1633 - Test Method for Compressive Strength of Molded Soil - Cement Cylinders.
  - 9. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 10. ASTM D2216 - Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
  - 11. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
  - 12. ASTM D2434 - Standard Test Method for Permeability of Granular Soils Constant Head.

13. ASTM D2487 - Classifications of Soils for Engineering Purposes (Unified Soil Classification System).
14. ASTM D2488 - Description and Identification of Soils (Visual-Manual Procedure).
15. ASTM D2774 - Standard Practice for Underground Installation of Thermoplastic Pressure Piping.
16. ASTM D2901 - Test Method for Cement Content of Freshly Mixed Soil Cement.
17. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods Shallow Depth.
18. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods Shallow Depth.
19. ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
20. ASTM D4254 - Minimum Index Density and Unit Weight of Sols and Calculation of Relative Density.
21. ASTM D4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
22. ASTM D4564 - Density of Soil in Place by the Sleeve Method.
23. ASTM D4643 - Determination of Water (Moisture) Content of Soil by the Microwave Oven Heating.
24. ASTM D4718 - Correction of Unit Weight and Water Content for Soils Containing Oversize Particles.
25. ASTM D4832 - Compressive Strength of Controlled Low Strength Material.
26. ASTM D4914 - Density of Soil and Rock in Place by the Sand Replacement Method in a Test Pit.
27. ASTM D4959 - Determination of Water (Moisture) Content of Soil by Direct Heating.
28. ASTM D5030 - Density of Soil and Rock in Place by the Water Replacement Method in a Test Pit.
29. ASTM D5080 - Rapid Determination of Percent Compaction.
30. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

#### 1.4 SUBMITTALS

- A. Section 01 00 00 - Submittal Procedures.
- B. Density testing as required for compaction of final cover.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents
  1. Density test results and locations.
  2. Final grade topographic survey prior to placement of barrier

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.
- B. Perform Work in accordance with applicable New Mexico State Standards.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

Not Used.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Section 01 00 00 - Quality Requirements: Examination of existing conditions before starting work.
- B. Verify survey benchmark and intended elevations for the Work are as indicated on Drawings.

### **3.2 PREPARATION**

- A. Call New Mexico “One Call” at 811 and local utility companies at least three (3) days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and relocate utilities.
- D. Protect remaining utilities from damage.
- E. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- F. Protect benchmarks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

### **3.3 SUBSOIL EXCAVATION**

- A. Excavate subsoil from areas to be further excavated, re-landscaped, or regraded.
- B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- C. Remove excess subsoil not intended for reuse, from site.
- D. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key placed fill material to slope to provide firm bearing.
- E. Stability: Replace damaged or displaced subsoil as specified for fill.
- F. Notify Owner of any utility damage at once so emergency measures can be taken. The Contractor will pay for any required repairs.
- G. Intercept and divert surface drainage and precipitation away from excavation through use of dikes, curb walls, ditches, pipes, or other means.
- H. Remove and exclude water, including storm water, groundwater, irrigation water, and/or other waters, from all excavations. Dewatering wells, well-points, sump pumps, or other means shall be used to remove water and continuously maintain groundwater at a level below the bottom of

excavations. Water shall be removed and excluded until backfilling is complete and all field soils testing have been completed.

- I. Comply with New Mexico state standards and requirements for dewatering to any watercourse, prevention of stream degradation, and erosion and sediment control.
- J. Excavation below Fills and Embankments: The subgrade areas beneath embankments shall be excavated to remove not less than the top 1 foot of native material and, where such sub-grade is sloped, the native material shall be benched. After the required excavation or over-excavation has been completed, the top 12 inches of material shall be scarified and moisture added or material dried to optimum moisture and the exposed surface shall be proof rolled.
- K. Material beyond prescribed lines which is loosened by the Contractor's operations shall be removed, replaced and/or compacted, as directed by the Engineer, at no additional cost to the Owner.

### 3.4 DISPOSAL OF EXCAVATED MATERIALS

- A. Excess excavated material or excavated material not suitable for backfill may be disposed of on-site, provided that:
  1. The finished grade substantially conforms with the Drawings, or any deviation therefrom is approved by the Engineer.
    - a) Blend with natural terrain.
    - b) Minimum slope: 2%.
    - c) Maximum slope: 4:1.
  2. All excess excavated material spread on the right-of-way is compacted to the same specifications as final backfill, as set for in Section 31 23 23 - Backfill and the Drawings, and
  3. All on-site disposal of material is approved by the Engineer.
- B. Do not dispose of waste material by dumping from tops of slopes.
- C. Do not dispose of excess material within 15 feet of any wash, drainage or waterway.

### 3.5 FIELD QUALITY CONTROL

- A. Section 01 00 00 - Execution Requirements: Testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698, AASHTO T180.
- C. Perform in place compaction tests in accordance with the following:
  1. Density Tests: ASTM D6938.
  2. Moisture Tests: ASTM D6938.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Compaction testing (as necessary) shall be done to the extent such that the Owner and Engineer can be reasonably assured that the backfill has been placed in accordance with the requirements of the Contract Documents or in accordance with the approved CQA Plan, whichever is the more stringent. When a testing allowance is established on the Bid Form, the Owner and Engineer will determine the testing frequency to be used throughout the project.

**END OF SECTION**

## SECTION 31 23 23 – BACKFILL

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Compaction of the Intermediate Surface Cover Soil Layer
  - 2. Placement and compaction of the 24-inch thick Compacted Barrier Soil Layer
  - 3. Placement of the 6-inch thick Topsoil Vegetated Layer.
  - 4. Placement and compaction of stormwater controls
- B. Related Sections:
  - 1. Section 31 22 13 - Rough Grading: Site filling.

#### 1.2 UNIT PRICE – MEASUREMENT AND PAYMENT

- B. Rough Grading
  - 1. Basis of Measurement: Cubic Yards
  - 2. Basis of Payment: Payment will be based on topographic surveys to be completed before and after grading to verify quantity of material cut. No allowances will be made for shrinking or swelling.

#### 1.3 REFERENCES

- A. Geotechnical Reports:
  - 1. N/A
- B. New Mexico Standard Specifications for Public Works Construction (NMSSPWC):
  - 1. NMSSPWC Sections 701, 801 & 802 “Trenching, Excavation and Backfill”.
- C. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO T99 - Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 3050mm (12-in.) Drop.
  - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- D. American Society for Testing and Materials International (ASTM):
  - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 2. ASTM D422 - Particle -Size Analysis of Soils.
  - 3. ASTM D653 - Terminology Relating to Soil, Rock, and Contained Fluids.
  - 4. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 5. ASTM D1140 - Amount of Material in Soils Finer than the No. 200 Sieve.
  - 6. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 7. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup>, 2,700 kN-m/m<sup>3</sup>).

8. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
9. ASTM D2216 - Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
10. ASTM D2487 - Classifications of Soils for Engineering Purposes (Unified Soil Classification System).
11. ASTM D2488 - Description and Identification of Soils (Visual-Manual Procedure).
12. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
13. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
14. ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
15. ASTM D4254 - Minimum Index Density and Unit Weight of Sols and Calculation of Relative Density.
16. ASTM D4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
17. ASTM D4564 - Density of Soil in Place by the Sleeve Method.
18. ASTM D4643 - Determination of Water (Moisture) Content of Soil by the Microwave Oven Heating.
19. ASTM D4718 - Correction of Unit Weight and Water Content for Soils Containing Oversize Particles.
20. ASTM D4914 - Density of Soil and Rock in Place by the Sand Replacement Method in a Test Pit.
21. ASTM D4959 - Determination of Water (Moisture) Content of Soil by Direct Heating.
22. ASTM D5030 - Density of Soil and Rock in Place by the Water Replacement Method in a Test Pit.
23. ASTM D5080 - Rapid Determination of Percent Compaction.
24. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

### 1.3 DEFINITIONS

- A. Percentage Compaction: Ratio, expressed as percentage, of actual density of material compared with maximum dry density based on standard Proctor (ASTM D 698) or modified Proctor (ASTM D 1557).
- B. Optimum Moisture Content: Based on standard Proctor (ASTM D 698) or modified Proctor (ASTM D1557).
- C. Unified Soil Classification System (USCS): Based on ASTM D 2487.

### 1.4 SUBMITTALS

- A. Section 01 00 00 - Submittal Procedures.
- B. Submit samples and certified test documentation of all materials to be used.

- C. Submit field soil test on material in place as backfill.
- D. Submit construction drawings with compaction test locations marked and labeled with station, date, test number, depth of test below ground surface, and test result.

## **PART 2 PRODUCTS**

### **2.1 FILL MATERIALS**

- A. Suitable materials for the Compacted Barrier Soil Layer may be processed on-site. The materials are required to meet the quantity requirements of the project and will be provided at no additional expense to the Owner. The following types of materials are defined as suitable where scheduled:
  - 1. Suitable materials for the Compacted Barrier Soil Layer shall be an SC or CL as defined by USCS, that are capable of attaining a hydraulic conductivity of no more than  $1.0 \times 10^{-5}$  cm/sec after appropriate compaction. The material shall have at least 50% passing the No. 200 sieve and a maximum particle size of 2 inches.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Section 01 00 00 - Administrative Requirements: Coordination and project conditions.

### **3.2 SUBGRADE PREPARATION**

- A. The intermediate surface cover (interim) shall be compacted to at least 90% of the maximum dry density as determined by the standard Proctor procedure (ASTM D 698) and the final thickness of the compacted material shall be confirmed based upon survey information to ensure it was constructed in accordance with the design documents and specifications. Preparation of the subgrade shall include finish grading to assure proper construction grade and compacting the surface to the compaction requirements. The subgrade surface should be smooth with no rocks or other protuberances.
- B. The Engineer shall inspect and approve the subgrade before installation of the Compacted Barrier Soil Layer can proceed. It shall be the Contractor's responsibility to properly prepare and maintain the subgrade in a smooth, uniform, and compacted condition during installation of the barrier layer.
- C. If the subgrade is damaged during barrier layer installation, the Contractor shall restore and recompact the area and have the subgrade retested prior to installing additional barrier layer soil. All costs related to the retest and restoration of the subgrade shall be paid for by the Contractor.
- D. The Contractor shall protect the clayey materials stockpiled at the site from inclement weather conditions and any traffic that may occur near the stockpile.

### 3.3 BARRIER LAYER PLACEMENT

- A. The placement moisture content shall be wet of the standard Proctor optimum moisture content (ASTM D698) but no greater than plus 4 percent.
- B. Clayey and silty soil materials shall be disked, harrowed and kneaded as necessary to break down all clods and produce a uniform material that is free of clods larger than 4 inches. If the Engineer is not satisfied that all clods have been broken down, then the Contractor shall remove or rework the clay material to the satisfaction of the Engineer. Clay materials which have been contaminated with clusters of rock or gravel, sand lenses or other deleterious material shall be removed and replaced with uncontaminated clay materials.
- C. The clayey and silty soil materials shall be uniformly compacted to no less than 95 percent of the standard Proctor maximum dry density at moisture contents specified above. This minimum density shall be uniformly obtained throughout the entire thickness of the barrier layer. The 24-inch thick barrier layer shall be constructed in lifts not exceeding 12-inches loose and 6-inches to 8-inches in compacted thickness to assure achievement of the specified compaction. The surfaces of completed lifts shall be scarified prior to placement and compaction of the subsequent lift. The direction of equipment movement during spreading and compaction of alternate lifts shall be perpendicular to that carried out on the underlying lift. To achieve the specified compaction the Contractor shall use a self-propelled compactor which provides steel kneading feet, in spreading and kneading the materials. Finally, a smooth wheel compactor shall be used with sufficient number of passes to smooth the surface of the barrier layer. This type of compactor shall be used only for smoothing the surface. It shall not be used for achieving the specified compaction. Rubber tired rollers and vibratory rollers also will not be allowed for use in compaction of the clayey and silty materials.
- D. Water for Compaction:
  - 1. The Owner shall provide water as required to guarantee constructability and protection of the in-place and stored clay soil. Water is available on site.
  - 2. Prior to placing the barrier layer soil the Contractor shall inspect the subgrade to ensure that it has been sufficiently wetted to prevent excessive absorption of moisture from the clayey or silty soil.
  - 3. Should the barrier layer soil be stockpiled for any length of time the Contractor shall slope the stockpile and condition it with a track vehicle or light roller to prevent over saturation.
  - 4. Should the material become over saturated, the Contractor shall spread and dry the material as needed to adjust the moisture to the proper level.
- E. The compacted barrier layer shall not be less than the specified thickness after any finish grading. Areas not meeting the thickness requirements shall be augmented with additional barrier layer material. The added material shall be reworked within the barrier layer to ensure homogeneity and proper bonding. This shall be done by scarification of the surface prior to addition of the new material. As a minimum, the top 4-in of the lift shall be wetted, kneaded, compacted and reworked with the additional material to obtain the required thickness.
- F. Work shall be limited to an area that can be completed in one working day. The area shall be left in a manner to promote surface water run-off.

- G. Each lift shall be covered immediately after the lift passes testing requirements and at the end of each day's work to protect the barrier layer from desiccation. Should desiccation cracks develop, the barrier layer shall be rewetted, rehomogenized and recompactd in accordance with the Specifications to the depth of any such cracks.
- H. During construction, the Contractor shall make all necessary provisions to deal with inclement weather conditions. The Contractor shall be fully responsible for control of storm water during installation of the cover system and for moisture control and protection of the barrier layer.
- I. The Contractor shall provide onsite supervision during all periods of installation. At no time shall any work be performed by the Contractor without his supervisor onsite.
- J. No barrier layer material shall be placed, spread, or compacted while the ground or soil is frozen/thawing, during unfavorable weather conditions or periods of precipitation. The lift surface must be made smooth and free from ruts or indentations at the end of any working day when significant precipitation is forecast and/or at the completion of the compaction operations in that area in order to prevent saturation of the soil material.

### 3.5 FIELD QUALITY CONTROL

- A. Field density and moisture content shall be determined at a frequency of 4 tests/acre/lift of installed barrier layer using a nuclear moisture-density meter (ASTM D 6938).
- B. Measurements to determine the thickness of the barrier layer shall be conducted one test per acre (survey on grid with a minimum 50-foot grid spacing) of installed barrier layer.
- C. Standard proctor (ASTM D698) shall be determined at a frequency of one test per source and one test per 5,000 cubic yards.
- D. Atterberg Limits (ASTM D4318) shall be determined at a frequency of one test per 5,000 cubic yards.
- E. Grain Size distribution (ASTM D422) shall be determined at a frequency of one test per 1,000 cubic yards.
- F. Hydraulic conductivity testing shall be performed for the compacted clay soil at a minimum frequency of one test/two acres (in-place) and one test/10,000 cubic yards (borrow source). The Engineer shall have the authority to request additional hydraulic conductivity tests in areas which, in his judgment, may be suspect or deficient. Hydraulic conductivity tests shall be conducted in accordance with ASTM D5084. The hydraulic gradient used for hydraulic conductivity measurements shall be approved by the Engineer. Pure bentonite powder shall be used to backfill the holes in the clay barrier where hydraulic conductivity samples were obtained.
- G. Any sample or area tested shall be rejected, removed and replaced if it does not meet the requirements of the technical specifications. Reconstructed areas shall have feathered, overlapping edges that tie into adjacent barrier layer areas, as appropriate.

- H. Compaction testing shall be done to the extent such that the Owner and Engineer can be reasonably assured that fill has been placed in accordance with the requirements of the Contract Documents.
- I. Correction of Substandard Work: All fill and backfill represented by tests that fail to meet compaction, moisture content, soil classification or other specifications shall be uncovered as needed, replaced as needed, re-compacted and re-tested until all specifications are met, at no additional expense to the Owner.
  - 1. Elevations, lines and grades of replaced material, as well as of pipe and other structures resting against such material, shall be re-surveyed at the direction of the Engineer. Contractor shall correct elevations, lines and grades as needed, at no additional expense to the Owner.

### 3.6 TOLERANCES

- A. Section 01 00 00 - Quality Requirements: Tolerances.
- B. Top Surface of General Backfilling: Plus or minus 0.1 foot from required elevations.
- C. Percent Compaction: Shall meet minimum required compaction as set forth in these specifications
- D. Moisture Content: As set forth in these specifications.

### 3.7 PROTECTION OF FINISHED WORK

- A. Section 01 00 00 - Execution Requirements: Protecting Installed Construction.
- B. Reshape and re-compact fills subjected to vehicular traffic.

**END OF SECTION**

## SECTION 31 25 13

## EROSION CONTROL DEVICES

**PART 1 GENERAL**

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Composite Mulch Socks (Straw Wattles)
- B. Related Sections:
  - 1. Section 31 23 23 - Backfill.

## 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Diversion Channel:
  - 1. Basis of Measurement: By linear foot.
  - 2. Basis of Payment: Includes all labor and material costs to install and maintain mulch socks (straw wattles) for the duration of the construction phase.

## 1.3 REFERENCES

- A. New Mexico Department of Transportation
  - 1. 2019 Standard Specifications for Highway and Bridge Construction, Section 603

## 1.4 SUBMITTALS

- A. Section 01 00 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Product Data: Submit data on [joint filler] [joint sealer] [admixtures] [curing compounds] [geotextile].

## 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with New Mexico Department of Transportation Section 603 requirements.

**PART 2 PRODUCTS**

## 2.1 COMPOSTED MULCH SOCKS

- A. Furnish materials in accordance with New Mexico Department of Transportation 2019 Standard Specifications for Highway and Bridge Construction, Section 603.2.6 Composted Mulch Socks.
- B. Containment Mesh: The Contractor shall furnish containment mesh 100% biodegradable, photodegradable such as burlap, twine, UV photodegradable plastic, polyester, or other Acceptable Material as directed by the Project Engineer.
- C. The mesh should not exceed 3/8-inch in diameter.

**PART 3 EXECUTION****3.1 INSTALLATION**

- A. Close contact between the earth and sock should be maintained by removing remaining vegetation, rocks, debris, and dirt clods.
- B. The socks will be interlocked or overlapped at the ends.
- C. Anchoring should be adequate to prevent displacement during design rain events and to prevent flow under the socks.
- D. The anchors will be two (2) inch by two (2) inch wooden stakes, 10-feet maximum spacing on all flat areas and four (4) feet maximum spacing on slopes to prevent the sock from sagging. Refer to detail provided within the construction planset for additional installation information.
- E. Stakes shall be driven in the ground 12-inches in depth with four (4) inches extending out of the sock.

**3.2 FIELD QUALITY CONTROL**

- A. Section 01 00 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

**3.3 CLEANING**

- A. Section 01 00 00 - Execution Requirements: Requirements for cleaning.
- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.

**3.4 PROTECTION**

- A. Section 01 00 00 - Execution Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect composite mulch socks from damage or trapped sediment.
- C. Repair damaged composite mulch socks within three (3) days of an inspection or identification of damage. and/or when more than 50% of accumulated silt occurs.

**END OF SECTION**