



MBR Equipment Procurement Documents

Bid Set

Village of Taos Ski Valley
Wastewater Treatment Plant
Improvements

November 28, 2016

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Durango, CO 81301

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**VILLAGE OF TAOS SKI VALLEY
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT
MBR EQUIPMENT PROCUREMENT DOCUMENTS**

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01600 Equipment and Materials
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DIVISION 2 NOT USED

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DIVISION 7 NOT USED

DIVISION 8 NOT USED

DIVISION 9 NOT USED

DIVISION 10 NOT USED

DIVISION 11 – EQUIPMENT

11500 Performance Specification: MBR System Equipment Package

DIVISION 12 NOT USED

DIVISION 13 NOT USED

DIVISION 14 NOT USED

DIVISION 15 NOT USED

DIVISION 16 NOT USED

REFERENCE DOCUMENTS:

- MBR Procurement Project Schedule 11/29/16 (Gantt Chart)
- Wastewater Treatment Plant Improvements Project, 2005, TEC (Construction Drawings)

00111 – ADVERTISEMENT FOR BIDS

**VILLAGE OF TAOS SKI VALLEY
TAOS, NEW MEXICO**

**PERFORMANCE BASED PROCUREMENT OF MBR SYSTEM EQUIPMENT AND MATERIALS
FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT**

Sealed Bids for the performance based Procurement of MBR System Equipment and Materials for the Wastewater Treatment Plant Expansion Project will be received by the Village of Taos Ski Valley, until 3pm local time on December 21, 2016. Bids received after this time will not be accepted.

All Bids that have been duly received will be opened publicly and read aloud. All interested parties are invited to attend. The Buyer reserves the right to reject any or all Bids and to waive irregularities or informalities in any bid and all Bidders shall agree that such rejection shall be without liability on the part of the Buyer for any damage or claim brought by any Bidder because of such rejection, nor shall the Bidders seek any recourse of any kind against the Buyer because of such rejections. No bid may be withdrawn within a period of 60 days. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Bids will be received for a performance based Procurement Contract. Bids will be received on a lump sum basis with schedule of sections and additive alternates as indicated in the Bid Form. The Work is generally described as follows:

Description of Project:

The project consists of improvements to and expansion of the existing wastewater treatment facility. The project components will include the existing headworks, concrete equalization basin, WAS storage tanks, existing secondary treatment process building structure, process tankage and piping systems, disinfection system and outfall. Work will include existing building system improvements including excavation, backfill, compaction and concrete footers, slabs and tankage for the a portion of the MBR system, MCC room, control room and bathroom, including heating and lighting systems; headworks improvements including installation of a 2 mm mechanical fine screen, influent channel and flume modifications, the MBR system materials and equipment, process piping, valves and ancillary equipment; chemical feed and storage systems necessary for the process treatment; removal and replacement of the existing WAS storage tanks, connection to the outfall pipe and new outfall structure, site access road construction, site drainage and erosion control, and all associated materials, equipment and appurtenances required for a completely functioning system as identified in the performance based Procurement Contract Documents.

The Work covered by this performance based Procurement includes supply and shipment of the complete MBR System. The MBR system (along with ancillary processes, materials and components) will be off-loaded and installed by a Contractor under a separate Contract.

Work Covered by Contract Documents:

This Procurement is performance based. The Seller will be responsible for the fabrication, supply, shipment, off-loading recommendations and coordination, installing Contractor coordination and installation inspection, operator training, startup and performance testing of the complete MBR System including all MBR secondary treatment process materials and equipment provided to meet the performance based requirements. The Seller shall supply and deliver to the Village of Taos Ski Valley Wastewater Treatment Plant, 38 Ocean Boulevard, Village of Taos Ski Valley, New Mexico all equipment, appurtenances and associated materials required for a completely functioning system, as referenced in the Contract Documents.

Clean Water State Revolving Fund Requirements:

This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees are or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in 40CFR part 31 including the Davis Bacon Act requirements.

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

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at http://www.epa.gov/osbp/dbe_efforts.htm. The Bidder must make a good faith effort to solicit and hire Disadvantaged Business to meet the goals outlined in EPA XP-215. A good faith effort requires that the Seller: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid, 3) Submit with the bid proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid rejected.

Prospective Bidders may obtain the Bid Documents from the Issuing Office: FEI Engineers, Attn: Heather Harris, 1485 Florida Road #C206, Durango, CO 81301, (970) 247-0724. Hard copies may be obtained upon a refundable deposit of \$200 for one set of bidding documents consisting of one copy of the Project Manual. The shipping charge will depend on the method selected by the Bidder. Bidding documents in PDF format may be obtained at no expense via email request to heather.harris@feiengineers.com; however, the Bidder is responsible for scalability of the drawings. A large part of the communication regarding this procurement will be conducted by email. All interested Bidders shall provide a valid email address to receive correspondence.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Seller nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office

Bids shall include Bid security in the form of a certified or bank cashier's check or a Bid Bond in the amount of 5% of total Bid price. The Bidder to whom a Contract is awarded will be required to furnish Performance, Payment and Warranty Bonds.

Buyer: Village of Taos Ski Valley

By: Mark Fratrack, Village Administrator

Date: 11/28/16

**SECTION 00200
INSTRUCTION TO BIDDERS**

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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. Issuing Office: The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. Seller: The successful bidder who shall furnish and deliver the equipment specified. The Seller will be selected by the Buyer.
 - C. Buyer: Village of Taos Ski Valley.
 - D. Owner: Village of Taos Ski Valley.
 - E. Engineer: FEI Engineers, Inc.
 - F. Contractor: Contractor will be selected by the Owner. The Contractor shall unpack, assemble, and install MBR equipment furnished by the Seller as shown on the Drawings and as specified in the Contract Documents. In addition, the Contractor shall furnish and install additional equipment items, interconnecting piping, valves, instruments, power and control wiring, and all other appurtenances not provided by the Seller that are required to provide a complete and operable MBR treatment system. The Contractor shall be responsible for all coordination of the Seller-furnished items and other project work.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to advertisement to for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

- 3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, Bidder shall submit with Bid Package written evidence, such as financial data and previous experience identified below.
- A. 00413 – List of Suppliers and Materials
 - B. 00451 - Statement of Bidder's Qualifications
- 4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

- 5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.
- 5.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
 - B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
 - D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;

- E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
 - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - PRE-BID CONFERENCE

- 6.01 NOT USED.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing by emailing heather.harris@feiengineers.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 7 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to the Buyer in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the

Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods *or furnish Special Services within the Contract Times*, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The

corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

13.01 Base Bid with Alternates

- A. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to furnish the Goods and Special Services described in the Bidding Documents as the base, [to which work may be added] [from which work may be deleted] for sums stated in Alternate Bids. An "Alternate Bid" (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Goods and Special Services, as described in the Bidding Documents, is accepted.
- B. Bidder shall submit a Bid for the lump sum Base Bid, and include a separate Alternate Bid for each alternate described in the Bidding Documents as set forth in the Bid Form.
- C. For determination of the apparent low Bid, Bids will be compared on the basis of the aggregate amount of the Base Bid, plus (in the order of priority listed on the Bid Form) the additive Alternate Bids providing the most features of the Project within the funds determined by the Buyer to be available before Bids are opened. If the addition of another Alternate Bid in the listed order of priority would make the

aggregate amount exceed such available funds for all Bids, it will be skipped and the next subsequent Alternate Bid in a lower amount will be added if award thereon can be made within such funds.

- D. The listed order of priority for Alternates will be followed only for the determination of the apparent low Bid. After the determination of the apparent low Bid as stated, award in the best interest of the Project may be made to said Bidder on its Base Bid and any combination of its additive Alternate Bids for which Buyer determines funds will be available at the time of award, provided that the award on any such combination of Base Bid and additive Alternate Bids does not exceed the amount offered by any other Bidder for the same combination.
- E. The comparison of Bidders' data submitted with the Bid will include an evaluation of the information provided in Section 00452 Supporting Information and Evaluation Criteria. This contract will be awarded to the responsible Bidder whose bid is in the best interest of the project.

ARTICLE 14 - SUBMITTAL OF BID

- 14.01 An unbound copy of the Bid Form is to be completed and submitted with the Bid security. Also submit the following documents:
- A. Required Bid security in the form of Bid Bond or Cashier's Check.
 - B. 00413 - List of Suppliers and Materials
 - C. 00414 - XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
 - D. 00415 - XP-215 MBW / WBE / SBRA Utilization Form along with proof of solicitation
 - E. 00416 - XP-315 Davis Bacon Certification
 - F. 00417 - 5700-49 Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - G. 00418 - 6100-2 DBE Participation
 - H. 00419 - 6100-3 DBE Performance
 - I. 00420 - 6100-4 DBE Utilization
 - J. 00421 - American Iron and Steel CWSRF 314
 - K. 00422 - Statement of Intent to Pay Prevailing Wages

- L. 00430 - Bid Bond (or Cashier's Check)
- M. 00451 - Statement of Bidder's Qualifications
- N. 00452 – Supporting Information and Evaluation Criteria

14.02 A Bid shall be submitted no later than the date and time prescribed in the advertisement and to the address indicated below; electronic copies shall be uploaded to the web-based location provided and hard copies shall be enclosed in a plainly marked envelope. Both copies will include the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. Three hard copy bids shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED", and shall be addressed to 7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525. The hard copy bids must be postmarked by the date and time prescribed and received no later than two days afterward. NOTE: Due to the remote location of the Village, Bidder's shall plan on a minimum two day delivery system.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be non-responsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.
- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

- 19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 21 - SALES AND USE TAXES

21.01 NMGRT on materials and equipment to be incorporated in the work shall not be included in the Bid. NMGRT will be added to Seller's Application for Payment. The applicable tax rate is defined by the Village of Taos Ski Valley TIDD location code 20-430 and is a tax rate at 5.125%.

ARTICLE 22 - RETAINAGE

22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 23 - CONTRACT TO BE ASSIGNED

23.01 Bidder's attention is directed to the provisions of Paragraph 11.02 of the Agreement which provide for the assignment of the Contract to a construction contractor designated by the Buyer to construct the Village of Taos Ski Valley Wastewater Treatment Plant Improvements Project. Bidder should consider the application of the terms and conditions of the Contract Documents after assignment, and is advised of the duty to continue to perform the Contract after it has been assigned to the construction contractor. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

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SECTION 00201
NEW MEXICO LABOR DECISION

See the following pages for the New Mexico Labor Wage Decisions regarding the Public Works Prevailing Wage Rates.

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

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

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

TYPE "B" - GENERAL BUILDING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	21.77	3.98	0.50
Bricklayer/Blocklayer/Stonemason	23.32	7.30	0.50
Carpenter/Lather	23.40	8.18	0.50
Cement Mason	19.61	9.57	0.50
Electricians			
Outside Classifications			
Groundman	21.28	10.32	0.50
Equipment Operator	30.54	12.64	0.50
Lineman/Tech	35.93	13.98	0.50
Cable Splicer	39.52	14.88	0.50
Inside Classifications			
Wireman/Technician	29.90	9.75	0.50
Cable Splicer	32.89	9.84	0.50
Sound Classifications			
Installer	23.39	8.31	0.50
Technician	28.95	7.52	0.50
Soundman	27.01	8.31	0.50
Elevator Constructor	38.37	28.08	0.50
Elevator Constructor Helper	26.86	28.08	0.50
Glazier	20.15	3.65	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	16.00	5.18	0.50
Paper Hanger	16.00	5.18	0.50
Drywall Finisher/Taper	23.40	8.18	0.50
Plasterer	21.39	7.66	0.50
Plumber/Pipefitter	31.14	11.55	0.50
Roofer	15.18	0.50	0.50
Sheetmetal Worker	28.28	15.37	0.50
Soft Floor Layer	23.40	8.18	0.50
Sprinkler Fitter	27.95	17.87	0.50
Tile Setter	14.80	1.20	0.50
Tile Setter Helper	13.00	1.02	0.50
Laborers			
Group I	15.68	5.40	0.50
Group II	16.33	5.40	0.50
Group III	17.30	5.40	0.50
Group IV	19.53	5.40	0.50
Group V	17.60	5.40	0.50
Group VI	17.75	5.40	0.50
Operators			
Group I	19.57	6.00	0.50
Group II	21.53	6.00	0.50
Group III	21.95	6.00	0.50
Group IV	22.35	6.00	0.50
Group V	22.52	6.00	0.50
Group VI	22.71	6.00	0.50
Group VII	22.82	6.00	0.50
Group VIII	25.56	6.00	0.50
Truck Drivers			
Group I	14.76	6.25	0.50
Group II	15.00	6.25	0.50
Group III	15.50	6.25	0.50
Group IV	15.51	6.25	0.50
Group V	15.60	6.25	0.50
Group VI	15.75	6.25	0.50
Group VII	15.90	6.25	0.50
Group VIII	16.11	6.25	0.50
Group IX	16.32	6.25	0.50

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

TYPE "H" - HEAVY ENGINEERING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	18.50	3.31	0.50
Bricklayer/Blocklayer/StoneMason	23.32	7.30	0.50
Carpenter/Lather	23.40	8.62	0.50
Millwright/Piledriver	31.00	14.56	0.50
Cement Mason	20.50	9.24	0.50
Electricians			
Outside Classifications			
Groundman	21.28	10.57	0.50
Equipment Operator	30.54	12.98	0.50
Lineman/Tech	35.93	14.23	0.50
Cable Splicer	39.52	15.13	0.50
Inside Classifications			
Wireman/Tech	29.70	9.94	0.50
Cable Splicer	32.67	10.03	0.50
Glazier	20.15	3.65	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	21.17	6.53	0.50
Plumber/Pipefitter	31.14	11.55	0.50
Roofer	19.56	11.34	0.50
SheetmetalWorker	28.28	15.37	0.50
Operators			
Group I	17.67	5.83	0.50
Group II	18.76	5.83	0.50
Group III	19.41	5.83	0.50
Group IV	19.62	5.83	0.50
Group V	19.68	5.83	0.50
Group VI	19.82	5.83	0.50
Group VII	19.94	5.83	0.50
Group VIII	21.38	5.83	0.50
Group IX	26.45	5.83	0.50
Group X	29.35	5.83	0.50
Laborers			
Group I	18.00	5.05	0.50
Group II	19.18	5.05	0.50
Group III	19.53	5.05	0.50
Group IV	19.94	5.05	0.50
Group V	20.30	5.05	0.50
Group VI	19.03	5.05	0.50
Group VII	19.18	5.05	0.50
Group VIII	19.43	5.05	0.50
Group IX	19.63	5.05	0.50
Group X	20.30	5.05	0.50
Truck Drivers			
Group I	15.05	4.94	0.50
Group II	15.25	4.94	0.50
Group III	15.45	4.94	0.50
Group IV	15.65	4.94	0.50

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

SECTION 00202
DAVIS BACON GENERAL DECISION

See the following pages for the Federal Labor Wage Decisions regarding the Davis Bacon Act.

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General Decision Number: NM160051 01/08/2016 NM51

Superseded General Decision Number: NM20150051

State: New Mexico

Construction Type: Highway

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos and Union Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUNM2011-005 08/26/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Cibola, Ria Arriba.....	\$ 14.27	0.44
Guadalupe, Los Alamos, Colfax, Harding, Guay, Taos, Union.....	\$ 13.84	0.44
McKinley.....	\$ 13.51	0.44
Mora.....	\$ 14.44	0.44
San Miguel.....	\$ 13.93	0.44
CEMENT MASON/CONCRETE FINISHER		
Cibola.....	\$ 15.58	0.26
Colfax, Guadalupe, Harding, Los Alamos, McKinley, mora, Quay, Union.	\$ 15.07	0.26
Rio Arriba, San Miguel.....	\$ 15.58	1.54
Taos.....	\$ 14.98	0.26
ELECTRICIAN (Including Traffic Signal Installation).....		
	\$ 24.66	8.56

HIGHWAY/PARKING LOT STRIPING:

Includes Highway Line/Parking
Lot Line Striping and Line
Striping Truck Driver

Cibola.....	\$ 13.66	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 15.16	0.35
McKinley.....	\$ 14.55	0.35
Quay.....	\$ 16.37	0.26
San Miguel.....	\$ 15.31	0.35

INSTALLER: (Guardrails,
Handrails and Signs)

Cibola.....	\$ 12.35	0.35
Colfax.....	\$ 11.68	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.37	0.35
Quay.....	\$ 12.00	0.35

IRONWORKER, REINFORCING/REBAR

Cibola.....	\$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union.....	\$ 21.57	4.80
McKinley.....	\$ 22.44	5.85
Rio Arriba.....	\$ 21.98	6.03

IRONWORKER, STRUCTURAL.....	\$ 21.77	6.03
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LABORER

Asphalt Raker.....	\$ 14.39	0.35
Common or General		
Cibola.....	\$ 12.27	0.35
Colfax.....	\$ 9.60	0.35
Guadalupe, Los Alamos.....	\$ 11.83	0.35
Harding.....	\$ 11.57	0.35
McKinley.....	\$ 11.22	0.35
Mora.....	\$ 11.34	0.35
Quay.....	\$ 12.15	0.35
Rio Arriba.....	\$ 12.28	0.35
San Miguel.....	\$ 12.56	0.35
Taos.....	\$ 12.61	0.35
Union.....	\$ 10.89	0.35
Flagger/Cone Setter		
Cibola.....	\$ 13.14	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.15	0.99
McKinley.....	\$ 11.66	0.35
Quay.....	\$ 12.21	0.26
Grade Checker.....	\$ 14.67	1.60
MasonTender-		
Brick/Cement/Concrete		
Cibola, Colfax,		

Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, San Miguel, Taos, Union.....	\$ 13.04	1.78
Rio Arriba.....	\$ 13.33	1.97
Pipelayer.....	\$ 16.99	0.35

PAINTER (Brush, Roller and Spray)

Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos, Union.....	\$ 15.06	0.44
McKinley.....	\$ 14.15	0.44

POWER EQUIPMENT OPERATOR:

Asphalt/Concrete Paver, Laydown Machine, and Plant..	\$ 16.43	1.51
Backhoe/Excavator/Trackhoe		
Cibola, Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.80	0.26
Harding.....	\$ 20.74	0.26
McKinley.....	\$ 16.70	0.26
Quay.....	\$ 16.27	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom Operator.....	\$ 15.72	0.26
Bulldozer		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.97	0.26
Quay.....	\$ 14.89	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 17.48	0.26
Quay.....	\$ 19.50	0.26
Loader (Front End)		
Cibola, Guadalupe, Los Alamos, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.27	0.26
Colfax.....	\$ 15.72	0.26
Harding.....	\$ 19.37	0.26
McKinley.....	\$ 16.13	0.26
Mora.....	\$ 16.21	0.26
Quay.....	\$ 16.10	0.26
Mechanic.....	\$ 17.48	0.26
Milling Machine.....	\$ 16.89	0.26
Oiler.....	\$ 14.29	0.26
Piledriver		
Cibola, Colfax,		

Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union....	\$ 15.87	0.26
McKinley.....	\$ 14.95	0.26
Quay.....	\$ 15.99	0.26
Roller (Asphalt and Dirt)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.39	0.98
McKinley.....	\$ 16.49	0.26
Quay.....	\$ 14.74	0.26
Rotomill.....	\$ 15.80	0.26
Scraper.....	\$ 15.91	0.26
Screed.....	\$ 15.96	0.26
Tractor.....	\$ 16.84	0.26
Trencher.....	\$ 16.26	0.26
TRUCK DRIVER		
Distributor.....	\$ 13.56	0.26
Dump Truck		
Cibola, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 14.75	0.26
Colfax, San Miguel.....	\$ 13.24	0.26
McKinley.....	\$ 13.15	0.26
Quay.....	\$ 15.20	0.26
Flatbed Truck		
Cibola.....	\$ 12.71	0.26
Colfax, Guadalupe, Harding, Los Alamos, Mora, Taos, Union.....	\$ 13.27	0.26
McKinley.....	\$ 13.55	0.26
Quay, San Miguel.....	\$ 13.30	0.26
Rio Arriba.....	\$ 12.95	0.26
Pickup and Pilot Car.....	\$ 12.74	0.26
Semi-Trailer Truck.....	\$ 16.58	0.26
Tractor Haul Truck.....	\$ 14.00	
Water Truck.....	\$ 13.13	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

□

General Decision Number: NM160038 11/04/2016 NM38

Superseded General Decision Number: NM20150038

State: New Mexico

Construction Type: Building

Counties: Cibola, Guadalupe, Harding, Mora, Quay and Taos
Counties in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016
2	07/08/2016
3	07/22/2016
4	10/07/2016
5	11/04/2016

CARP1245-003 06/01/2014

Quay

	Rates	Fringes
Carpenter		
Drywall Hanging Only.....	\$ 23.40	8.42

CARP1319-006 06/01/2014

Cibola

	Rates	Fringes
CARPENTER		
Drywall Hanging Only.....	\$ 23.40	8.42

CARP1353-008 06/01/2014

Guadalupe, Harding, Mora, and Taos

	Rates	Fringes
CARPENTER		
Drywall Hanging Only.....	\$ 23.40	8.42

 * ELEC0611-019 07/01/2016

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 29.50	10.44

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

 ENGI0953-008 06/01/2016

	Rates	Fringes
Power Equipment Operator		
(2) Roller(Dirt and Grade		
Compaction).....	\$ 21.97	6.10
(4) Bobcat/Skid Loader.....	\$ 22.81	6.10

 IRON0495-010 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
ORNAMENTAL.....	\$ 26.50	14.04

 LABO0016-005 06/01/2009

	Rates	Fringes
Laborer, Mason Tender Brick		
(3).....	\$ 17.06	4.86

 PAIN0823-007 04/01/2014

	Rates	Fringes
PAINTER: Brush and Roller,		
Excludes Drywall		
Finishing/Taping.....	\$ 14.00	5.03

 PLUM0412-007 04/01/2016

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.76	12.68
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 31.76	12.68

 SHEE0049-012 04/01/2015

	Rates	Fringes
Sheet Metal Worker (HVAC Duct and System Installation Only)....	\$ 30.17	15.86

 SUNM2010-019 11/09/2010

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 12.00	0.00
BOILERMAKER.....	\$ 21.77	3.98
BRICKLAYER.....	\$ 20.80	5.10
CARPENTER (Batt Insulation Only).....	\$ 26.07	5.96
CARPENTER (Form Work Only).....	\$ 18.80	5.61
CARPENTER, Excludes Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, and Form Work.....	\$ 19.27	4.29
CEMENT MASON/CONCRETE FINISHER...\$	16.27	3.94
DRYWALL FINISHER/TAPER.....\$	18.34	4.38
FLOOR LAYER: Carpet.....\$	18.05	4.49
GLAZIER.....\$	20.15	3.63
IRONWORKER, REINFORCING.....\$	19.75	8.71
LABORER: Asphalt Raker.....\$	10.25	0.00
LABORER: Common or General.....\$	12.99	3.56
LABORER: Landscape & Irrigation.....\$	12.42	1.47
LABORER: Mason Tender - Cement/Concrete.....\$	11.51	0.85
LABORER: Pipelayer.....\$	13.78	2.20

OPERATOR: Backhoe.....	\$ 18.79	3.47
OPERATOR: Crane.....	\$ 24.38	4.60
OPERATOR: Forklift.....	\$ 20.86	4.60
OPERATOR: Grader/Blade.....	\$ 20.33	4.94
OPERATOR: Loader (Front End)....	\$ 19.76	4.84
PAINTER: Spray (Excludes		
Drywall Finishing/Taping).....	\$ 15.47	2.09
PLASTERER.....	\$ 17.65	5.29
ROOFER.....	\$ 18.84	0.00
SHEET METAL WORKER, Excludes		
HVAC Duct and Unit		
Installation.....	\$ 22.01	9.65
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 20.00	4.16
TILE FINISHER.....	\$ 14.02	0.00
TILE SETTER.....	\$ 14.30	1.02
TRUCK DRIVER: Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.91	3.13
TRUCK DRIVER: Water Truck.....	\$ 15.16	4.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: NM160009 11/04/2016 NM9

Superseded General Decision Number: NM20150009

State: New Mexico

Construction Type: Heavy

County: Taos County in New Mexico.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	07/22/2016
2	11/04/2016

* ELEC0611-010 07/01/2016

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 29.50	10.44

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

IRON0495-003 06/01/2016

Rates	Fringes
-------	---------

IRONWORKER
 Structural and Reinforcing..\$ 26.50 14.04

 SUNM2009-003 09/14/2010

	Rates	Fringes
CARPENTER.....	\$ 22.26	6.20
LABORER: Common or General.....	\$ 13.26	0.35
LABORER: Flagger.....	\$ 10.90	0.00
OPERATOR: Backhoe.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 18.79	2.35
OPERATOR: Loader (Front End)....	\$ 17.43	0.26
OPERATOR: Scraper.....	\$ 14.03	0.00
PLUMBER.....	\$ 26.27	7.69
TRUCK DRIVER: Dump Truck.....	\$ 11.90	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.72	5.25

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SECTION 00203
POSTER: EMPLOYEE RIGHTS UNDER THE DAVIS BACON ACT

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Village of Taos Ski Valley
7 Firehouse Road, P.O. Box 100
Taos Ski Valley, NM 87525

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

 **1-866-4-USWAGE** 
(1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

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**SECTION 00400
BID FORM**

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ARTICLE 1 – BID RECEIPT

1.01 This Bid is submitted to:

Village of Taos Ski Valley
7 Firehouse Road
P.O. Box 100
Taos Ski Valley, NM 87525

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder’s judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will furnish documents necessary to evaluate Bidder’s ability to achieve Performance requirements identified in the Procurement Documents with the Bid.
- 5.02 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

BASE BID MBR SYSTEM \$ _____

Base Bid Items Subtotals:

- 1. MBR Membrane Trains \$ _____
- 2. MBR Biologic Process Equipment Systems \$ _____
- 3. SCADA System \$ _____

NMGRT @ 5.125% \$ _____

TOTAL BASE BID MBR SYSTEM \$ _____

ADDITIVE ALTERNATES:

- 1 Temporary Treatment MBR, Delivery & Start-up \$ _____
- 2. Temporary Treatment MBR, Monthly Rental \$ _____
- 3. Shelf Spare MBR Cassette \$ _____
- 4. High Efficiency Aeration Tank Diffuser System \$ _____
- 5. Value Added Option(s) \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond or Cashier's Check.
- B. 00413 - List of Suppliers and Materials
- C. 00414 - XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
- D. 00415 - XP-215 MBW / WBE / SBRA Utilization Form along with proof of solicitation
- E. 00416 - XP-315 Davis Bacon Certification
- F. 00417 - 5700-49 Certification Regarding Debarment, Suspension and Other Responsibility Matters
- G. 00418 - 6100-2 DBE Participation
- H. 00419 - 6100-3 DBE Performance
- I. 00420 - 6100-4 DBE Utilization
- J. 00421 - American Iron and Steel CWSRF 314
- K. 00422 - Statement of Intent to Pay Prevailing Wages
- L. 00430 - Bid Bond
- M. 00451 - Statement of Bidder's Qualifications
- N. 00452 – Supporting Documentation and Evaluation Criteria

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 Bidder is:

INDIVIDUAL

Name of Owner: _____

Signature: _____

Doing Business As: _____

Address: _____

Phone: _____

Email: _____

PARTNERSHIP

Partnership Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

(Signature of general partner - attach evidence of authority to sign)

Name: _____

Title: _____

SEAL

CORPORATION

Corporation Name: _____

State of Organization: _____

Type of Organization: _____

(General Business, Professional, Service, etc.)

Address: _____

Phone: _____

Email: _____

Signature: _____

(Signature - attach evidence of authority to sign)

Name: _____

Title: _____

SEAL

Attest Signature: _____

Name: _____ Title: _____

LIMITED LIABILITY COMPANY

LLC Name: _____

State of Organization: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

(Signature of general partner - attach evidence of authority to sign)

Name: _____ Title: _____

JOINT VENTURE

State of Organization: _____

Form of Organization: _____

Joint Venturer Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

(Signature - attach evidence of authority to sign)

SEAL

Joint Venturer Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

(Signature - attach evidence of authority to sign)

SEAL

Joint Venturer Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

(Signature - attach evidence of authority to sign)

SEAL

** Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above

This page intentionally blank.

SELLER

Seller's Name

By: _____
Signature

Date: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

SEAL

*Place title of subcontractor specialty

**Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

A = Less than \$2,000

B = Equal to or greater than \$2,000 but less than \$10,000

C = Equal to or greater than \$10,000 but less than \$100,000

D = Equal to or greater than \$100,000

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**SECTION 00414
EPA XP-211 BIDDER'S CERTIFICATION**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-211. Bidder must also include with the form proof of solicitation (i.e. newspaper advertisement, letters of solicitation, etc.)

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SECTION 00415

**EPA XP-215 MBW/WBE/SBRA UTILIZATION INFORMATION SHEET WITH GOOD
FAITH EFFORTS TO HIRE MBE/WBE/SBRA DOCUMENTATION**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-215.

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SECTION 00416
EPA XP-315 DAVIS BACON CERTIFICATION

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-315.

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SECTION 00417
5700-49 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 05700-49.

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SECTION 00418
6100-2 DBE SUBCONTRACTOR PARTICIPATION FORM

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 6100-2.

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SECTION 00419
6100-3 DBE SUBCONTRACTOR PERFORMANCE FORM

Refer to SECTION 00801US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 6100-3.

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SECTION 00420
6100-4 DBE SUBCONTRACTOR UTILIZATION FORM

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 6100-4.

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**SECTION 00421
AMERICAN IRON AND STEEL CWSRF 314**

Funds made available from a State water pollution control revolving fund program also known as the Clean Water State Revolving Loan Fund (CWSRF) may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.

1.1 DEFINITION OF IRON AND STEEL PRODUCTS

- A. In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
1. The Borrower shall comply with all applicable provisions of Section 608 of the Federal Water Pollution Control Act (FWPCA) also known as the Clean Water Act (CWA) and related State Revolving Fund (SRF) Policy Guidelines found at http://water.epa.gov/grants_funding/aisrequirement.cfm, which includes the requirement that all of the iron and steel products used in the Project are to be produced in the United States unless:
 - a. the Borrower has requested and obtained a waiver from EPA pertaining to the Project; or
 - b. NMED has otherwise advised the Borrower in writing that the AIS Requirement is not applicable to the Project.
 2. The Borrower shall comply with all AIS record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or NMED such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that:
 - a. each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and
 - b. failure to comply with the Clean Water Act and this Agreement may be a default hereunder and/or result in other remedial actions.

1.2 EFFECTIVE DATE

- A. This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014. The effective date for the newly codified provision is the date of enactment of the WRRDA, or June 10, 2014.

AIS CWSRF 314 - AMERICAN IRON AND STEEL CERTIFICATION
ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

Date

SECTION 00422

STATEMENT OF INTENT TO PAY PREVAILING WAGES

*TO BE COMPLETED BEFORE CONSTRUCTION STARTS - ALL FIELDS ARE REQUIRED.
FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAYS OF AWARD*

General Seller Information		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	Email:
Estimated Start Date:	State Wage Decision Number:	
Project Title:	Project Physical Address:	
Total Contract Amount:	Estimated Completion Date:	
Print Name:	General Seller Signature:	
Subcontractor Information		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	Email:
Sub Contract Amount:	Start date on this project:	
Print Name:	Subcontractor Signature:	
2nd, 3rd, etc. Tier SubContractor Information		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	Email:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that Sellers who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

Seller's Signature

Date

INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES

SELLER

1. Enter Seller information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter Seller's contract amount.
7. All Statements must be sent to the Contracting Agency.

SUBCONTRACTOR

1. Enter Seller information, but Seller signature is not needed.
2. Enter subcontractor information as indicated and provide signature.
3. Enter subcontractor contract amount.

NOTE: A separate signed form is needed for each subcontractor.

2ND TIER SUBCONTRACTOR

1. Enter Seller information, but Seller signature is not needed.
2. Enter subcontractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier subcontractors contract amount.

3RD TIER AND HIGHER SUBCONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier subcontractor information under the 2nd tier

**SECTION 00430
BID BOND**

Any singular reference to Bidder, Surety, Buyer, or other party shall be considered plural where applicable.

BIDDER *(name and address)*:

SURETY *(name and address of principal place of business)*:

BUYER *(name and address)*:

Village of Taos Ski Valley

7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525

BID

Bid Due Date:

Description *(Name and location)*:

BOND

Bond Number:

Date:

Penal Sum:

(Words)

(Figures)

\$

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

By: _____
Signature

Print Name

Title Date

Attest: _____
Signature

Print Name

Title Date

(Seal)

SURETY

By: _____
Signature *(attach power of attorney)*

Print Name

Title Date

Attest: _____
Signature *(attach power of attorney)*

Print Name

Title Date

(Seal)

Notes: (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Buyer upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Buyer's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Buyer accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Buyer, or
 - 3.3 Buyer fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Buyer, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Buyer and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 calendar days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SECTION 00451
QUALIFICATIONS STATEMENT**

*THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS*

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. SUBMITTED TO:

Village of Taos Ski Valley

3. SUBMITTED FOR:

Buyer: Village of Taos Ski Valley

Project Name: Procurement of MBR Equipment for the WWTP
Improvements Project

Type of Work: _____

4. BIDDER'S CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

President: _____

Vice President(s): _____

Treasurer: _____

Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner:

Name: _____

Address: _____

Joint Venture Managing Partner:

Name: _____

Address: _____

Joint Venture Managing Partner:

Name: _____

Address: _____

7. LICENSING:

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS:

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other: _____

9. BONDING INFORMATION:

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of submittal date: _____

10. FINANCIAL INFORMATION:

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

**** INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS**

11. RELATED EXPERIENCE:

- A. Current Experience: List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately)
- B. Previous Experience: List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately)
- C. Has firm listed in Section 1 ever failed to complete a contract awarded to it?
 YES NO If YES, attach as an Attachment details including Project Owner's contact information.
- D. Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?
 YES NO If YES, attach as an Attachment details including Project Owner's contact information.
- E. Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?
 YES NO If YES, attach as an Attachment details including Project Owner's contact information.

12. REFERENCES:

- A. Provide minimum of 3 references. All references shall be for similar United States projects, both in size and complexity. List name, address and telephone number for each reference, provide the cost for the material and equipment supplied, total construction cost, basis of design, process narrative, years in operation, MLSS concentration, operating temperatures, effluent quality achieved and desired, and other information pertinent to the Bidder evaluation process.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BIDDER

Firm Name

By:

Signature

Print Name

Date

Title

Attest:

Signature

Print Name

Date

Title

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. List of References.
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Additional items as pertinent.

**SCHEDULE A
CURRENT EXPERIENCE**

PROJECT NAME	OWNER'S CONTACT PERSON	DESIGN ENGINEER	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK	PERCENT COMPLETE
	Name: Address: Telephone:	Name: Company: Telephone:					
	Name: Address: Telephone:	Name: Company: Telephone:					
	Name: Address: Telephone:	Name: Company: Telephone:					
	Name: Address: Telephone:	Name: Company: Telephone:					
	Name: Address: Telephone:	Name: Company: Telephone:					
	Name: Address: Telephone:	Name: Company: Telephone:					
	Name: Address: Telephone:	Name: Company: Telephone:					

**SCHEDULE B
PREVIOUS EXPERIENCE
(Include ALL Projects Completed within last 5 years)**

PROJECT NAME	OWNER'S CONTACT PERSON	DESIGN ENGINEER	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SECTION 00452
SUPPORTING INFORMATION AND EVALUATION CRITERIA

ARTICLE 1 - SUPPORTING INFORMATION:

1.01 The Bid shall include the following Supporting Information:

A. Technical Approach:

1. Provide a project understanding and narrative approach for completing the project. Include a description of design and equipment attributes that are uniquely beneficial.
 - a. If a nitrate stream recycle (IMLR) is not proposed and the Seller wishes to propose a single recycle stream from the membranes to the anoxic basin, documentation (from reference facilities employing the MLE process for nitrification-denitrification) with information on DO maintained in the membrane tank, the performance of the system in meeting TN limits, etc. shall be provided.
2. Complete the following tables:
 - b. Table 1 Design Criteria,
 - c. Table 2 Chemical Costs,
 - d. Table 3 Power Consumption,
 - i) On a separate page, Bidder shall submit anticipated aeration energy requirement for the proposed MBR system (lb oxygen delivered/ HP-hr and corresponding duty HP required to deliver required oxygen).
 - e. Table 4 Labor and Maintenance, and
 - f. Table 5 Net Present Value.
3. Data Sheets/Bill of Materials: Include data sheets for all equipment including a complete equipment list providing manufacturer, model number, capacity/sizing, quantity, power required, and control method for each component; Equipment; General Arrangement Drawings; catalog cut sheets; and a complete Bill of Materials.
4. Warranties: Provide preliminary copies of equipment warranties.
5. Drawings: Provide scaled AutoCAD drawings of the proposed system, complete with equipment and tankage, and appurtenances such as valves, gates, etc. necessary to illustrate a complete and operating MBR system. Provide

system General Arrangement Drawings and Process and Instrumentation Diagrams for the proposed system and shall clearly notate limits in piping, valving, instrumentation, and SCADA scopes.

6. Process Modeling: Include BioWin computer modeling output reports. Bidder shall also be prepared to electronically transmit the BioWin model file to the Engineer.
7. Regulatory Approvals: If available, Bidders are encouraged to provide regulatory agency approval documentation for reduction/removal of pathogens across the membranes.

B. Managerial Approach:

1. Provide management processes and procedures to be used on the project.

C. Intellectual property or proprietary rights:

1. Bidder shall identify all intellectual and/or proprietary rights asserted as part of the services or products to be provided.

ARTICLE 2 - EVALUATION CRITERIA

2.01 The Bids shall be evaluated based upon the best interests of the project. Criteria shall include:

- A. Evaluation of information identified in Article 1 – Supporting Information.
- B. Bidder supplied provided NPV will be adjusted to include estimated construction cost for the proposed system arrangement.
- C. Capital Cost.
- D. Statement of Qualifications.

**Table 1 - Design Criteria
Village of Taos Ski Valley - WWTF Improvements**

Parameter (Ox) Oxidic - (Ax) Anoxic	Flows, Q (MGD)					
	M MDF 0.31	AADF 0.2	Short-Term Flow, 0.15	Startup Flow, 0.09	Off Season Flow, 0.05	PPF, 0.44
Design Temp C						
Total Ox Basins Vol, gals						
Total Ax Basins Vol, gals						
Ox SRT, days						
Ax SRT, days						
SRT safety factor						
Total SRT, days						
Ox HRT, hrs						
Ax HRT,hrs						
Biological Calculations						
Ox MLSS Conc. mg/L						
Ax MLSS Conc. mg/L						
MBR MLSS Conc. mg/L						
MLVSS/MLSS						
F:M ratio						
Yield (lb TSS/lb BOD)						
Membrane flux rate, g/sf/d						
MBR (RAS) Recycle Rate, xQ						
Nitrate (MLE-Type) Recycle Rate, xQ						
Biological Sludge Production, lbs/day						
Chemical Sludge production, lbs/day						
Total Sludge Production, lbs/day						
Alum, gpd						
Micro-C, gpd						
Air Calculations						
Alpha						
Beta						
AOR, lbs/day						
SOR, lbs/day						
Ox-SOTE, %						
MBR- SOTE, %						
Ox-D.O. Conc. mg/L						
MBR-D.O. Conc. mg/L						
Membrane Air Scour rate						
Type of Diffuser- Ox						
Type of Diffuser- MBR						
lb. Air delivered/HP-hr						
hp/1000 gallons, hp						
BioWin model, Y/N						
Drawings, Y/N						

**Table 2 - Chemical Costs
Village of Taos Ski Valley - WWTF Improvements**

Basis of Calculations

Sodium Hypochlorite (12.5%) \$0.10/lb
 Oxalic Acid (100%) \$0.50/lb
 Citric Acid (50%) \$0.50/lb
 Alum (sp gr 1.2) \$0.06/lb
 Micro C \$5.95/gal
 Alkalinity (50% Caustic) \$0.89/gal

		Daily Flow Rate (MGD)				
		0.09	0.15	0.2	0.31	0.44
CIP, Sodium Hypochlorite						
Volume of Dilute Solution	gal					
Volume of Sodium Hypo	gal					
Concentration of Dilute Solution	%					
Cleaning Frequency	times/year					
Chemical Cost per Clean	\$/time					
CIP, Citric Acid or Oxalic Acid						
Volume of Dilute Solution	gal					
Volume of Citric Acid or Oxalic Acid	gal					
Concentration of Dilute Solution	%					
Cleaning Frequency	times/year					
Chemical Cost per Clean	\$/time					
Phosphorus Removal, Alum						
Mass Loading per Day	gal/day					
Unit Cost	\$/lb					
Cost per Day	\$/day					
Micro C						
Mass Loading per Day	gal/day					
Unit Cost	\$/lb					
Cost per Day	\$/day					
Alkalinity						
Mass Loading per Day	gal/day					
Unit Cost	\$/lb					
Cost per Day	\$/day					

**Table 3 - Power Consumption
Village of Taos Ski Valley - WWTF Improvements**

Basis of Calculations: Electricity \$0.13/kWh

Description:	MGD	Daily Flow Rate (MGD)				
		0.09	0.15	0.2	0.31	0.44
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity (e.g. gpm, scfm, gallons)						
kWhrs per Day	kWh/day					
Daily Cost	\$/day					
Description:	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWhrs per Day	kWh/day					
Daily Cost	\$/day					
Description:	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWhrs per Day	kWh/day					
Daily Cost	\$/day					
Description:	MGD	0.09	0.15	0.2	0.31	0.44
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWh per Day	kWh/day					
Daily Cost	\$/day					
TOTAL LOAD (HP)						

**Table 4 - Labor and Maintenance
Village of Taos Ski Valley - WWTF Improvements**

Basis of Calculations: Operator Wage \$25/hr, Life Cycle 30 Years

		Average Annual MGD		
		0.09	0.15	0.2
Labor Requirements				
Daily Oversight	hrs/yr			
CIP, each time	hrs/yr			
Blowers oil & filter change	hrs/yr			
Pumps inspection & lube	hrs/yr			
Instrumentation calibration & cleaning	hrs/yr			
Sampling	hrs/yr			
Mixers seal replacement	hrs/yr			
Operator Hourly Wage	\$/yr	\$25	\$25	\$25
Total Labor Annual Cost	\$/yr			

		Average Annual MGD		
		0.09	0.15	0.2
Maintenance				
Blower 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Blower 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Pump 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Pump 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Pump 3				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Mixer 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			

		Average Annual MGD		
Maintenance		0.09	0.15	0.2
Mixer 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Diffusers 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Diffusers 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Instrumentation				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Membranes				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Other				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Other				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Total equivalent maintenance cost per year	\$/yr			

**Table 5 - Net Present Value
Village of Taos Ski Valley - WWTF Improvements**

Basis of Calculations

Life Cycle 30 years, Inflation Rate 2%, Discount Rate 5%

Assume Average Annual Flow occurs for 24-hrs/day, 365-days/year

Years 1-10 Average Annual Flow is 0.09 MGD

Years 11-20 Average Annual Flow is 0.15 MGD

Years 21-30 Average Annual Flow is 0.2 MGD (includes PPF of 0.44 MGD and MMDF of 0.21 MGD)

		Average Annual MGD		
		0.09	0.15	0.2
Chemical Costs				
CIP, Sodium Hypochlorite	\$/yr			
CIP, Citric Acid or Oxalic Acid	\$/yr			
Phosphorus Removal, Alum	\$/yr			
Micro C	\$/yr			
Alkalinity	\$/yr			
Annual Chemical Costs	\$/yr			
Annual Power Costs	\$/yr			
Annual Labor Costs	\$/yr			
Annual Maintenance Costs	\$/yr			
Total Annual O&M (2016 costs)	\$/yr			

Annual Operating Costs		Average Annual MGD		
Inflation Rate	2%	0.09	0.15	0.2
Year 1		\$	-	-
Year 2		\$	-	-
Year 3		\$	-	-
Year 4		\$	-	-
Year 5		\$	-	-
Year 6		\$	-	-
Year 7		\$	-	-
Year 8		\$	-	-
Year 9		\$	-	-
Year 10		\$	-	-
Year 11		-	\$	-
Year 12		-	\$	-
Year 13		-	\$	-
Year 14		-	\$	-
Year 15		-	\$	-
Year 16		-	\$	-

Annual Operating Costs		Average Annual MGD		
Inflation Rate	2%	0.09	0.15	0.2
Year 18		-	\$	-
Year 19		-	\$	-
Year 20		-	\$	-
Year 21		-	-	\$
Year 22		-	-	\$
Year 23		-	-	\$
Year 24		-	-	\$
Year 25		-	-	\$
Year 26		-	-	\$
Year 27		-	-	\$
Year 28		-	-	\$
Year 29		-	-	\$
Year 30		-	-	\$

Capital Cost (Base Bid)	\$
Discount Rate	5%
10-Year NPV	\$
20-Year NPV	\$
30-Year NPV	\$

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**SECTION 00510
NOTICE OF AWARD**

Buyer: Village of Taos Ski Valley

Seller: _____

Engineer: FEI Engineers, Inc.

Project: Wastewater Treatment Plant Improvements

TO BIDDER:

You are notified that Buyer has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, Alternates, or Sections of Work Awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

_____ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 calendar days of the date of receipt of this Notice of Award:

1. Deliver to Buyer _____ counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Buyer to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 calendar days after you comply with the above conditions, Buyer will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

BUYER

Village of Taos Ski Valley

Buyer's Name

By:

Signature

Date

Mark Fratrack

Print Name

Village Administrator

Title

Copy: Engineer

**SECTION 00520
AGREEMENT BETWEEN BUYER AND SELLER**

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THIS AGREEMENT is by and between Village of Taos Ski Valley (“Buyer”) and _____ (“Seller”).

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are described in Section 01110 Summary of Goods and Special Services, Section 01270 Definition of Schedule of Values, and as further specified and defined in Divisions 1 and 11 of the technical specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

A. Description of Project:

1. The project consists of improvements to and expansion of the existing wastewater treatment facility. The project components will include the existing headworks, concrete equalization basin, WAS storage tanks, existing secondary treatment process building structure, process tankage and piping systems, disinfection system and outfall. Work will include existing building system improvements including excavation, backfill, compaction and concrete footers, slabs and tankage for the a portion of the MBR system, MCC room, control room and bathroom, including heating and lighting systems; headworks improvements including installation of a 2 mm mechanical fine screen, influent channel and flume modifications, the MBR system materials and equipment, process piping, valves and ancillary equipment; chemical feed and storage systems necessary for the process treatment; removal and replacement of the existing WAS storage tanks, connection to the outfall pipe and new outfall structure, site access road construction, site drainage and erosion control, and all associated materials, equipment and appurtenances required for a completely functioning system as identified in the performance based Procurement Contract Documents.
2. The Work covered by this performance based Procurement includes supply and shipment of the complete MBR System. The MBR system (along with ancillary processes, materials and components) will be off-loaded and installed by a Contractor under a separate Contract.

B. Work Covered by Contract Documents:

1. This Procurement is performance based. The Seller will be responsible for the fabrication, supply, shipment, off-loading recommendations and coordination,

installing Contractor coordination and installation inspection, operator training, startup and performance testing of the complete MBR System including all MBR secondary treatment process materials and equipment provided to meet the performance based requirements. The Seller shall supply and deliver to the Village of Taos Ski Valley Wastewater Treatment Plant, 38 Ocean Boulevard, Village of Taos Ski Valley, New Mexico all equipment, appurtenances and associated materials required for a completely functioning system, as referenced in the Contract Documents.

ARTICLE 3 – ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by FEI Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

4.01 The Point of Destination is designated as: 38 Ocean Boulevard, Taos Ski Valley, NM 87525.

ARTICLE 5 – CONTRACT TIMES

5.01 Time of the Essence

A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 Milestones

A. *Date for Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's review and approval on or before June 12, 2018. It is the intent of the parties that (1) Engineer conduct such review and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 30 days of Seller's submittal of such Shop Drawings and Samples; and (2) resubmittals be limited whenever possible. If more than one resubmittal is necessary for reasons not the fault and beyond the control of Seller, then Seller shall be entitled to seek appropriate relief under Paragraph 7.02.B of the General Conditions.

B. *Date for Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) November 27, 2018.

C. *Days for Furnishing Special Services:* The furnishing of Special Services to Buyer that include installation, start up, and performance services will commence within

120 days (June 2019) after Buyer's acknowledgement of receipt of delivery of the Goods, and shall be completed within 60 days (September 2019) thereafter.

5.03 Buyer's Final Inspection

- A. *Date for Final Inspection:* Buyer shall make its final inspection of the Goods pursuant to Paragraph 8.01.C of the General Conditions on or before September 17, 2019. This date shall be adjusted equitably if Seller fails to deliver the Goods or furnish Special Services in compliance with the Milestones established in Paragraphs 5.02.B and 5.02.C of this Agreement.

5.04 Liquidated Damages

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$200 for each day that expires after the time specified in Paragraph 5.02.B for delivery of acceptable Goods.

ARTICLE 6 – CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

- A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payment

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments; Retainage

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows (refer to the attached MBR Procurement Schedule Gantt Chart):
1. Two percent (2%) upon Notice to Proceed.
 2. Two percent (2%) upon completion of the 60% design milestone.

3. Three percent (3%) upon completion of the final design milestone.
4. Two percent (2%) upon delivery of all submittals
5. Three percent (3%) upon approval of all submittals.
6. Fifty percent (50%) upon delivery of goods to point of destination.
7. Eight percent (8%) upon successful start-up of the equipment.
8. Twenty-five percent (25%) upon successful completion of the project performance testing.
9. Five percent (5%) upon final completion of the project.

7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
 - A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained

from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to _____, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. Other bonds.
 - 5. _____ (pages _____ to _____, inclusive).
 - 6. General Conditions (pages _____ to _____, inclusive).
 - 7. Supplementary Conditions (pages _____ to _____, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings, consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title: _____.
 - 10. Addenda (numbers _____ to _____, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.
 - c. Seller's Bid, solely as to the prices set forth therein (pages _____ to _____, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages _____ to _____, inclusive);

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Order(s);
 - c. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 Assignment of Contract

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 1. The Contract will be executed in the name of Buyer initially, and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor, which is expected to occur on or about April 11, 2018. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and,

in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.

- b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 Limitations

- A. Buyer and Seller waive against each other, and against the other’s officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

11.07 Other Provisions:

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Buyer: Village of Taos Ski Valley

Seller: _____

By: _____

By: _____

[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notice:

Address for giving notice:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative

Designated Representative

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

This page intentionally blank

**EXHIBIT A-1 to Agreement
Between Buyer and Seller dated __**

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between _____ (“Buyer”) and
_____ (“Seller”)
for furnishing Goods and Special Services under the Contract Documents entitled

is hereby assigned, transferred, and set over to _____
 (“Construction Contractor”). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Buyer
By: _____
(Signature) (Title)

**ASSIGNMENT
ACKNOWLEDGED AND ACCEPTED BY:**

(If Seller is a corporation, attach evidence of authority to sign.)

Seller
By: _____
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

Construction Contractor
By: _____

**EXHIBIT A-2 to Agreement Between
Buyer and Seller dated: _____**

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled _____ by and between _____ ("Buyer") and _____ ("Seller") may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____
Signature and Title
(Attach Power of Attorney)

**SECTION 00550
NOTICE TO PROCEED**

Buyer: Village of Taos Ski Valley

Seller: _____

Engineer: FEI Engineers, Inc.

Project: Wastewater Treatment Plant Improvements

TO SELLER:

Buyer hereby notifies Seller that the Contract Times under the above Contract will commence to run on _____. [see Paragraph 4.01 of the General Conditions]

On that date, Seller shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is ____ and the number of calendar days to achieve readiness for final payment is ____.

Before starting any Work at the Site, Seller must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

SELLER

BUYER

Seller's Name

Buyer's Name

By: _____
Signature

By: _____
Signature

Date

Date

Print Name

Print Name

Title

Title

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

Copy: Engineer

This page intentionally blank.

SECTION 00610
PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer, or other party shall be considered plural where applicable.

SELLER *(name and address)*:

SURETY *(name and address of principal place of business)*:

BUYER *(name and address)*:

Village of Taos Ski Valley

7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525

CONTRACT

Effective Date: _____

Amount: \$ _____

Description *(Name and location)*: _____

BOND

Bond Number: _____

Date: _____

(not earlier than Contract date)

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

SELLER

SURETY

Seller's Name

Surety's Name

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____
(Attach Power of Attorney)

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

SEAL

SEAL

(Space is provided below for signatures of additional parties, if required.)

Seller's Name

By: _____
Signature

Date: _____
Print
Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

SEAL

Surety's Name

By: _____
Signature

Date: _____
Print
Name: _____

Title: _____
(Attach Power of Attorney)

Address: _____

Phone: _____

Email: _____

SEAL

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
 - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
 - a. Surety in accordance with the terms of the Contract;
 - b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or

- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
 - a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or
 - b. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. the responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If

the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. *Balance of the Contract Price:* The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.

12.2. *Contract:* The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.

12.3. *Seller Default:* Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. *Buyer Default:* Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

SECTION 00610
PERFORMANCE BOND FOR PROCUREMENT CONTRACTS

Any singular reference to Seller, Surety, Buyer, or other party shall be considered plural where applicable.

SELLER *(name and address)*:

SURETY *(name and address of principal place of business)*:

BUYER *(name and address)*:

Village of Taos Ski Valley

7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525

CONTRACT

Effective Date: _____

Amount: \$ _____

Description *(Name and location)*: _____

BOND

Bond Number: _____

Date: _____

(not earlier than Contract date)

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

SELLER

SURETY

Seller's Name

Surety's Name

By: _____
Signature

By: _____
Signature

Date: _____
Print
Name: _____

Date: _____
Print
Name: _____

Title: _____

Title: _____
(Attach Power of Attorney)

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

SEAL

SEAL

(Space is provided below for signatures of additional parties, if required.)

Seller's Name

By: _____
Signature

Date: _____
Print
Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

SEAL

Surety's Name

By: _____
Signature

Date: _____
Print
Name: _____

Title: _____
(Attach Power of Attorney)

Address: _____

Phone: _____

Email: _____

SEAL

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Seller:
 - a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
 - c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.
9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- 15.1 *Claimant*: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without

limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller’s Subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.

15.3. *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

**SECTION 00620
APPLICATION FOR PAYMENT**

SELLER'S APPLICATION FOR PAYMENT NO. _____

Buyer: Village of Taos Ski Valley

From Seller: _____

Application Date: _____

Project: Wastewater Treatment Plant Improvements

Address: _____

Period: _____

Seller's Project No. _____

Via Engineer: FEI Engineers, Inc.

Engineer's Job #: _____

CHANGE ORDER SUMMARY

APPROVED CHANGE ORDERS:

Number	Description	Additions	(Deductions)
1			
2			
3			
4			
5			
6			
7			
TOTALS		\$0.00	\$0.00

NET CHANGE BY CHANGE ORDERS: \$0.00

Seller'S CERTIFICATION:

The undersigned Seller certifies that (1) all previous progress payments received from Buyer have been applied on account to discharge Seller's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Buyer at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable Buyer indemnifying Buyer against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

1	Original Contract Price:	\$0.00
2	Net change by Change Orders:	\$0.00
3	Current contract price: (Line 1 +2)	\$0.00
4	Total Completed & Stored to Date: (Column F on Schedule of Values)	\$0.00
5	Retainage: 5%	
a	Work Completed:	\$0.00
b	Stored Materials:	\$0.00
	Total retainage: (Line 5a + 5b)	\$0.00
6	Amount Eligible to date: (Line 4 - Line 5c)	\$0.00
7	Less Previous Payments	\$0.00
8	Amount due this Application	\$0.00
9	Balance to Finish including retainage (Column G on Schedule of Values plus Line 5c above)	\$0.00

Payment of: **\$0.00**

(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ Date _____

FEI Engineers, Inc. Date

Payment of: \$0.00

(Line 8 or other - attach explanation of other amount)

Is approved by Buyer: _____ Date _____

Date

**SECTION 00620
SCHEDULE OF VALUES**

SELLER'S APPLICATION FOR PAYMENT NO. _____

Project: Wastewater Treatment Plant Improvements

Application Number: _____

Seller: _____

Application Date: _____

Application _____

Period: _____

A		B	C	D	E	F		G
Item	Description	Scheduled Value	Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	%	Balance to Finish (B - F)
			From Previous Application (C+D)	This Period				
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
Totals								

SECTION 00620

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SECTION 00621
EPA XP-214 CERTIFICATION BY SELLER STATEMENT OF COMPLIANCE WITH
LABOR STANDARDS

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-214.

A copy of the form shall be provided with every construction pay application.

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**SECTION 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Buyer: Village of Taos Ski Valley

Seller: _____

Engineer: FEI Engineers, Inc.

Project: Wastewater Treatment Plant Improvements

This [preliminary] [final] Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Buyer, Seller, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Seller to complete all Work in accordance with the Contract.

The responsibilities between Buyer and Seller for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Buyer's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Buyer's responsibilities: None As follows:

Amendments to Seller's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Seller's obligation to complete the Work in accordance with the Contract.

RECOMMENDED:

By: _____
 Engineer (Authorized Signature)

Print Name: _____

Title: _____

Date: _____

ACCEPTED:

By: _____
 Buyer (Authorized Signature)

Print Name: _____

Title: _____

Date: _____

RECEIVED:

By: _____
 Seller (Authorized Signature)

Print Name: _____

Title: _____

Date: _____

**SECTION 00626
CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

Project Name: Wastewater Treatment Plant Improvements

Location: VTSV/Public Works, 38 Ocean Blvd, TSV, NM 87525

A/E#: _____

TO (Buyer): Village of Taos Ski Valley

Address: 7 Firehouse Road, P.O. Box 100

City/State/Zip: Taos Ski Valley, NM 87525

Seller: _____ Contract Date: _____

In accordance with the provisions of the Contract between the Buyer and the Seller as indicated above, the (here insert name and address of Surety Company)

_____, Surety Company,

on bond of (here insert name and address of Seller)

_____, Seller,

_____ hereby approves of the final payment to the Seller, and agrees that final payment to the Seller shall not relieve the Surety Company of any of its obligations to the _____ (Buyer) as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, _____ the Surety Company has hereunto set its hand this _____ day of _____, _____

Surety Company

Signature of Authorized Representative

Attest
(Seal)

Title

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**SECTION 00627
LABOR STANDARDS CERTIFICATION**

Local Authority:
(Name of Grantee/Loanee) _____

Address: _____

Project Name: Wastewater Treatment Plant Improvements

Project Number:
(Grant / Loan Number) _____

Seller Name: Village of Taos Ski Valley

Seller Address: 7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525

Total Contract Amount: _____

By this letter, we certify that the New Mexico Public Works Minimum Wage Act, §13-4-11 NMSA 1978, has been complied with for all construction contracts in excess of \$60,000 for the referenced project. Weekly payroll records are available to the New Mexico Department of Labor – Labor and Industry Division, demonstrating compliance with the minimum wage rate determinations and wage scales were posted in a prominent location at the job site. The Seller filed the required Notification of Award (NOA) and a Statement of Intent to Pay Prevailing Wages form as well as the Affidavit of Wages Paid form and supplied a copy to the Buyer to demonstrate compliance with these requirements.

Name¹

Signature

Date

Name²

Signature

Date

1 Signed by the Grantee Representative or Signatory Authority

2 Signed by Seller's Representative

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**SECTION 00700
GENERAL CONDITIONS**

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STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.
16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and

the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as

applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.

3. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.
- C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 Evidence of Insurance

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 Copies of Documents

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and 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 in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract:*
Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
2. *Seller's Review of Contract Documents During the Performance of the Contract:*
If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special

Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.
- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 *Bonds*

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.

- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations,

neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and

- b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.

C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 Taxes

A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 Shop Drawings and Samples

A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.

B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:

- a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
 3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
 4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Seller shall direct specific attention in writing

to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
 - 2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;
 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 3. use of the Goods by Buyer;
 4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
 5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
 6. any inspection, test or approval by others; or
 7. any correction of non-conforming Goods and Special Services by Buyer.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.
- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 - CHANGES: SCHEDULE AND DELAY

7.01 Changes in the Goods and Special Services

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.
- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 Changing Contract Price or Contract Times

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of

Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.

- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 - BUYER'S RIGHTS

8.01 Inspections and Testing

A. General:

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or

testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.
3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services,

or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. *Buyer's Rejection of Conforming Goods:*

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

9.01 *Duties and Responsibilities*

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 *Clarifications and Interpretations*

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 *Authorized Variations*

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 *Rejecting Non-Conforming Goods and Special Services*

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 *Decisions on Requirements of Contract Documents*

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.
- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.
- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 *Review of Applications for Progress Payments*

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.
1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
 2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.
 3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation

submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
 - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's

recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract

Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

- a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
- b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 Intellectual Property and License Fees

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership

rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.
- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 - MISCELLANEOUS

14.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) 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 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 Computation of Time

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties

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**SECTION 00800
SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

**SC-2.04 Commencement of Contract Times;
Notice to Proceed**

Add the following new paragraphs immediately after Paragraph 2.04.A

The Instructions, Bid Form, Agreement, and General Conditions establish a schedule of events from the opening of Bids to the day when the Contract Times must start to run.

The events contemplated by the proposed schedule, based on a 60-day period for Bids to remain subject to acceptance, may be summarized as follows:

Day 1 Bid Opening

Day 1-35, or pre-opening. Within 5 days of a request therefor each Bidder must submit to Buyer written evidence of Bidder's qualifications as provided in I-4.

Day 36 Notice of Award should be given to Successful Bidder by this date in order to complete the two subsequent events within the time specified and not exceed the 60-day period for Bids to remain open. Notice of Award must be accompanied by the Agreement in form for signing and with all exhibits attached (see I-20.01).

Day 51 By this date (or within 15 days of delivery of Notice of Award) Successful Bidder

(Seller) must return the signed Agreement, evidence of insurance, and other required documents to Buyer (see I-20.01). Failure to do so will permit forfeiture of Bid security under I-8.02.

Day 61 By this date (or within 10 days of receipt of signed Agreement and other documents from Seller) Buyer must sign and deliver to Seller one signed counterpart of Agreement with all Exhibits attached (see I-20.01). This is usually the Effective Date of the Agreement.

Day 61 The Contract Times must start running no later than this date (or 30 days after the Effective Date of the Agreement if that is earlier), but by use of a Notice to Proceed as contemplated by GC-2.03 they may start running earlier than that once the Agreement has been signed by both parties and has become effective.

SC-4.02 Insurance;

Add the following new paragraphs immediately after Paragraph 4.02.E

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of

Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and [Here list by name, (not Project role) other persons or entities to be included on policy as additional insureds] all of whom shall be listed as additional insureds, and include coverage for the respective

officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-4.02.I will so provide);
6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and
8. with respect to any delegation of professional design services to Seller pursuant to Paragraph

5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.

H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.F.1 and F.2:

- a. State Statutory
- b. Applicable Federal Statutory
- c. Employer's Liability: \$100,000 (Each Person)

2. Seller's General Liability under Paragraphs SC-4.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

- a. General Aggregate \$2,000,000
- b. Products - Completed
 - 1) Operations Aggregate \$2,000,000
- c. Personal and Advertising
 - 1) Injury \$1,000,000
 - 2) Each Occurrence \$2,000,000 (Bodily Injury and Property Damage)

d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

- e. Excess or Umbrella Liability
 - 1) General Aggregate \$1,000,000
 - 2) Each Occurrence \$1,000,000

3. Automobile Liability under Paragraph SC-4.02.F.6:

a. Bodily Injury:

- 1) Each person..... \$1,000,000
- 2) Each Accident..... \$2,000,000

b. Property Damage:

- 1) Each Accident..... \$1,000,000
- 2) Combined Single Limit of..... \$2,000,000

The reference to a "combined single limit for bodily injury and property damage" will normally allow the insurance broker to negotiate the most advantageous arrangement for the insureds, and either alternative should be acceptable although the coverages provided may not be identical. Other variations are available.

4. Professional Liability (if professional services have been delegated to Seller pursuant to Paragraph 5.10):..... \$1,000,000

5. I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

SC-5.03 Laws and Regulations

Add the following new paragraphs immediately after Paragraph 5.03.C

D. This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees

is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in 40CFR part 31 including the Davis Bacon Act requirements.

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

F. To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six

good faith efforts as outlined by EPA at http://www.epa.gov/osbp/dbe_efforts.htm. The Bidder must make a good faith effort to solicit and hire Disadvantaged Business to meet the goals outlined in EPA XP-215. A good faith effort requires that the Contractor: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid proposal, 3) Submit with the bid proposal proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Proposal that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid Proposal rejected.

SC-5.06 Shop Drawings and Samples

Add the following new paragraphs immediately after Paragraph 5.06.E:

F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.

G. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller

SECTION 00801
NMED CPB SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED STORM
WATER AND/OR WASTEWATER INFRASTRUCTURE UNDER THE CWSRF

See the attached pages for the United States Environmental Protection Agency Region 6, New Mexico Environmental Department Construction Programs Bureau, Supplemental Conditions For Federally Assisted Storm Water and/or Wastewater Infrastructures Under the Clean Water State Revolving Loan Fund Revised October 2014.

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(01-2016)

SECTION 00801

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6**

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU**

Supplemental conditions

for

Federally Assisted Storm Water and/or Wastewater

Infrastructures under the

Clean Water State Revolving Loan Fund

Revised October 2014

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

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4
8. AIS CWSRF 314

Form to be provided with every construction pay application:

9. XP-214 Labor Standards Certification
10. AIS Material certification signed by supplier and/or manufacturer

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
<http://www.dol.gov/compliance/laws/comp-copeland.htm>
- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf
- Disadvantaged Business Enterprise, 40 CFR Part 33
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40>
- Equal Employment Opportunity, 41 CFR Part 60
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41>
- Labor Standards, 29 CFR Parts 4 & 6
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29>
- Nondiscrimination, 40 CFR Part 7
<http://www.epa.gov/ocr/docs/40p0007.pdf>
- OMB Circular A-133
http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf
- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
<http://www.epa.gov/region6/gen/w/sw/swcon98.pdf>
- Uniform Administrative Requirements, 40 CFR Part 31
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.29&idno=40>

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

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

http://water.epa.gov/grants_funding/aisrequirement.cfm

Enhancing Public Awareness of SRF Assistance Agreements - memo dated 6/3/2015 -attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name _____ Project Number _____
Contract For _____

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

A. EQUAL EMPLOYMENT OPPORTUNITY:

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

B. NONSEGREGATED FACILITIES

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

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

Typed Name & Title of Bidder's Authorized Representative _____

Signature of Bidder's Authorized Representative _____ Date _____

Name & Address of Bidder

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

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
 WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
 SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

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

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

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

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes ___ No ___

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes ___ No ___

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes ___ No ___

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

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes ___ No ___

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes ___ No ___

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

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

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

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

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

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$

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

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

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

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

WBE Subcontractor:

Address:

Phone:

Contact Person:

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

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

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

Date

Davis-Bacon Act Certification

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

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

(Contractor Signature & Date)

(Owner Signature & Date)

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

_____ Continue on back if needed _____

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ (“Purchaser”) and the State of New Mexico (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

Date

Sample Certifications for AIS compliance

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List Items, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Name and Title

The following information is provided as a **sample letter of certification for AIS compliance**.
Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Name and Title

Wage Rate Requirements

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESSON

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method or manner of performance of the work;
 - iii. In the recipient-furnished facilities, equipment, materials, services or site, or
 - iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.

5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

- i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
- ii. Method of shipment or packing; and
- iii. Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

- a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:
 - 1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
 - 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.
- b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
- c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
- d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

- a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
- b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such

suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over \$10,000.

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over \$25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of \$100,000; (2) negotiated contract amendments or change orders in excess of \$100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of \$100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

- a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
- b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT; ACCESS TO RECORDS

- a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.
4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.

2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

**United States Environmental Protection Agency
Region 6**

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

- I. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage; or
2. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
3. The Permittee submits prior notice of an anticipated bypass, if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions.

-) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or
- 2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.
- 3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- National Environmental Policy Act, Pub. L. No. 91-190 (1970), 42 U.S.C. § 4321 *et. seq.*
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Wilderness Act, Pub. L. 88-577, as amended

- **Historic Resources**
 - National Historic Preservation Act, Pub L. 89-665, as amended, 80 Stat. 917 (1966), 16 U.S.C. § 470 *et. seq.*
 - Archeological and Historic Preservation Act, Pub. L. 93-291 (1974), 16 U.S.C. § 469a-1

- **Environmentally Sensitive Lands**
 - Protection of Wetlands, Executive Order 11990 (1977), as amended by Executive Order 12608 (1997)
 - Floodplain Management, Executive Order 11988 (1977), as amended by Executive Order 12148 (1979)
 - Farmland Protection Policy Act, Pub. L. 97-98 (1981), 7 U.S.C. § 4201 *et. seq.*

- **Coastal Area Protection**
 - Coastal Zone Management Act, Pub. L. 92-583 (1972), as amended, 16 U.S.C. § 1451 *et. seq.*
 - Coastal Barriers Resources Act, Pub. L. 97-348, 96 Stat. 1653 (1982), 16 U.S.C. § 3501 *et. seq.*

- Wild and Scenic Rivers Act, Pub. L. 90-542, 82 Stat. 913 (1968), 16 U.S.C. § 1271 *et. seq.*
- Endangered Species Act, Pub. L. 93-205 (1973), as amended, 16 U.S.C. § 1531 *et. seq.*
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265 (1976), as amended, 16 U.S.C. § 1801 *et. seq.*
- Clean Air Act Conformity, Pub. L. 95-95 (1977), as amended, 42 U.S.C. § 7401 *et. seq.*
- Safe Drinking Water Act, Pub. L. 93-523 (1974), as amended, 42 U.S.C. 300f *et. seq.*

Social Policy Authorities

Civil Rights Laws (i.e., Super Cross-Cutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

- Equal Employment Opportunity, Executive Order 11246 (1965)

Disadvantage Business Enterprise Provisions

- Promoting the use of Small, Minority, and Women-Owned Businesses, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 Pub. L. 102-389

Economic and Miscellaneous Authorities

Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans

- Executive Order No. 11738 (1973)
- Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and
- Section 508 of the Clean Water Act, 33 U.S.C. § 1368
- Debarment and Suspension, Executive Order 12549 (1986)
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754 (1966), as amended, 42 U.S.C. § 3331 *et. seq.*
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646 (1971), as amended, 42 U.S.C. §§ 4601-4655
- Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects Executive Order 13202 (2001), as amended by Executive Order 13208 (2001)

Revised 02/18/2014



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 3 2015

OFFICE OF WATER

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRF Assistance Agreements

FROM: Andrew D. Sawyers, Ph.D., Director
Office of Wastewater Management (4201M) *[Signature]*

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M) *[Signature]*

TO: Water Management Division Directors
Regions I-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness of EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they fund are different and that one implementation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staff provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-2051).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of State Revolving Fund (SRF) assistance. Projects implemented with Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) monies are included in this initiative, as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore, providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA's role in funding assistance agreements that achieve positive benefit. Second, the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below, provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore, it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of specific projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signage requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. Borrowers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signage requirement does not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategies as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers, particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support, EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter, periodical or press release should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community or facility website if available. In some cases, communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community’s website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization’s website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, or online materials. States may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name]. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide.”

For projects in certain areas, states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria, States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

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**SECTION 00900
ADDENDA**

Addendum No. _____

Date: _____

Issued To: _____

From: _____

Project: _____

This Addendum forms a part of the Contract for the project above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form and attaching this Addendum acknowledgment page to his Bid.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

BIDDER

Bidder's Name

By: _____
Signature

Print Name Date

Title

PART 1 GENERAL

1.1 DESCRIPTION

- A. This addendum forms a part of the Bidding and Contract Documents and clarifies, corrects or modifies the Project Manual and Drawings as described below.
- B. This addendum consists of (No.) pages and the following attachments:
 - 1. Attachment (specification) - (Description)
 - 2. Attachment (drawing) - (Description), etc.

PART 2 PROJECT QUESTIONS

2.1 SELLER QUESTIONS

- A. Question 1
 - 1. Response: Answer to Question
- B. Question 2
 - 1. Response: Answer to Question
- C. Question 3, etc.
 - 1. Response: Answer to Question

PART 3 PROJECT MANUAL

3.1 BIDDING REQUIREMENTS

- A. Section (No.): (Title)
 - 1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :
- B. Section (No.): (Title)
 - 1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :

3.2 DIVISION 0 – BIDDING / CONTRACT DOCUMENTS

- A. Section (No.): (Title)
 - 1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :
- B. Section (No.): (Title)
 - 1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :

3.3 DIVISION 01—GENERAL REQUIREMENTS

- A. Section (No.): (Title)

1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :

B. Section (No.): (Title)

1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :

3.4 DIVISION, ETC.

A. Section (No.): (Title)

1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :

B. Section (No.): (Title)

1. (Section No.), Page (No.), Item Level (i.e. A.2.a) - (change to read), (add), (delete) :

PART 4 PROJECT PLANS

4.1 REVISIONS TO DRAWINGS

A. Sheet No. (No.) of (Total No.): (Sheet Title)

1. (Description of Change) :

4.2 NEW DRAWINGS

A. Sheet No. (No.) of (Total No.): (Sheet Title)

1. (Description of New Drawing) :

END OF ADDENDUM

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**SECTION 00941
CHANGE ORDER**

Change Order No. _____

Buyer: Village of Taos Ski Valley

Seller: _____

Engineer: FEI Engineers, Inc.

Project: Wastewater Treatment Plant Improvements

The Contract is modified as follows upon execution of this Change Order.

Description:

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ calendar days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Print Name: _____

Title: _____

Date: _____

ACCEPTED:

By: _____
Buyer (Authorized Signature)

Print Name: _____

Title: _____

Date: _____

RECEIVED:

By: _____
Seller (Authorized Signature)

Print Name: _____

Title: _____

Date: _____

**VILLAGE OF TAOS SKI VALLEY
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT
MBR EQUIPMENT PROCUREMENT DOCUMENTS**

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01110 Summary of Work
01270 Schedule of Values
01320 Project Meetings, Schedules and Reports
01330 Submittals
01600 Equipment and Materials
01780 Contract Closeout

DIVISION 2 NOT USED

DIVISION 3 NOT USED

DIVISION 4 NOT USED

DIVISION 5 NOT USED

DIVISION 6 NOT USED

DIVISION 7 NOT USED

DIVISION 8 NOT USED

DIVISION 9 NOT USED

DIVISION 10 NOT USED

DIVISION 11 – EQUIPMENT

11500 Performance Specification: MBR System Equipment Package

DIVISION 12 NOT USED

DIVISION 13 NOT USED

DIVISION 14 NOT USED

DIVISION 15 NOT USED

DIVISION 16 NOT USED

REFERENCE DRAWINGS:

Wastewater Treatment Plant Improvements Project, 2005, TEC

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SECTION 01110
SUMMARY OF GOODS AND SERVICES

PART 1 GENERAL

1.1 SUMMARY:

- A. This Section summarizes the Work of the Project as covered in detail in the complete Contract Documents.

1.2 PROJECT DESCRIPTION:

A. Description of Overall Project:

1. The proposed Project includes replacing the existing IFAS/MLE process with a new MBR treatment system rated for a maximum monthly average daily flow (MMDF) of 0.31 mgd. The new MBR system will be located on the existing WWTF site. The major equipment components include new headworks screen, new MBR secondary treatment process, online instrumentation, effluent ultraviolet disinfection, and solids handling improvements.
2. The project will consist of improvements to and expansion of the existing wastewater treatment facility. The project components will include the existing headworks, concrete equalization basin, WAS storage tanks, the existing secondary treatment process building structure and process tankage and piping systems, disinfection system and outfall. Work will include existing building system improvements, including excavation, backfill, compaction, and concrete footers, slabs, and tankage for the a portion of the MBR system, MCC room, control room, and bathroom, including heating and lighting systems; headworks improvements including installation of a 2 mm mechanical fine screen, influent channel and flume modifications, the MBR system materials and equipment, process piping, valves, and ancillary equipment; chemical feed and storage systems necessary for the process treatment; removal and replacement of the existing WAS storage tanks, connection to the outfall pipe and outfall structure, site access road construction, site drainage and erosion control, and all associated materials, equipment and appurtenances required for a completely functioning system.
3. The Work covered by this performance based Procurement includes supply of the complete MBR System by Seller. The Seller shall supply MBR System and associated materials, equipment and appurtenances required for a completely functioning system and as identified in this performance based Procurement Contract Documents. The MBR system (along with ancillary processes, materials and components) will be installed by a Contractor under a separate Contract. The Contractor will also be responsible for all site work, basin construction, building expansion, supply of other equipment outside the MBR system, and installation of all equipment.

B. Description of Treatment Process:

1. Headworks: A 2 mm fine screen and existing grit removal system upstream of the

existing EQ tank will remove solids particles. A bypass channel will house the existing bar screen followed by a 3mm manual bar screen. Flow will enter the existing rectangular concrete EQ tank. The existing circular steel EQ will be abandoned.

2. Secondary Treatment: Treatment will be provided using pre-anoxic, aerobic, and post anoxic basins followed by membrane filtration. Chemical additions will include alkalinity, alum for chemical phosphorus removal, and Micro C for denitrification.
3. Disinfection: Disinfection of MBR permeate will be accomplished using UV.

C. Description of MBR System Procurement Scope of Supply:

1. Technical and engineering support to the Engineer and the Buyer.
2. Fabrication of MBR System including the membrane racks and cassettes, lifting bracket assembly, permeate pumps and system, back-pulse pumps and system (if required), air scour system, in basin mixing (motive), equipment, in basin aeration equipment, aeration blowers, in-basin liquid and aeration piping including supports and valves, complete instrumentation and control package, required instrumentation DO/ORP/ammonia/nitrate probes, RAS or forward feed pumps, nitrate recycle pumps (optional), clean-in-place (CIP) system and neutralization chemical feed and system (if required).
3. Load and deliver to the VTSV Wastewater Treatment Plant, 38 Ocean Blvd., Taos Ski Valley, NM 87525 all equipment, appurtenances, and associated materials required for a completely functioning system, as referenced by the Contract Documents.
4. Coordination with the Engineer and Contractor as to the timing and location of delivery. Contractor to provide off-loading.
5. Communication and coordination of installation with Contractor and participation in the commissioning, startup, performance testing, and correction period for performance of the MBR System including manufacturer's field services and training of the Buyer's personnel in the operation of the System.

1.3 WORK BY OTHERS AND PROJECT COORDINATION:

- A. Work To Be Completed By Contractor: Contractor will be responsible for all site work improvements, basin construction, tank construction, building improvements, and installation of all equipment, including off-loading and installation of the pre-procured MBR System.
- B. Work To Be Completed By Buyer: Not Used.
- C. Project Coordination: Seller is responsible for coordination of work with Buyer, Contractor, and Engineer.
- D. Work Under Other Contracts: Seller shall coordinate construction activities with the other contractors in this general vicinity.

1.4 SELLER'S USE OF PREMISES:

- A. Exclusive Use: Not Used.
- B. Limited Use:
 - 1. During the construction period, Contractor shall have full use of the premises for execution of the Work. Use of premises is limited only by Buyer's right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.
 - 2. Confine operations to areas within Contract limits indicated. Portions of the Site beyond areas in which construction operations are indicated are not to be disturbed.
 - 3. Coordinate with other separate contractors and Buyer to avoid interference of operations.
 - 4. Conduct operations as to ensure the least inconvenience to Buyer and the general public. This shall include coordination with Buyers staff for operation of the adjacent facilities.

1.5 BUYER'S USE OF PREMISES:

- A. Partial Buyer Occupancy: The Buyer reserves the right to occupy the Site prior to Substantial Completion for use. Partial occupancy and testing of the constructed facilities shall not constitute acceptance of the Work.

1.6 WORK SEQUENCE:

- A. General: Seller delivery of fabricated MBR System shall be per the Schedule described under Section 00520 and 01320. Fabrication sequence and delivery shall be determined by Seller subject to Engineer's approval.
- B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that the following schedule will be completed.
- C. Seller shall coordinate delivery of the MBR System with the Engineer a minimum of two weeks prior to beginning work.
- D. Any shutdown of existing utilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Utility who shall have control over the timing and schedules of such shutdowns.

1.7 MEASUREMENT AND PAYMENT:

- A. Lump Sum Contract with a base bid and a selection of additive and deductive alternates. All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Base Bid and Alternates" in the Bid Form.
- B. Progress Payments and Final Payment as specified in Section 00520 Agreement Between Buyer and Seller.

1.8 COPIES OF DOCUMENTS:

A. Furnished Copies:

1. In accordance with 00520 – Agreement between Buyer and Seller.
2. After execution of Agreement, Seller will be provided one set of the Contract Drawings for the wastewater treatment plant housing the MBR System will be provided at an approximate 35 percent design level for informational purposes.

B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request (at printing and delivery cost).

1.9 LIST OF DRAWINGS (AND SCHEDULES):

A. Not Used.

1.10 PERMITS AND LICENSES:

A. Not Used.

1.11 UNDERGROUND UTILITIES:

A. Not Used.

1.12 SPECIAL CONSIDERATIONS:

A. Seller shall be responsible for negotiations of any waivers or alternate arrangements required to enable transportation of materials to the Site.

B. Seller shall maintain conditions of access road to site such that access is not hindered as the result of construction-related deterioration.

1.13 HISTORICAL AND ARCHAEOLOGICAL:

A. Not Used.

1.14 QUALITY CONTROL TESTING:

A. Not Used.

1.15 CONSTRUCTION SURVEYING:

A. Not Used.

1.16 HOURS OF WORK:

A. Seller shall deliver equipment during work hours to 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 5:00 p.m., Saturday with written consent from the Buyer.

1.17 WARRANTY PERIOD:

- A. All Work completed under this Contract shall be in accordance with the requirements in Division 11. Requirements of the correction period are described in the GENERAL CONDITIONS.

1.18 SOILS INFORMATION:

- A. Not Used.

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION - NOT APPLICABLE

END OF SECTION 01110

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SECTION 01270
SCHEDULE OF VALUES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section explains, in general, what is and what is not included in a section item, and the limits or cut-off points where one bid item ends and another begins.
- B. The Total Base Bid shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing technical assistance and information to assist the engineers in achieving final design and specifications; and performing all necessary supervision to fully complete the work, shall be included in the lump sum prices bid. All work not specifically set forth as a pay item in the Bid Section shall be considered a subsidiary obligation of the Seller and all costs in connection therewith shall be included in the bid.
- C. Seller shall be responsible for providing submittal and certified drawings, including arrangement and erection drawings of the materials, equipment, and controls, identification of concrete and metal support structures, anchor bolts and other embed items, mount and installation details, schematic control diagrams, electrical connection diagrams, and a complete description of the control systems; equipment operating characteristics, coordination of equipment installation and start-up with the Contractor, operator training and supply of operation and maintenance manuals.

1.2 LUMP SUM BASE BID

- A. Technical Services: Seller will be required to provide the following Technical Services (all costs associated with the Technical Services shall be incorporated into the Equipment Supply item):
 - 1. Engineering support required to complete the system configuration design, including: process, instrumentation and controls design, aeration strategy, Process and Instrumentation Diagrams (P&IDs), valving and piping, etc.
 - 2. Computer-aided drafting (CAD) support, including equipment blocks for supplied equipment, layout plans and sections in electronic 2D CAD format for integration into the Engineer's design.
 - 3. Identification of all manufacturers and specific part numbers for each component.
 - 4. Biological and separation process design analysis and verification using EnviroSim BioWin modeling. Collaboration with the Engineer to ensure adequate basin design, sizing, recycle rates, aeration requirements, chemical dosing, waste solids, and system configuration. Design analysis shall be performed using influent mass loading, diurnal flow data, peak flow, peak loading, and meeting the required permit limits. Electronic submittal of BioWin model to Engineer.
 - 5. Verify duty points and turn-down, supply voltages, materials of construction,

communications IO, equipment access and serviceability, area classifications, and pressure ratings for the MBR system's pumps, blowers, mixers, and valves.

6. Provide the Engineer with complete specification and documentation of all MBR system instrumentation. Each instrument's manufacturer, model, size, range, power, communications protocol, units, materials, connections, and area classification shall be documented.
 7. A Process Control Narrative for supplied equipment system in Microsoft Word format. MBR system Process and Instrumentation Diagrams utilizing the Seller's standard symbols and tagging schemes, MBR system control panel layout/fabrication details, and MBR system control panel wiring schematics in AutoCAD for integration into the Engineer's design package. Additional controls documentation shall include PLC architecture diagrams, control panel BOM, panel IO arrangement, loop drawings, and a control narrative of the overall plant control scheme.
 8. Specification(s) for supplied equipment in the CSI format and Microsoft Word format. The Seller shall provide the Engineer with complete bid specifications for the MBR system and all supporting equipment as needed for installation and start-up by the Contractor.
- B. Equipment Supply: Fabrication, factory testing, supply, and shipment of MBR System including:
1. MBR Membrane Trains: The Seller shall specify and supply membrane modules/cassettes, valve and piping assemblies, and structural steel support framework to meet the required capacity under all flow and loading conditions presented in Division 11. The Seller scope of supply shall include a sufficient number of complete MBR Trains (min. two trains) to satisfy all Design and Performance Conditions of Division 11, and shall include the Membrane System, Permeate System, Air Scour System, CIP System, Process Valves, Intra-connect Piping, Membrane Cassettes, Instrumentation and Controls System, support structures, and frames. Supply shall include hardware, devices and accessories necessary for lifting the MBR equipment from the basin. Actual overhead beams, cranes and pulleys will be supplied by Contractor.
 2. MBR Biologic Process Equipment Systems: The seller shall be responsible for all Aeration Basins Aeration Equipment, In-Basin Mixing equipment, RAS Pumps or Forward Feed Pumps, Nitrate Recycle (IMLR) Pumps,
 3. Permeate System: The Seller shall be responsible for all permeate piping located inside the membrane tanks and through the membrane tanks header. Seller shall provide a total of one (1) fully connected redundant permeate pump in addition to the duty permeate pumps and (if required) one (1) fully connected redundant backpulse pump in addition to the duty backpulse pumps. Seller to provide associated piping/valving and all ancillary equipment.
 4. Air Scour System: The Seller shall be responsible for all air piping located inside the membrane tanks and through the membrane tanks header. A single fully connected redundant blower shall be provided for the air scour system. Include

associated piping/valving and all ancillary equipment and controls.

5. Backpulse System (if required): The Seller shall supply Backpulse Pumps, and associated components to provide sufficient flow and pressure to the MBR treatment system for the Backpulse function.
6. In Basin Mixing: Mixer equipment, mounting equipment, in-basin liquid piping including supports and valves.
7. Aeration Basins Aeration Equipment: Aerators, mount and installation of equipment, aeration blowers, air piping including supports and valves. A single fully connected redundant blower shall be provided for the Aeration Basins Aeration System. Include associated piping/valving and all ancillary equipment and controls.
8. Clean In Place (CIP) System: Clean membranes in-basin feed pumps (one duty + one standby), and all ancillary equipment. The Seller shall specify and supply chemical transfer pumps, instrumentation and controls sufficient to provide full automation of the operator-initiated CIPs.
9. Neutralization chemical feed and system (if required). The Seller shall specify and supply a completely functioning system (i.e., pumps, instrumentation, controls, HDPE vertical tank with a vent, overflow, and sample tap for neutralization, holding, and disposal.
10. RAS Pumps or Forward Feed Pumps: Provide submersible, single stage, centrifugal style pumps and associated appurtenances.
11. Nitrate Recycle (IMLR) Pumps: Optional. Provide submersible, single stage, centrifugal style pumps and associated appurtenances.
12. Instrumentation and Controls System: Including complete instrumentation and control system consisting of a PLC with distributed I/O, , software programming, and all process monitoring equipment such as turbidity meters, differential pressure transducers, pressure transmitters, flow meters, temperature probes, DO/ORP/Ammonia/Nitrate probes, automatic valves, and level measuring devices, as necessary.
13. SCADA System:
 - a. One PC-Based panel-mounted HMI Operator Interface station.
 - b. One PC-Based desk-top HMI SCADA computer.
 - c. Interface Software, as required for data logging, reporting and remote access.

1.3 ADDITIVE ALTERNATES:

- A. Additive Alternate No. 1 – Temporary Treatment MBR, Delivery & Start-up
 1. Seller to provide temporary treatment using mobile or trailer mounted MBR treatment train equipment. Include mobilization, training, demobilization, and shipping, to VTSV Wastewater Treatment Plant, 38 Ocean Blvd., Taos Ski Valley,

NM 87525. Include mechanical screening, biologic process tankage, pumps, blowers, UV disinfection and all piping, valves, instrumentation, and controls to provide treatment at annual average daily flow of 0.05 MGD, maximum month daily flow of 0.10 MGD, peak period flow of 0.15 MGD and meeting the effluent limits as described in Division 11. Temporary influent piping to the treatment unit and temporary effluent piping from treatment unit to discharge will be provided by the Contractor. Include operational manuals, start-up assistance, and operator training.

B. Additive Alternate No. 2 – Temporary Treatment MBR, Monthly Rental

1. Seller to provide temporary treatment using mobile or trailer mounted MBR treatment train equipment. Include mechanical screening, biologic process tankage, pumps, blowers, UV disinfection and all piping, valves, instrumentation, and controls to provide treatment at annual average daily flow of 0.05 MGD, maximum month daily flow of 0.10 MGD, peak period flow of 0.15 MGD and meeting the effluent limits as described in Division 11. Temporary influent piping to the treatment unit and temporary effluent piping from treatment unit to discharge will be provided by the Contractor.

C. Additive Alternate No. 3 – Shelf Spare MBR Cassette

1. Seller to provide a spare MBR Cassette that can be used to replace a proposed unit. MBR Cassette shall match proposed cassettes and meet the criteria of Division 11.

D. Additive Alternate No. 4 – High Efficiency Aeration Tank Diffuser System

1. Seller to provide cost increase for replacement of Base Bid Item No. 6 Aeration Equipment with high-efficiency Tube-Type Membrane Diffusers.

E. Additive Alternate No. 5 – Value Added Option(s)

1. Seller may propose additional or alternative equipment. Seller to provide information to justify the benefits of the additional cost.

1.4 DEDUCTIVE ALTERNATE

- A. Not Used.

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION - NOT APPLICABLE

END OF SECTION 01270

SECTION 01320
PROJECT MEETINGS, SCHEDULES AND REPORTS

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the following administrative and procedural requirements:
 - 1. Project Meetings:
 - a. Project Kick Off meeting.
 - b. Submittal and Fabrication schedules.
 - c. Progress meetings.
 - d. Coordination meetings.
 - 2. Schedules and Reports:
 - a. Initial coordination submittals.
 - b. Fabrication progress schedule.
 - c. Fabrication progress reports.
 - d. Schedule of values.
 - e. Special reports.
 - f. List of Subcontractors and major Suppliers.
 - 3. Related Work Specified Elsewhere:
 - a. Schedule of Values: SECTION 01270.
 - b. Submittals: SECTION 01330.

1.2 PROJECT MEETINGS:

- A. Project Kick Off Meeting/Conference Call:
 - 1. Engineer will administer a project kick off meeting/conference call within 10 days after the Commence Times dates as stated in the Notice to Proceed, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during conduct of the Work.
 - 2. Project Kick Off Meeting/Conference Call Shall Be Attended By:
 - a. Representative of Seller.
 - b. Engineer.
 - c. Representatives of Buyer.
 - 3. Agenda:
 - a. Design schedule.
 - b. Submittal schedule.
 - c. Fabrication schedules.
 - d. Critical Work sequencing.
 - e. Designation of responsible personnel.
 - f. Project coordination.
 - g. Procedures and Processing of:
 - 1) Submittals.

- 2) Change Orders.
 - 3) Applications for payment.
 4. Location of Meeting: Village of Taos Ski Valley offices and via Conference Call.
 5. Reporting:
 - a. Within 5 working days of the meeting, Engineer will prepare and distribute minutes of the meeting to Buyer and Seller.
- B. Coordination Schedules:
 1. Engineer will administer a meeting during the first month of design and construction to finalize the initial coordination schedules requested under Article 1.3 this Section.
 2. The meeting shall be attended by:
 - a. Seller's project manager.
 - b. Engineer.
 - c. Representatives of Buyer.
- C. Progress Meetings/Conference Call:
 1. Engineer will schedule and administer a meeting/conference call a minimum of once each month and at other times requested by Buyer. Representatives of the Buyer, Engineer, and Seller shall be present at each meeting. With Engineer's concurrence, Seller may request attendance by representatives of Subcontractors or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 2. Seller shall be prepared to discuss the current progress report and any anticipated future changes to the schedule
 3. If one Subcontractor is delaying another, Seller shall issue such directions as are necessary to resolve the situation and promote progress.
 4. Agenda:
 - a. Review of progress since previous meeting.
 - b. Problems which impede schedule.
 - c. Design phase technical assistance.
 - d. Off site fabrication.
 - e. Delivery schedules.
 - f. Quality and Work standards.
 - g. Change orders.
 - h. Documentation of information for payment request.
 - i. Corrective measures and procedures to regain construction schedule if necessary.
 - j. Revisions to schedule.
 - k. Review of proposed activities for succeeding Work period.

5. Location of Meetings: Physical location (to be determined) and via Conference Call.
 6. Reporting:
 - a. Within 3 working days of each meeting, Engineer will prepare and distribute minutes of the meeting to Buyer and Seller.
 - b. Seller shall distribute copies to principal Subcontractors.
- D. Design Phase Coordination Meetings/Conference Calls:
1. Engineer may administer weekly coordination meetings (more as needed) to be attended by Seller. Buyer shall participate in such conferences on an as needed basis.
 2. Agenda will be similar to that stated above for Progress Meetings.

1.3 SCHEDULES AND REPORTS:

A. Initial Coordination Schedules:

1. Within 5 days after the Commence Times dates as stated in the Notice to Proceed, Seller shall submit to Engineer for review and acceptance:
 - a. A preliminary progress schedule. The schedule shall show the Work in a horizontal bar chart or other graphic format, and indicate the times (number of days or dates) for starting and completing the various stages of the Work including any milestones specified in the Contract Documents.
 - b. A preliminary procurement schedule of Equipment and Materials.
 - c. A preliminary schedule of Submittals, as stated in Section 01330.

B. Fabrication Progress Schedule:

1. After submittal of preliminary progress schedule as stated above, submit a detailed progress schedule within 10 days after the Commence Times dates as stated in the Notice to Proceed. Base the schedule on the preliminary progress schedule and incorporate review comments and other feedback. Submit 5 copies to Engineer for review and acceptance.
2. The schedule shall show the Work in a horizontal bar chart or other graphic format suitable for displaying scheduled and actual progress and will preferably include:
 - a. The schedule shall indicate phase of the Work; starting date, major milestones, and dates of Substantial Completion and Final Completion.
 - b. Breakdown Work phases into separate time bar for each significant construction activity entry, with dates Work is expected to begin and be completed. Within each time bar, indicate estimated completion percentage in 10 percent increments.
 - c. Scale and spacing shall allow room for notations and revisions.
 - d. Sheet Size: 11" x 17".
3. Provide sub-schedules to define in more detail critical portions of schedules, including inspections and tests.

4. Coordinate progress schedule with schedule of values, Submittal schedule, procurement schedule, progress reports, and payment requests.
 5. Engineer will review and comment on progress schedule and, upon agreement between Engineer and Seller on necessary changes:
 - a. Seller shall print and electronically distribute the accepted schedule to Engineer.
 6. Revise the progress schedule after each meeting, event, or activity where revisions have been recognized and accepted in accordance with the General Conditions.
 7. Update and electronically submit to Engineer of the revised schedule at least once every month to show actual progress compared to the originally accepted schedule and any proposed changes in the schedule of remaining Work. Include with progress report.
- C. Fabrication Progress Reports:
1. Submit a report on actual progress on a monthly basis. More frequent reports may be required should the Work fall behind the accepted schedule.
 - a. Format shall be on 8-1/2" x 11" paper, submitted to Engineer electronically.
 2. Fabrication progress reports shall consist of the revised progress schedule and a narrative report which shall include but not be limited to the following:
 - a. Comparison of actual progress to planned progress shown on originally accepted schedule.
 - b. Summary of activities completed since the previous construction progress report.
 - c. Identification of problem areas.
 - d. A description of current and anticipated delaying factors, if any.
 - e. Impact of possible delaying factors.
 - f. Proposed corrective actions.
 3. Submit a progress report to Engineer with each application for payment. Work reported complete but not readily apparent to Engineer must be substantiated with supporting data when requested by Engineer.
 4. If a schedule update reveals that, through no fault of Buyer, the Work is likely to be completed later than the Contract completion date, Seller shall establish a plan for making up lost time and submit to Buyer and Engineer for review before implementing the plan. All actions necessary to get the Work back on schedule shall be at Seller's expense.
- D. Schedule of Values:
1. Submit as specified in General Conditions, based on the schedule of values.
- E. Special Reports:
1. When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List the chain of events, persons participating, response by

Seller's personnel, an evaluation of the results or effects, and similar pertinent information. Advise the Buyer in advance when such events are known or predictable.

2. Submit original report to Buyer and copy to Engineer.

F. List of Subcontractors and Major Suppliers:

1. Seller shall submit to Buyer and Engineer, at Kick Off Meeting/Conference Call, a list of all subcontractors and major Suppliers complete with contact person, address, telephone number, and fax number for each of them.

PART 2 PRODUCTS - NOT APPLICABLE.

PART 3 EXECUTION - NOT APPLICABLE.

END OF SECTION 01320

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**SECTION 01330
SUBMITTALS**

PART 1 GENERAL

1.1 SUMMARY:

- A. This Section includes definitions, descriptions, transmittal, and review of submittals.
- B. Related Work Specified Elsewhere:
 - 1. Summary of Goods and Special Services: SECTION 01100.
 - 2. Definition of Schedule of Values: SECTION 01270.
 - 3. Project Meetings, Schedules and Reports: SECTION 01320.
 - 4. Equipment and Materials: SECTION 01600.
 - 5. Contract Closeout: SECTION 01780.

1.2 GENERAL INFORMATION:

- A. Definitions:
 - 1. Shop Drawings, product data, and samples are technical submittals prepared by Seller and submitted to Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe installation, operation, maintenance, or technical properties.
 - a. Shop Drawings include custom prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.
 - b. Product data includes standard printed information on materials, products and systems; not custom prepared for this Project, other than the designation of selections from available choices.
 - c. Samples include both fabricated and unfabricated physical examples of materials, products, and Work; both as complete units and as smaller portions of units of Work; either for limited visual inspection or for more detailed testing and analysis. Mock-ups are a special form of Samples which are too large to be handled in the specified manner for transmittal of Sample Submittals.
 - 2. Informational Submittals are those technical reports, administrative Submittals, certificates and guarantees not defined as Shop Drawings, product data, or Samples.
 - a. Technical reports include laboratory reports, tests, technical procedures, technical records, and Seller's design analysis.
 - b. Administrative Submittals are those nontechnical Submittals required by the Contract Documents or deemed necessary for administrative records. These Submittals include maintenance agreements, Bonds, Project photographs, physical work records, statements of applicability, copies of

industry standards, Project record data, security/protection/safety data, and similar type Submittals.

- c. Certificates and guarantees are those Submittals on Equipment and Materials where a written certificate or guarantee from the Seller is called for in the Specifications.

B. Quality Requirements:

1. Submittals such as Shop Drawings and product data shall be of the quality for legibility and reproduction purposes. Every line, character, and letter shall be clearly legible. Drawings such as reproducible shall be usable for further reproduction to yield legible hard copy.
2. Documents submitted to Engineer that do not conform to these requirements shall be subject to rejection by Engineer, and upon request by Engineer, Seller shall resubmit conforming documents. If conforming Submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. Seller's (or his Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve Seller (or his Subcontractors) from meeting the required schedule for Submittal of Shop Drawings and product data.

C. Language and Dimensions:

1. All words and dimensional units shall be in the English language.

D. Submittal Completeness:

1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable Engineer to review the information effectively.
2. Where standard drawings are furnished which cover a number of variations of the general class of Equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the Equipment being furnished. Use hatch marks to indicate variations that do not apply to the Submittal. The use of "highlighting markers" is not an acceptable means of annotating Submittals. Such annotation shall also include proper identification of the Submittal permanently attached to the drawing.
3. Reproductions or copies of Contract Drawings or portions thereof will not be accepted as complete fabrication or erection drawings. Seller may use a reproduction of Engineer prepared Contract Drawings for erection drawings such as to indicate information on erection or to identify detail drawing references. Where the drawings are revised to show this additional Seller information, Engineer's title block shall be replaced with a Seller's title block, and Engineer's professional seal shall be removed from the drawing. The Seller shall revise these erection drawings for subsequent Engineer revisions to the Contract Drawings.

1.3 TECHNICAL SUBMITTALS:

- A. Items shall include, but not be limited to, the following:
1. Seller's specifications.
 2. Catalogs, or parts thereof, of manufactured Equipment.
 3. Shop fabrication and erection drawings.
 4. General outline drawings of Equipment showing overall dimensions, location of major components, weights, and location of required connections.
 5. Detailed Equipment installation drawings, showing foundation details, anchor bolt sizes and locations, baseplate sizes, location of Buyer's connections; and all clearances required for erection, operation, and disassembly for maintenance.
 6. Bills of material and spare parts list.
 7. Instruction books and operating manuals.
 8. Material lists or schedules.
 9. Performance tests on Equipment by manufacturers.
 10. Concrete mix design information.
 11. Samples.
 12. All drawings, catalogs or parts thereof, manufacturer's specifications and data, samples, instructions, and other information specified or necessary:
 - a. For Engineer to determine that the Equipment and Materials conform with the design concept and comply with the intent of the Contract Documents.
 - b. For the proper erection, installation, operation and maintenance of the Equipment and Materials which Engineer will review for general content but not for substance.
 - c. For Engineer to determine what supports, anchorages, structural details, connections, and services are required for the Equipment and Materials, and the effects on contiguous or related structures and Equipment and Materials.
- B. Schedule of Submittals:
1. Prepare for Engineer's concurrence, a schedule for submission of all Submittals specified or necessary for Engineer's approval of the use of Equipment and Materials proposed for incorporation in the Work or needed for proper installation, operation, or maintenance. Submit the schedule with the procurement schedule and construction progress schedule. Schedule submission of all Submittals to permit review, fabrication, and delivery in time so as to not cause a delay in the Work of Seller or his Subcontractors or any other contractors as described herein.
 2. In establishing schedule for Submittals, allow 20 days in Engineer's office for reviewing original Submittals and 20 days in Engineer's office for reviewing resubmittals.
 3. The schedule shall indicate the anticipated dates of original submission for each

item and Engineer's approval thereof, and shall be based upon at least one resubmission of each item.

4. Schedule all Submittals required prior to fabrication or manufacture for submission within 7 days of the Notice to Proceed Commence Times date. Schedule Submittals pertaining to storage, installation and operation at the Site for Engineer's approval prior to delivery of the Equipment and Materials.
5. Resubmit Submittals the number of times required for Engineer's "Submittal Approved." However, any need for resubmittals in excess of the number set forth in the accepted schedule, or any other delay in obtaining approval of Submittals, will not be grounds for extension of the Contract Times, provided Engineer completes his reviews within the times stated above.

C. Transmittal of Submittals:

1. All Submittals for Equipment and Materials furnished by the Seller shall be submitted to Engineer by the Seller.
2. After checking and verifying all field measurements, transmit all Submittals to Engineer for approval as follows:
 - a. Identify each Submittal by Project name and number, Contract title and number, and the Specification Section and Article number marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.
 - b. Check and stamp Submittals with Seller's approval prior to transmitting them to Engineer. Seller's stamp of approval shall constitute a representation to Buyer and Engineer that Seller has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or Seller assumes full responsibility for doing so, and that Seller has coordinated each Submittal with the requirements of the Work and the Contract Documents.
 - c. At the time of each submission, call to the attention of Engineer in the letter of transmittal any deviations from the requirements of the Contract Documents.
 - d. Make all modifications noted or indicated by Engineer and return revised prints, copies, or Samples until approved. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by Engineer on previous Submittals. After Submittals have been approved, submit copies thereof for final distribution. Prints of approved drawings transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.
 - e. Following completion of the Work and prior to final payment, furnish record documents and approved Samples and Shop Drawings necessary to indicate "as constructed" conditions, including field modifications, in the number of copies specified. Furnish additional copies for insertion in Equipment instruction books and operating manuals as required. All such copies shall be clearly marked "PROJECT RECORD."

- f. Work requiring a Submittal shall not be commenced or shipped until the Submittal has been stamped "Submittal Approved" or "Submittal Approved as Noted" by Engineer.
 - g. Keep a copy or sample of each Submittal in good order at the site.
3. Quantity Requirements:
- a. Except as otherwise specified, transmit all Seller's Shop Drawings in the quantity as follows:
 - 1) Initial Submittal: Electronically to Engineer.
 - 2) Resubmittals: Electronically to Engineer.
 - 3) Submittal for Final Distribution: Electronically to Engineer. 1 copy to Engineer and Contractor. 1 hard copy to Buyer.
 - 4) As-Constructed Prints: Electronically to Engineer and Contractor. 1 copy to Engineer. 1 copy to Contractor. 1 hard copy to Buyer.
 - b. Transmit Submittals of product data as follows:
 - 1) Initial Submittal: Electronically to Engineer.
 - 2) Resubmittals: Electronically to Engineer.
 - 3) Submittal for Final Distribution: Electronically to Engineer. 1 copy to Engineer. 1 copy to Contractor. 1 hard copy to Buyer.
 - c. Transmit Submittals of material Samples and similar items as follows:
 - 1) Initial Submittal: 3 to Engineer.
 - 2) Resubmittal: 3 to Engineer.
 - 3) Upon approval, 1 Sample will be returned to Seller.
 - d. Transmit Submittals of Equipment instruction books and operating manuals as follows:
 - 1) Initial Submittal: Electronically to Engineer and Contractor.
 - 2) Resubmittals: Electronically to Engineer and Contractor.
 - 3) Submittal for Final Distribution: Electronically to Engineer and Contractor. 1 hard copy to Engineer. 1 hard copy to Contractor. 1 hard copy to Buyer.
 - e. Transmit "Submittals for Reference Only": Electronically to Engineer.
 - f. Engineer, Contractor, and Buyer may copy and use for internal operations and staff training purposes any and all document Submittals required by this Contract and approved for final distribution, whether or not such documents are copyrighted, at no additional cost to Buyer. If permission to copy any such Submittal for the purposes stated is unreasonably withheld from Buyer by Seller or any Subcontractor or manufacturer, Seller shall provide 20 copies plus the number of copies required by Seller to Engineer for final distribution.
4. Copies of the Equipment erection drawings and other Submittals required for the installation of Equipment furnished by others under separate contract for installation under this Contract will be transmitted to Contractor by Seller in the final distribution of such Submittals.

D. Engineer's Review:

- 1. Engineer will review and return Submittals to Seller with appropriate notations. Instruction books and similar Submittals will be reviewed by Engineer for general

content but not for detailed substance.

2. Engineer's approval of Submittals will not relieve Seller from Seller's responsibility as stated in the General Conditions.
3. Engineer shall review each submittal a maximum of 2 times at no cost to the Seller, not including record copies of submittals. Seller shall be responsible for the cost of Engineer's review of any submittal after the second review of a particular submittal. The cost of any such reviews will be billed to the Seller at a rate of \$165.00 per hour and at a minimum of 1 hour each review after the second submittal. Any outstanding amount due to Engineer shall be withheld from the final payment to the Seller.

E. Submittal Action Stamp:

1. Engineer's review action stamp, appropriately completed, will appear on all Submittals of Seller when returned by Engineer. Review status designations listed on Engineer's action stamp are defined as follows:

SUBMITTAL APPROVED: Signifies Equipment or Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is approved for incorporation in the Work. Seller is to proceed with fabrication or procurement of the items and with related Work. Copies of the Submittal are to be transmitted to Engineer for final distribution.

SUBMITTAL APPROVED AS NOTED (RESUBMIT): Signifies Equipment and Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is approved for incorporation in the Work in accordance with Engineer's notations. Seller is to proceed with fabrication or procurement of the items and with related Work in accordance with Engineer's notations and is to submit a revised Submittal responsive to notations marked on the returned Submittal or written in the letter of transmittal.

SUBMITTAL RETURNED FOR REVISION (RESUBMIT): Signifies Equipment and Material represented by the Submittal appears to conform with the design concept and comply with the intent of the Contract Documents but information is either insufficient in detail or contains discrepancies which prevent Engineer from completing his review. Seller is to resubmit revised information responsive to Engineer's annotations on the returned Submittal or written in the letter of transmittal. Fabrication or procurement of items represented by the Submittal and related Work is not to proceed until the Submittal is approved.

SUBMITTAL NOT APPROVED (SUBMIT ANEW): Signifies Equipment and Material represented by the Submittal does not conform with the design concept or comply with the intent of the Contract Documents and is disapproved for use in the Work. Seller is to provide Submittals responsive to the Contract Documents.

FOR REFERENCE, NO APPROVAL REQUIRED: Signifies Submittals which are for supplementary information only; pamphlets, general information sheets, catalog cuts, standard sheets, bulletins and similar data, all of which are useful to Engineer or Buyer in design, operation, or maintenance, but which by their nature do not constitute a basis for determining that items represented thereby conform with the design concept or comply with the intent of the Contract Documents. Engineer reviews such Submittals for general content but not for substance.

F. Instruction Books and Operating Manuals:

1. Equipment instruction books and operating manuals shall be prepared by the manufacturer and shall include the following:
 - a. Index and tabs.
 - b. Instructions for installation, start-up, operation, inspection, maintenance, parts lists and recommended spare parts, and data sheets showing model numbers.
 - c. Applicable drawings.
 - d. Warranties and guarantees.
 - e. Address of nearest manufacturer-authorized service facility.
 - f. All additional data specified.

1.4 INFORMATIONAL SUBMITTALS:

A. Informational Submittals are comprised of technical reports, administrative Submittals, and guarantees which relate to the Work, but do not require Engineer approval prior to proceeding with the Work. Informational Submittals include:

1. Hydrostatic testing of pipes.
2. Certification on Materials:
3. Temperature records.
4. Piping stress analysis.
5. Shipping or packing lists.
6. Job progress schedules.
7. Equipment and Material delivery schedules.
8. Progress photographs.
9. Warranties and guarantees.

B. Transmittal of Informational Submittals:

1. All informational Submittals furnished by Seller shall be submitted to Engineer by Seller unless otherwise specified.
 - a. Identify each informational Submittal by Project name and number, Contract title and number, and the Specification Section and Article number marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.

- b. At the time of each submission, call to the attention of Engineer in the letter of transmittal any deviations from the requirements of the Contract Documents.
 - 2. Quantity Requirements:
 - a. Technical reports and administrative Submittals except as otherwise specified:
 - 1) Engineer: Electronically (hard copies as identified above).
 - b. Written Certificates and Guarantees:
 - 1) Engineer: Electronically (hard copies as identified above).
 - 3. Test Reports:
 - a. Responsibilities of Seller, Contractor, Buyer, and Engineer regarding tests and inspections of Equipment and Materials and completed Work are set forth elsewhere in these Contract Documents.
 - b. The party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute test reports as follows:
 - 1) Buyer: One copy.
 - 2) Engineer: One copy and electronic.
 - 3) Resident Project Representative: One copy.
 - 4) Contractor: Two copies.
 - 5) Seller: One copy.
- C. Engineer's Review:
- 1. Engineer will review informational Submittals for indications of Work or Material deficiencies.
 - 2. Engineer will respond to Seller on those informational Submittals which indicate Work or Material deficiency.
- PART 2 PRODUCTS - NOT APPLICABLE.
- PART 3 EXECUTION - NOT APPLICABLE.

END OF SECTION 01330

**SECTION 01600
EQUIPMENT AND MATERIALS**

PART 1 GENERAL

1.1 SUMMARY:

- A. This Section includes administrative and procedural requirements governing Seller's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. For the applicability of industry standards to products specified: DIVISIONS 2 through 16.
 - 2. For submittal of Seller's progress schedule and the Submittal schedule: SECTIONS 01320 and 01330.
 - 3. For handling requests for substitutions made after award of the Contract: GENERAL CONDITIONS.

1.2 DEFINITIONS:

- A. Definitions used in this Article are not intended to change the meaning of other terms used in these Contract Documents, such as "specialties," "systems," "structures," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "Material," "Equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
 - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 - 3. "Equipment" is a product with operational or non-operational parts, whether motorized, or manually operated, that may require service connections, such as wiring or piping.

1.3 SUBMITTALS:

- A. Submittals of products are specified in SECTION 01330 and in applicable sections of DIVISIONS 2 through 16.

1.4 QUALITY ASSURANCE:

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete Project requirements in a timely manner, consult with Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Seller is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Along with required labels and operating data, manufacturer or producer's nameplates, imprints, or trademarks may be placed on surfaces exposed to view.
 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

1.5 TRANSPORTATION AND SHIPMENT:

- A. Shipment Preparation:
 1. Seller shall require manufacturers and suppliers to prepare products for shipment in a manner to facilitate unloading and handling, and to protect against damage, deterioration, or unnecessary exposure to the elements in transit and storage. Provisions for protection shall include the following:
 - a. Crates or other suitable packaging materials.
 - b. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt.
 - c. Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel.
- B. Marking: Each product item shall be tagged or marked as identified in the delivery schedule or on Submittals. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING:

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 1. Schedule delivery to minimize long-term storage at the Site and to prevent overcrowding of construction spaces. Allow ample time to avoid delay of the Work.
 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to the Site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. Inspect shipment to assure:
 - a. Product complies with requirements of Contract Documents and reviewed Submittals.
 - b. Quantities are correct.
 - c. Containers and packages are intact and labels are legible.
 - d. Products are properly protected and undamaged.
5. Store products at the Site in a manner that will facilitate inspection and measurement of quantity or counting of units. Mark deliveries of component parts of Equipment to identify the Equipment, to permit easy accumulation of parts, and to facilitate inspection and measurement of quantity or counting of units.
6. Store heavy Materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, and with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
8. Protect exposed machined surfaces and unpainted iron and steel as necessary with suitable rust preventive compounds.
9. Protect bearings and similar items with grease packing or oil lubrication.
10. Handle and store steel plate, sheet metal, and similar items in a manner to prevent deformation.
11. For storage of pipe and other products on easements and rights-of-way in residential and commercial areas, do not exceed the minimum required by scheduled laying operations, and conform to all requirements of public authorities. Store or place pipe along roads, set back from shoulder or curb, and at an angle tending to deflect vehicles if struck. Place or block pipe to preclude its accidental movement.

B. Handling:

1. Provide equipment and personnel necessary, to unload and handle products, by methods to prevent damage or soiling to products, or packaging.
2. Handle by methods to prevent bending or overstressing. Where lifting points are designated, lift components only at those points.
3. Provide additional protection to surrounding surfaces as necessary to prevent damage.

C. Maintenance of Storage:

1. Inspect stored products on a scheduled basis.

2. Verify that storage facilities comply with manufacturer's product storage requirements, including environmental conditions continually maintained.
 3. Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.
- D. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from subsequent construction operations. Remove coverings when no longer needed or as specified.

PART 2 PRODUCTS

2.1 PRODUCT SELECTION:

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise specified or indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 2. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Continued Availability: Where, because of the nature of its application, Buyer is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard products for which the manufacturer has published assurances that the products and
 4. Conform to applicable Specifications, codes, standards, and regulatory agencies.
 5. Comply with size, make, type, and quality specified, or as specifically approved in writing by Engineer.
 6. Manufactured and Fabricated Products:
 - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Equipment and Materials shall be suitable for service conditions intended.
 - d. Equipment capacities, sizes, and dimensions indicated or specified shall be adhered to unless variations are specifically approved in writing by Engineer.
 - e. Provide labels and nameplates where required by regulatory agencies or to state identification and essential operating data.
 7. Do not use products for any purpose other than that for which designed or specified.
 8. To the fullest extent possible, provide products of the same kind from a single source.

PART 3 EXECUTION

3.1 INSTALLATION OF PRODUCTS:

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place except as required for proper movement and performance, and accurately located and aligned with other Work.
 - 1. Obtain and distribute copies of manufacturer's printed instructions and recommendations if not a part of Submittals, containers, or packaging to parties involved in the installation, including a copy to Engineer and Resident Project Representative.
 - 2. Maintain one complete set of instructions at the Site during installation and until completion.
 - 3. Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

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**SECTION 01780
CONTRACT CLOSEOUT**

PART 1 GENERAL

1.1 SUMMARY:

- A. Definition: Closeout is defined to include general requirements near end of Contract Time, final acceptance, final payment, and similar actions evidencing completion of the Work. Specific requirements of Work outlined in the Contract Documents and Technical Specifications. Time of closeout is directly related to the “Substantial Completion” of the installation contract.
- B. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Instruction book and operating manual submittal.
 - 4. Submittal of warranties.
- C. Related Work Specified Elsewhere:
 - 1. Prerequisites to Substantial Completion and Final Acceptance: GENERAL CONDITIONS.
 - 2. Submittals: SECTION 01330.

1.2 REQUIREMENTS FOR FINAL PAYMENT

- A. General: Unless otherwise required elsewhere by these Procurement Documents, the following shall be furnished to Buyer prior to application for final payment:
 - 1. Field Services.
 - 2. Maintenance and operating instructions.
 - 3. Guarantees.
 - 4. Certifications of inspection and Final Acceptance.
 - 5. “Record Document” Submittals.
 - 6. Other documents as required by Procurement Documents.
 - 7. Spare parts.
- B. Final Payment: Specified in the Procurement Agreement and General Conditions.

1.3 FINAL ACCEPTANCE:

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Price.
 3. Submit a certified copy of Engineer's final inspection list of items to be completed or corrected, endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by Engineer.
 4. Submit consent of Surety to final payment.
 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 6. Submit a final liquidated damages settlement statement.
 7. Submit executed Notice of Final Acceptance.
- B. Re-inspection Procedure: Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to Engineer.
1. Upon completion of re-inspection, Engineer will prepare a certificate of final acceptance. If the Work is incomplete, Engineer will advise Seller of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection will be repeated.
- 1.4 RECORD DOCUMENT SUBMITTALS (BY CONTRACTOR):
- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for Engineer's reference during normal working hours.
 - B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Record information concurrently with construction progress.
 2. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work. Mark each document "PROJECT RECORD" in neat, large, printed letters.
 3. Mark new information that is important to Buyer but was not shown on Contract Drawings or Shop Drawings.

4. Note related Change Order numbers where applicable.
 5. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 6. Include the following:
 - a. Depths of various elements of foundation in relation to finish first floor datum.
 - b. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of construction.
 - d. Where Submittals are used for mark up, record a cross reference at corresponding location on Drawings.
 - e. Field changes of dimension and detail.
 - f. Changes made by Change Order or other Modifications.
 - g. Details not on original Contract Drawings.
- C. Record Specifications: Maintain one complete copy of the Contract Documents including Addenda. Include with the Contract Documents one copy of other written construction documents, such as Change Orders and Modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and product data.
 4. Upon completion of the Work, submit record Specifications to Engineer for Buyer's records.
 5. Include the following:
 - a. Manufacturer, trade name, catalog number, and supplier of each product and item of Equipment actually installed, particularly optional and substitute items.
 - b. Changes made by Addendum, Change Order, or other Modifications.
 - c. Related Submittals.
- D. Record Product Data: Maintain one copy of each product data Submittal. Note related Change Orders and markup of record drawings and Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Site and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work that cannot

otherwise be readily discerned later by direct observation.

3. Upon completion of markup, submit a complete set of record product data to Engineer for Buyer's records.
- E. Record Samples Submitted: Immediately prior to Substantial Completion, Seller shall meet with Engineer and Buyer's personnel at the Project Site to determine which Samples are to be transmitted to Buyer for record purposes. Comply with Buyer's instructions regarding packaging, identification, and delivery to Buyer.
 - F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and Submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to Engineer for Buyer's records.
 - G. Instruction Books and Operating Manuals: Organize operation and maintenance data into suitable sets of manageable size as specified in SECTION 01330.
 - H. Warranties and Bonds: Specified in GENERAL CONDITIONS, and SECTION 01330.
- 1.5 SPARE PARTS:
- A. Products Required:
 1. Provide to Buyer the quantities of products, spare parts, maintenance tools, and maintenance materials specified in individual Sections, in addition to that required for completion of Work.
 2. Products shall be identical to those installed in the Work. Include quantities required from Seller or manufacturer of original purchase to avoid variations in manufacture.
 - B. Storage, Maintenance:
 1. Coordinate with Buyer. Deliver and unload spare products to Buyer at Project Site and obtain receipt prior to final payment.
 2. For portions of Project accepted and occupied by Buyer prior to Substantial Completion, deliver the applicable spare products to Buyer at time of acceptance. Obtain receipt.
 3. Maintain spare products in original containers with labels intact and legible, until delivery to Buyer.

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION

3.1 CLOSEOUT PROCEDURES:

- A. Operation and Maintenance Instructions: Seller to meet with Buyer's personnel at Project Site to provide instruction in proper operation and maintenance. Include a detailed review of the following items:
1. Instruction books and operating manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Lubricants.
 6. Fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards, hazardous chemicals data sheets.
 10. Cleaning.
 11. Warranties and bonds.
 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
 2. Shutdown.
 3. Emergency operations.
 4. Noise and vibration adjustments.
 5. Safety procedures.
 6. Economy and efficiency adjustments.
 7. Effective energy utilization.

END OF SECTION 01780

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**SECTION 11500 – PERFORMANCE SPECIFICATION:
MBR SYSTEM EQUIPMENT PACKAGE**

PART 1 GENERAL

1.1 MBR EQUIPMENT PACKAGE DESCRIPTION:

- A. This performance based Procurement Specification outlines SELLER requirements consisting of fabrication, supply, shipment, installation inspection, startup, performance testing, and operator training of an MBR System as specified herein.

1.2 SUMMARY:

- A. This section covers all labor, materials, equipment, and incidentals required and delivery to the jobsite ready for installation by the CONTRACTOR, an MBR system capable of attaining the required capacity flow rates at 8°C with a minimum of two trains, as specified herein.
- B. The specified equipment is being purchased for the expanded VTSV Wastewater Treatment Plant, Village of Taos Ski Valley, New Mexico. The BUYER wishes to pre-procure the MBR equipment package to allow the SELLER to coordinate with the ENGINEER during design of the project to customize the facility modifications making use of existing treatment basins and minimizing construction of new treatment basins/facilities.
- C. The equipment will be purchased by the BUYER who is constructing the wastewater treatment plant on a design-bid-build basis.
- D. Related Work Specified Elsewhere:
 - 1. Summary of Goods and Services: SECTION 01110
 - 2. Schedule of Values: SECTION 01270
 - 3. Project Meetings, Schedules, and Reports: SECTION 01320
 - 4. Submittals: SECTION 01330
 - 5. Equipment and Materials: SECTION 01600
 - 6. Contract Closeout: SECTION 01780

1.3 REFERENCES:

- A. Applicable Standards:
 - 1. American Iron and Steel Institute (AISI).
 - a. 4130 – Heat Treated Alloy Steel
 - b. 4140 – Heated Treated Hexagon Steel
 - 2. American National Standard Institute (ANSI):

- a. B16.1 – Cast-Iron Pipe Flanges and Flange Fittings, Class 25, 125, 250 and 800.
- 3. American Society for Testing and Materials (ASTM):
 - a. A29/A29M – Steel Bars, Carbon and Alloy, Hot-Wrought and Cold-Finished.
 - b. A36 – Structural Steel Specifications.
 - c. A48 – Gray Iron Castings.
 - d. A53, Grade B – Pipe Specifications
 - e. A325 – High Strength Fastener Specifications
 - f. A370 – Mechanical Testing of Steel Products.
 - g. A536 – Cast Iron Specifications
 - h. 303 – Stainless Steel Material Specifications
 - i. 304 – Stainless Steel Material Specifications
 - j. 316 – Stainless Steel Material Specifications
- 4. American Gear Manufacturers Association (AGMA).
- 5. American Welding Society (AWS).
 - a. Welding in Building Construction Specifications.
- 6. American Society of Mechanical Engineers (ASME).
 - a. Pressure Vessel Specifications.
- 7. American Water Works Association (AWWA).
 - a. C504 – Standard for Rubber-Seated Butterfly Valves
 - b. C508 – Standard for Swing-Check Valves for Waterworks, 2-inch through 24-inch
 - c. C540 – Power Actuating Devices for Valves and Sluice Gates.
 - d. C550 – Protective Epoxy Interior Coatings for Valves and Hydrants.
- 8. Anti-Friction Bearing Manufacturers Association (AFBMA).
 - a. Bearing Life Specifications.
- 9. Federal Communications Commission (FCC).
- 10. Institute of Electrical and Electronic Engineers (IEEE).
- 11. The Instrumentation, Systems and Automation Society (ISA)
- 12. ISO Standard 9001
- 13. Insulated Cable Engineers Association (ICEA)
- 14. National Electric Code (NEC):

15. National Electrical Manufacturers Association (NEMA):
 - a. Motor Design Standards.
 - b. 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
 - c. ICS6 – Enclosures for Industrial Controls and Systems.
16. National Fire Protection Association (NFPA):
 - a. 70 – National Electrical Code.
17. Pipe Fabrication Institute (PFI):
18. Standards of the Hydraulic Institute.
19. Underwriters Laboratory (UL):
 - a. 508 – Electric Industrial Control Equipment.

1.4 DEFINITIONS:

- A. AADF: Average annual daily flow is the net daily flow lasting approximately 7 – 9 months.
- B. Average Flux Rate (GFD): The permeate produced (in gallons per day) divided by the outside surface area of the membrane (in square feet), calculated over a time period of 60 minutes or more.
- C. Clean-in-Place (CIP): Any instance in which a membrane train is taken offline and subjected to cleaning chemicals for a period of approximately 30 minutes. The CIP procedure may be manual, automated or semi-automated, and uses one or more cleaning chemicals to reverse the effects of Membrane Fouling. This involves isolating a Membrane Train and filling membrane train or Permeate side of membrane unit fully or partially with cleaning chemicals. The membranes /process components are soaked for a period of time then the spent chemical solution is removed from the Membrane Train. This process may also be termed Recovery Clean.
- D. Design Flow: The word “Design Flow” is interchangeable with the word “Net Flow”.
- E. Instantaneous Flux Rate (GFD): The permeate produced (in gallons per day) divided by the outside surface area of the membrane (in square feet), calculated based on flow rate at a given instant in time.
- F. Instantaneous Flow Rate: Equals the Permeate flow rate produced during the service cycle in gallons per day. Service cycle is defined as the period of continuous permeation between the membrane relaxation and backpulse where the SELLER’s equipment uses relaxation and/or backpulse as a permeability maintenance method.
- G. Maintenance Clean: Any instance in which a membrane train is taken offline and subjected to cleaning chemicals for a period of approximately 30 minutes or less with the goal of removing foulants from the membrane surface to lower the TMP.

- H. MBR System: Secondary Treatment Process including biological treatment, chemical addition, and membrane filtration. Inclusive of all components supplied by SELLER.
- I. Membrane Module: The smallest component of the membrane system.
- J. Membrane Cassette: A Membrane Cassette is the smallest assembled unit of the membrane system that is designed to be removed from a membrane system and replaced as a complete unit.
- K. Membrane Train: A stand-alone set of Membrane Cassettes operated as one unit.
- L. MLSS: Mixed liquor suspended solids.
- M. MMDF: Maximum month daily flow is the net daily flow lasting approximately 3 – 5 months.
- N. PPF: Peak period net daily flow (occurs for a maximum of 15 consecutive days, twice per year typically during the Christmas Holidays and Spring Break).
- O. PHF: Peak hourly net flow lasting approximately 4 -10 hours.
- P. Performance Test: A performance run which demonstrates the system meets the performance requirements specified.
- Q. Permeate: Water produced by the membrane filtration process.
- R. Permeability (GFD/psi): The instantaneous flux rate (in GFD) divided by the transmembrane pressure (TMP) in psi.
- S. Production Capacity (MGD): The net production rate of permeate over a 24-hour period of continuous operation.
- T. Recovery Clean: Any instance in which a membrane train is taken offline and subjected to cleaning chemicals for a period of approximately 6 hours or longer with the goal of removing foulants from the membrane surface to lower the TMP.
- U. Relaxation: Any routine instance a Membrane Train is taken offline by temporarily stopping the Permeate pump.
- V. RAS: Return activated sludge.
- W. Temperature Corrected Permeability: Shall equal the permeability multiplied by the Manufacturer's Temperature Correction Factor (TCF) expressed in the following form:

$$P_{20} = P_t \times \text{TCF} (20-t)$$

Where: P_{20} = permeability at 20°C

P_t = permeability at measured temperature

- X. Transmembrane Pressure (TMP): A measure of differential pressure across a membrane module or group of modules.
- Y. WAS: Waste activated sludge.

1.5 SYSTEM PERFORMANCE REQUIREMENTS AND CONFIGURATION

- A. The system shall include a minimum of two process trains. Each train shall be capable of operating independently of all other trains including forward filter flow, backpulse cycles (if required), cleaning cycles, and as outlined in the Contract Documents.
- B. The system shall include a minimum of two membrane basins, as indicated on the Drawings. Each basin shall contain a proportional percentage of the membrane system capacity.
- C. Approximately 1,147 square feet of basin area per train has been allowed in the treatment facility per Layout Option 1, as indicated on the Drawings. If Layout Option 2 is advanced by the SELLER, the basin area would be reduced since one of the existing clarifiers would be used for membrane basins.
- D. All basins will be housed within the expanded treatment building.
- E. Basin side-water depths (maximum) are identified as follows:
 - 1. Pre-Anoxic Basins and MBR Basins (New Basins) – Layout Option 1: 18 feet
 - 2. Aeration Basins (New Basins) –Layout Option 1: 18 feet
 - 3. Post-Anoxic Basins (Existing Basins) – Layout Option 1: 15 feet
 - 4. MBR Basins (Existing Clarifiers) – Layout Option 2: 12 feet
- F. The process design shall utilize chemical Phosphorus removal only.
- G. The MBR system shall be capable of handling the peak period flow (PPF) listed in the Design Influent Flow Conditions Table, 1.5, P., for a period of 24 consecutive hours without loss of treatment efficiency or damage to the system.
- H. The MBR system shall meet performance requirements for the Peak Period Flow (PPF) listed in the Design Influent Flow Conditions Table with one Membrane Train out of service (N+1) for 24 hours without any loss in treatment efficiency or damage to the system.
- I. The MBR system shall include provisions for Hot Retrieval of one Membrane Unit.
 - 1. “Hot Retrieval” is defined as the ability to readily remove one complete membrane unit, including diffusers, with a single pick and without draining the membrane/process zone and without taking other membrane units within the same membrane basin offline.
- J. RAS ratio shall be a maximum of 6Q.

- K. Nitrate recycle (internal mixed liquor recycle – IMLR) shall be a maximum of 4Q and is optional.
- L. If a nitrate recycle (internal mixed liquor recycle – IMLR) stream is not proposed, SELLER shall provide documentation showing equipment line-item and operating cost items for both approaches.
- M. The design MLSS in the MBR shall be a maximum of 13,500 mg/l.
- N. Membrane Equipment System requirements specified herein shall be met when mixed liquor flows and characteristics comply with the following:
 1. Average Mixed Liquor Suspended Solids (MLSS) Concentration range in the Membrane Basins: 7,000 mg/L to 18,000 mg/L.
 2. Biological Total Solid Retention Time (SRT): 18 to 25 days.
 3. Minimum temperature in the process basins: 8 °C
 4. Wastewater to membrane bioreactor will be screened using a 2 mm mechanical screen provided by Others as part of the overall facility design.
- O. All system components shall meet the requirements and recommendations of the New Mexico Environment Department Construction Programs Bureau Recommended Standards for Wastewater Facilities 2003 Edition.
- P. The system shall be designed and fabricated in accordance with this Section and for the following plant influent flow and loading:

Table 1. Design Influent Flow Conditions

Flow Condition	Flow (mgd)
Current Off- Season Low- Flow	0.05
Startup Flow	0.09
Typical Operating Flows (Short-term 5 - 10 years)	0.15
Annual Average Daily Flow (AADF)	0.20
Maximum Month Average Daily Flow (MMDF)	0.31
Peak Period Flow (PPF)	0.44
Peak Hour Flow (gpm) ¹	430.5

(1) PHF's are equalized using the existing concrete EQ tank to the PPF (0.44 MGD)

Table 2. Design Influent Loading

Flow/Loading Condition	Concentration	MMDF	AADF	Short Term	Startup	PPF	PHF
	mg/L ⁽¹⁾	lbs/Day					
BOD ₅ ⁽²⁾	350	905	583	438	263	1284	NA
TP ⁽²⁾	12	31	20	15	9	44	NA
TKN ⁽³⁾	66	171	110	83	50	242	NA
TSS	300	---	---	---	---	---	---
Ammonia ⁽²⁾	45	116	75	56	34	165	NA
VSS	180	180	180	180	180		
Soluble Unbiodegradable TKN (N/TKN)	2 %						
Alkalinity	150	---					

- (1) Concentrations are assumed to be same for all flow conditions
- (2) Based on historical 90th percentile
- (3) Typical TKN: Ammonia ratio
- (4) The PHF is equalized using the existing concrete EQ tank to the PPF (0.44 MGD)

Q. The following process-related system design parameters shall be utilized:

Table 3. Process Related Design Parameters

Parameter	Units	Value
Site Elevation	ft ASL	9260
Relative Humidity	%	5 to 95
Ambient Temperature Range (Inside building)	°F	40 to 98
MLSS Temperature Range	°C	8 to 20
Aerobic SRT	Days	15
Total SRT	Days	5
Number of Trains		2
IMLR Recycle, Max ⁽¹⁾		4Q
RAS Recycle, Max ⁽¹⁾		6Q
Membrane Avg. Flux Rate, total	gfd	7-15

(1) Q- Influent PPF

- R. The system shall be designed and fabricated in accordance with this Section and shall meet the following plant effluent limits:

Table 4. Effluent Permit Limit Performance Requirements

Parameter	Value lbs/Day	Value mg/L
BOD	23.8	9.1
TSS	23.8	9.1
Total Nitrogen (lowest load from existing permit)	13.65	5.2
Ammonia	5.34	2.1
Total Phosphorus (lowest load from existing permit)	0.8	0.31
pH, (Standard Units)	NA	6.6 - 8.8
Total Residual Chlorine (TRC)	NA	0.019

(1) Effluent concentrations are 30-Day average

S. Performance Guarantees:

1. SELLER shall furnish a one-year, non-prorated materials and workmanship warranty for all components comprising the MBR System.
2. Manufacturer shall provide an additional 10 year warranty on membrane performance. If the performance requirements are not met in years one through ten, the membrane elements shall be replaced at the price included with the bid, less a credit of 1/100 of the unit price for each unused month of the warranty period. Failure to meet the performance criteria is defined as any of the following:
 - a. Inability to meet production capacity requirements under flow and loading conditions specified provided membrane tank feed conditions outlined in these specifications are met.
 - b. Inability to meet the membrane permeate quality requirements specified.
3. If the MBR System does not meet the requirements of the Performance Test or the system fails to meet the specified performance requirements for the first year of operation, the SELLER shall be responsible for complete removal and installation of membrane products that are not capable of meeting the specified performance conditions, or if necessary, provide and install additional membrane elements and all associated components and ancillary equipment.
4. The SELLER shall guarantee that replacement parts for the MBR System shall continue to be available to the BUYER for a minimum of 20 years from the date of Substantial Completion. The SELLER shall guarantee that if the company of product line is sold, the SELLER shall make provisions such that all guarantees, warranties, and bonds shall remain in effect and that replacement parts and operational support continue to be available to the BUYER for the time period specified above.

T. Control Requirements:

1. The SELLER shall be responsible for the control of the MBR equipment package in the following format:
 - a. Influent Flume Flow Metering: Monitoring.
 - b. Carbon Substrate Feed System: Monitoring (dose paced).
 - c. PACl Feed System: Monitoring (dose paced).
 - d. Permeate Pumps: As specified in this SECTION.
 - e. MBR System: As specified in this SECTION.
 - f. RAS Pumps: As specified in this SECTION.
 - g. IMLR Pumps: As specified in this SECTION.
 - h. Air Scour Blowers: As specified in this SECTION.
 - i. Aeration Basin Blowers: As specified in this SECTION.
 - j. Valves: As specified in this SECTION.
 - k. CIP System: As specified in this SECTION.
 - l. Neutralization System (if required): As specified in this SECTION.
 - m. Existing Automated Instrumentation & Controls: Monitoring.
 - n. Ultraviolet Reactors: Monitoring.
 - o. Alkalinity Feed System: Monitoring. (dose paced).
 - p. Effluent Flume Flow Meter: Monitoring.
2. For reference, the following Drawings are attached:
 - a. Treatment Plant Layout/Process Flow Diagram.
 - b. Site Plan

U. Scope of Supply Exclusions:

1. The following components are specifically not included in the SELLER's scope of supply:
 - a. Chemical feed equipment system components associated with alkalinity, PACl, and carbon substrate.
 - b. WAS pumps and appurtenant equipment.
 - c. Headworks mechanical screen equipment.
 - d. WAS handling and dewatering.
 - e. UV disinfection system.

1.6 SUBMITTALS:

- A. Furnish Submittals in accordance with Section 01330.

- B. General Submittal Requirements: Shop drawings and other data for all materials, equipment, valves, instrumentation, controls, and other items specified in this specification section shall be submitted to the ENGINEER by the SELLER as specified in the Contract Documents. Submit complete shop drawings of all equipment furnished including cut sheets describing purchased subcomponents with the specific subcomponents used for this project properly identified. All submitted information shall include a certification that the submittal describes exactly the equipment to be provided and substitutions subsequent to submittal approval will not be allowed.
1. Equipment name and identification number (e.g., equipment number).
 2. Item detailed description and specifications.
 3. Item weight(s) both empty and filled with the service fluid.
 4. Electrical data, including control and wiring diagrams, as applicable. The wiring diagrams shall show all field connections with identification of terminations between control panels, junction terminal boxes, and equipment items.
 5. Complete electrical schematic diagrams, as applicable.
 6. Complete dimensioned fabrication, foundation/anchor bolt placement, assembly, and installation drawings.
 7. Catalog cut sheets and brochures.
 8. Recommended list of spare parts.
 9. Elevation of proposed control panel and solenoid bank showing panel-mounted devices, details of enclosure type, single line diagram of power distribution, and current draw of panel, and list of all terminals required to receive inputs or to transmit outputs from the control panel.
- C. MBR Treatment System - General: The following additional information shall be submitted for the MBR equipment package system:
1. Detailed and dimensioned drawings of the MBR Cassettes shall be submitted:
 - a. Hydraulic Profile
 - b. Plan Drawings Showing Equipment and Piping Layout
 - c. Membrane Basins Plan and Sections
 - d. Membrane Cassettes Plan and Sections
 - e. Equipment Standard Details
 2. Detailed process and instrumentation diagrams (P&IDs) specific to the Project showing the complete MBR treatment system, including all the items specified in this section as well as the required interconnecting piping. The following components shall be included in the P&IDs submitted to the ENGINEER:
 - a. Symbol Legend and Abbreviation Index
 - b. Membrane Trains Permeate Piping
 - c. Membrane Filter Cassette Details

- d. Air Scrub Systems
 - e. Aeration Basin Piping Systems (aeration, RAS, IMLR subsystems)
 - f. Chemical Clean-in-Place System
 - g. Neutralization System (if required)
3. Detailed MBR Main Control Panel drawings including the following:
- a. Enclosure Fabrication Notes
 - b. Dimensioned Enclosure Door Layout and Side Profile, including the locations of all lights, latches, and other appurtenances.
 - c. Back panel layout showing all input and output modules, control and instrumentation devices, power transformers/supplies, electrical receptacles, and all other installed items.
 - d. 120 VAC and 24 VDC Power Distribution Schematic
 - e. Wiring Schematics
 - f. Communications Schematics, including Ethernet module connections
 - g. Uninterrupted Power Supply
 - h. Nameplate Details
 - i. Terminal Strip Detail
4. CIP Chemical Feed System (and Neutralization system, if required) drawings including the following:
- a. Chemical feed pumps, valve manifolds, tanks layout
5. Detailed Electrical Interconnection Drawings including the following:
- a. Table of Contents
 - b. Power One Line Diagrams
 - c. Network Diagrams showing communications between the MBR Main Control Panel, Plant Control and Instrumentation System, and other items via Ethernet cabling systems.
- D. Pumps: The following additional information shall be submitted for the pumps to be provided under this specification system:
- 1. Performance data curves showing head, capacity, horsepower demand, NPSH required, and pump efficiency over the entire operating range of the pump.
 - 2. Assembly and installation drawings including shaft size, seal, coupling, bearings, anchor bolt plan, part nomenclature, material list, outline dimensions, and shipping weights.
- E. Aeration Basin Blower System: The following additional information shall be submitted for the Aeration Basin Blower System:
- 1. Performance data curves showing output pressure, capacity, horsepower demand,

- and efficiency.
2. Assembly and installation drawings including outline dimensions, installation guidelines and shipping weights.
 3. Noise data including noise suppression data on noise enclosures
- F. Air Scrub Blower System: The following additional information shall be submitted for the Air Scrub System:
1. Performance data curves showing output pressure, capacity, horsepower demand, and efficiency.
 2. Assembly and installation drawings including outline dimensions, installation guidelines and shipping weights.
 3. Noise data including noise suppression data on noise enclosures.
- G. Fine Bubble Diffuser System: The following information shall be submitted to include in-basin aeration piping, pipe drops, submerged manifolds, laterals, diffusers, drain pipes, pipe supports, and purge system.
- H. Instruments: The following additional information shall be submitted for the instruments to be provided under this specification system:
1. Dimensions.
 2. Power requirements
 3. Operating Range
 4. Materials of Construction
 5. Manufacturer's Specific Part Numbers
- I. Electrical/Instrumentation and Controls:
1. Network diagram: A drawing showing all network attachments between equipment and control panels.
 2. One Line Diagram: A one-line power diagram detailing the system loads.
 3. Control Panel Drawing:
 - a. Panel fabrication drawing to include:
 - 1) Detail of internal panel wiring
 - 2) Point to point detail of field I/O terminations showing both the internal panel and field device termination points
 - 3) Termination details of network and power wiring
 - 4) Back panel component layout
 - 5) Enclosure dimensions
 - 6) Door mounted component details
 - 7) Notes detailing enclosure rating, wire sizes, types and color, wiring methods, electrical ratings and specifications the panel is designed and manufactured to.

- 8) Detail of all labels and nameplates mounted or attached to the enclosure
4. Input/Output List
 - a. A list of each of the supplied control panel's I/O with the following details:
 - 1) PLC rack number (if applicable)
 - 2) PLC rack slot number the card is in (if applicable)
 - 3) PLC address
 - 4) Type of I/O (Digital Input - DI, Digital Output - DO, Analog Input - AI, Analog Output - AO, etc.)
 - 5) I/O module terminal number
 - 6) I/O point tag
 - 7) Signal type or description
 - 8) Signal power requirements
 - 9) Schematic diagram line number
 5. Wire List
 - a. This list details the wires required to be run from each control panel to other control panels and to field devices. The list includes the following details:
 - 1) Wire number
 - 2) Panel the wire is from
 - 3) Schematic line number of wire starting point
 - 4) Panel terminal number of wire starting point
 - 5) Panel or device the wire terminates in
 - 6) Schematic line number of wire termination point
 - 7) Device terminal number of wire termination
 - 8) Recommended wire type (size and insulation type and color)
 - 9) Cable number (if applicable)
 - 10) Recommended cable make and model (if applicable)
 - 11) Cable description (if applicable)
 6. Instrument List
 - a. The instrument list details all the instruments supplied with the MBR system. The list includes the following details:
 - 1) Instrument tag number
 - 2) P&ID location
 - 3) Function
 - 4) Manufacturer and model number
 - 5) Span
 - 6) Process connection
 - 7) Field install or factory install
 - 8) Power required
 - 9) Subsystem instrument is in (rack, CIP, etc.)

7. Instrument Catalog Cut Sheets
 - a. There will be an annotated catalog cut sheet for each type of instrument. The cover sheet for each cut sheet shall indicate the instruments that the cut sheet described. The annotations will indicate the specifications and pertinent information for each instrument.
8. System Functional Description (SFD)
 - a. The System Functional Description or SFD is a detailed description of the system process and how it is controlled. It includes a description of each system cycle (filter forward, air scour, relaxation, CIP, etc.), description of setpoints and alarms and a description of the process loops.
9. HMI Screen Shots
 - a. The HMI screen shots will be provided as a word document that shows examples of each type of HMI screen used in the project.

1.7 OPERATION AND MAINTENANCE MANUALS:

- A. Furnish operations and maintenance manuals in accordance with Section 01330.
- B. Operation and maintenance manuals shall be provided by the SELLER at least three months prior to shipment of all major equipment components. Each manual shall be bound, indexed binder prepared specifically for this project rather than general equipment instructions.
- C. As a minimum the manual shall contain:
 1. General arrangement drawings.
 2. General arrangement detail drawings.
 3. Drawings detailing dimensions, locations, wiring information, and any other information necessary to convey the correct assembly and installation of the MBR System components provided by the SELLER.
 4. Requirements for the Mechanical Inspection and a schedule of events for the System Commissioning.
 5. A complete bill of materials for the equipment.
 6. Cut sheets for all items of equipment purchased from other manufacturers.
 7. Installation and maintenance instructions for the specific equipment including the erection sequence, maintenance items, and troubleshooting check points.
 8. Wiring diagrams for all controls.
 9. A recommended sequence of operations.

1.8 QUALITY ASSURANCE

- A. All of the equipment specified herein is intended to be standard equipment, as modified by this Section, of proven ability, as manufactured by a single manufacturer, having at least 10 years of experience in the production of such equipment.
- B. The Manufacturer shall:
 - 1. Certify that the system (inclusive of all equipment specified or referenced herein) has been installed correctly.
 - 2. Certify that the membrane modules pass integrity testing after providing a field inspection of the membrane installation. The certification shall be based on the Manufacturer's direct method of integrity monitoring.

1.9 SHIPPING, DELIVERY, STORAGE AND HANDLING:

- A. Fabricated assemblies shall be shop assembled and properly match marked for ease of field erection and then shipped in the largest sections permitted by carrier regulations.
- B. Shipping to Point of Destination: The SELLER shall include the cost of factory testing, freight charges, transit insurance, and taxes. Shipping of the equipment shall be F.O.B., full freight to job with the address being VTSV Wastewater Treatment Plant, 38 Ocean Blvd., Taos Ski Valley, NM 87525
- C. Delivery timing and installation/storage shall be coordinated closely with the BUYER and ENGINEER. Explicit written approval from the ENGINEER is required prior to setting shipping dates.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS:

- A. All component parts and equipment utilized in the MBR system shall be furnished as a complete integrated system by one treatment system SUPPLIER.

2.2 MATERIALS AND EQUIPMENT:

- A. MBR Trains: The MBR system shall include two or more complete MBR trains, with each train comprised of a fixed number of membrane cassettes. A membrane cassette shall have an integral diffuser module, a single permeate and air scour header connection point, and will operate in parallel with other membrane cassettes. Each MBR Train shall consist of: Membrane System Process Valves, Intra-connect Piping, air scour diffusers, and a fixed number of membrane cassettes. The Membrane System Process Valves shall include the valves required to effect process control. The Intra-connect Piping shall connect the piping from the Process Valves to the membrane cassettes. The membrane cassettes shall include the membrane modules, manifolds, and other piping.
- B. Permeate Pump System: Permeate Pumps shall be supplied by SELLER.
 - 1. Pumps shall be sized to handle peak hour flow as defined in this Specification as

well as rates associated with maintenance cleaning, and diffuser flushing.

2. Pumps shall be provided inclusive of check valves, isolation valves, inlet and outlet pressure gauges, and expansion joints.
 3. Operating Conditions:
 - a. Duty: Continuous
 - b. Drive: Variable Frequency
 - c. Fluid service: Permeate
 4. Pump Construction:
 - a. The pumps shall be end suction, single stage, horizontal frame mounted, vertical V-belt type base, self-priming centrifugal type.
 - b. The pump casings shall be cast iron Class 30 with integral volute scroll.
 5. Pump Drives:
 - a. The pumps shall have electric motors that are: premium efficiency type, inverter-duty, TEFC, Class F insulation, with 460-volt, 3-phase, 60-Hz power supplies.
 - b. Each pump shall be driven from a separate Variable Frequency Drive (VFD) (by Others).
 6. Pump Controls:
 - a. The pumps shall be controlled from the SELLER Main Control Panel specified herein.
- C. Return Activated Sludge (RAS) Pump System: RAS Pumps shall be supplied by SELLER.
1. Pumps shall be sized to transfer a maximum of 6x (6Q) the influent PPF (Q) as defined in this SECTION. A fully connected redundant pump shall be supplied.
 2. Pumps shall be provided inclusive of check valves, isolation valves, and expansion joints.
 3. Operating Conditions:
 - a. Duty: Continuous
 - b. Drive: Variable Frequency
 - c. Fluid Service: RAS Conveyance
 4. Pump Construction:
 - a. The pumps shall be submersible, single stage, centrifugal type, supplied with integral electric motor, discharge elbow, guide bar brackets and installation accessories.
 - b. The pump casings shall be gray cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other casting irregularities.

5. Pump Drives:
 - a. The pumps shall be driven by a vertical, submersible squirrel cage induction motor, premium efficiency, inverter duty, shell type NEMA B design, housed in a dry watertight chamber. The motor and the pump shall be produced by the same manufacturer. The stator winding shall be insulated with moisture resistant Class H insulation, rated for a temperature of 180°C.
 - b. Each pump shall be driven from a separate Variable Frequency Drive (VFD) (by Others).
 6. Pump Controls:
 - a. The pumps shall be controlled from the SELLER Main Control Panel specified herein.
- D. Nitrate Recycle (Internal Mixed Liquor Recycle – IMLR) Pump System: IMLR Pumps shall be supplied by SELLER. If the SELLER wishes to propose a single recycle stream from the membrane tanks to the anoxic basin, documentation (from reference facilities employing the MLE process for nitrification-denitrification) with information on the DO maintained in the membrane tank, the performance of the system in meeting TN limits, etc. shall be provided.
1. Pumps shall be sized to transfer a maximum of 4x (4Q) the influent PPF (Q) as defined in this SECTION. A fully connected redundant pump shall be supplied.
 2. Operating Conditions:
 - a. Duty: Continuous
 - b. Drive: Variable Frequency
 - c. Fluid Service: Mixed Liquor Conveyance
 3. Pump Construction:
 - a. The pumps shall be submersible, single stage, centrifugal type, supplied with integral electric motor, discharge elbow, guide bar brackets and installation accessories.
 - b. The pump casings shall be gray cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other casting irregularities.
 4. Pump Drives:
 - a. The pumps shall be driven by a vertical, submersible squirrel cage induction motor, premium efficiency, inverter duty shell type NEMA B design, housed in a dry watertight chamber. The motor and the pump shall be produced by the same manufacturer. The stator winding shall be insulated with moisture resistant Class H insulation, rated for a temperature of 180OC.
 - b. Each pump shall be driven from a separate Variable Frequency Drive (VFD), (by Others).

5. Pump Controls:
 - a. The pumps shall be controlled from the SELLER Main Control Panel specified herein.

- E. Aeration Tanks and Air Scour Blower Systems: Aeration Tanks Blowers and Air Scour Blowers shall be supplied by SELLER.
 1. Process aeration blowers shall be sized to maintain a residual DO of 2.0 mg/l at PPF rates and loadings as defined in this SECTION with a minimum of a 2:1 turndown. Process aeration system shall supply the number of units necessary to satisfy air requirements up to PPF loading with the largest single unit out of service.
 2. MBR scour air blowers shall be sized such that sufficient scour air is provided to support PPF as defined in this SECTION without requiring additional maintenance cleans. The scour air system shall include a standby blower of equal or greater capacity than the duty blowers. Blowers shall be sized to provide 150 percent of design air scour.
 3. Compressor/blower hybrid unit shall consist of a screw compressor – motor combination, with the following components:
 - a. Impeller/Rotor timed by a pair of single helical gears
 - b. Helical gears - Equivalent to AGMA 12; Hardened and ground teeth with a minimum AGMA service factor of 1.70
 - c. Compressor drive: Drive connected by V-belt
 - d. Enclosure: Sized to cover entire blower package; Suitable protection for indoor installation
 4. Blowers shall be provide complete with sound enclosure, inlet filters, discharge silencers, pressure relief valves, check valves, isolation valves, throttling valve, motors, temperature and pressure gauges, over-temperature sensor/switch, expansion joints, belts, and baseplates.
 5. Maximum compressor noise:
 - a. Measured at 3 feet of the enclosure with the compressor operating at full load shall not exceed 70 dBa.
 6. Acceptable Manufacturers:
 - a. Aerzen Delta Hybrid
 - b. Robuschi Robox
 - c. Engineer-Approved Equal
 7. Operating Conditions:
 - a. Duty Continuous
 - b. Drive Variable Frequency
 - c. Fluid service Process Air Conveyance; Air Scour Conveyance

8. Blower Construction:
 - a. The blowers shall be positive displacement type.
9. Blowers Drives:
 - a. Each blower shall be driven from a separate Variable Frequency Drive (VFD), (by Others).
10. Blower Controls:
 - a. The blowers shall be controlled from the SELLER Main Control Panel specified herein.

F. Clean-In-Place (CIP) System:

1. The MBR treatment system shall include a flux maintenance system to perform periodic chemical cleanings of the membranes. The main components of this system are as follows:
 - a. Citric Acid/Oxalic Acid CIP Feed Pump
 - b. Sodium Hypochlorite CIP Feed Pump
 - c. Citric Acid/Oxalic Acid Solution Tank
 - d. Sodium Hypochlorite Solution Tank
2. The Citric/Oxalic Acid CIP Feed (Transfer) Pump, and Sodium Hypochlorite CIP Feed (Transfer) Pump shall be specified and supplied by SELLER. A shelf spare pump for each chemical shall be supplied.
3. The chemical feed storage tanks and mix (day) tanks shall be specified and supplied by SELLER. They shall conform to the following specifications:
 - a. Operating Conditions shall be the same as those specified for the respective transfer pumps.
 - b. Tank Construction:
 - 1) The tank shall be fabricated from high-density polyethylene (HDPE). It shall have a flat bottom and domed top. The top manway shall have a threaded cover with a neoprene gasket.
 - 2) All tank connections shall be either have PVC bulkhead fittings, PVC flanges or 316 stainless steel flanges as required.
 - 3) All fitting gaskets shall be of EPDM.
 - 4) All bolts and other metal hardware shall be of Type 316 stainless steel.
 - 5) All piping connections shall include flexible connections supplied and installed by the CONTRACTOR between the tank and the hard piping to allow for tank and piping expansion while minimizing applied forces to the tank and piping.
 - c. Tank Instrumentation:
 - 1) The tank shall be provided with the following instrumentation:
 - 2) Level Indicating Transmitter

- 3) Low-Low Level Switch
- 4) High-High Level Switch
4. CIP Piping and Valves shall be specified and supplied by SELLER.
 - a. All piping and valves associated with the CIP System shall be suitable for the chemical service as specified herein.
 - b. CIP Systems shall be inclusive of all chemical feed day tanks, chemical feed pumps, valves, instrumentation, controls, and all other ancillary equipment necessary for a complete cleaning operation.
 - c. The CONTRACTOR shall be responsible for the installation of the piping and valves associated with the CIP System.
- G. Fine Bubble Diffuser Systems: Fine bubble diffuser aeration grids shall be specified by the SELLER and shall include in-basin aeration piping, pipe droplegs, submerged manifolds, laterals, diffusers, drain pipes, pipe supports, and purge system.
- H. Backpulse Systems (if required): Backpulse Pumps shall be specified and supplied by SELLER.
 1. Operating Conditions:
 - a. Duty: Intermittent
 - b. Drive: Variable Frequency
 - c. Fluid Service: Permeate Backpulse
- I. Valves:
 1. The valves associated with the MBR Equipment Package system shall be furnished by the SELLER. Valves supplied loose by the SELLER shall be received, stored, installed, and tested by the CONTRACTOR.
 2. All valves of a given type shall be manufactured by a single manufacturer.
 3. All pneumatic actuators shall be provided with ¼" O.D. tube push-in (quick) fittings for compressed air supply.
 1. Plug Valves
 - a. Quarter-turn nonlubricated eccentric type with resilient faced plug.
 - b. Conform to ANSI/AWWA C-504.
 - c. Epoxy Coated ASTM A126, Class B Cast Iron body.
 - d. Valve plug shall be ASTM A126, Class B cast iron or ASTM A536 ductile iron. Resilient plug facing or replaceable style body seats shall be synthetic rubber, neoprene, or Buna N.
 - e. Port areas shall be at least 80% of full pipe area.
 - f. Seat rings shall be threaded, or welded of corrosion-resistant 18-8 stainless steel, nickel, or Monel conforming to AWWA C504.

- g. Bearings shall be replaceable. Sleeve type and thrust bearings in the upper and lower journals shall be corrosion-resistant stainless steel or bronze.
2. Butterfly Valves
 - a. Guaranteed for 1,000,000 cycles with less than 5 percent failures for seals and valve seats.
 - b. Conform to ANSI/AWWA C-504.
 - c. Epoxy Coated Cast Iron body.
 - d. Stainless steel disc and stem.
 - e. EPDM seal.
 - f. Lug or Wafer Style Body sized for ANSI Class 125/150 flanges.
 3. Valve Operators
 - a. Lever Operated for manual operation in sizes up to and including 4 inch.
 - b. Gear Operated for manual operation in sizes 6 inch and larger.
 - c. Automated Valves to be Pneumatically operated.
 - 1) Actuators are to be guaranteed for 1,000,000 cycles with less than 5 percent failures.
 - 2) Actuators are to be sized for 150% of the required opening/closing torque of the valve.
 - a) Actuators are to be sized for operation with 90 psig Limit Switches
 - b) Shall be quarter turn, solid state, proximity switches with position indication.
 - 3) Pneumatic Positioner:
 - a) Shall be a pneumatic positioner with 4-20 mA input and fail in position capability.
 4. Ball Valves – PVC
 - a. All PVC ball valves shall be schedule 80 full bore true union design with socket end connections.
 - b. All PVC ball valves shall have o-rings compatible with the service, either EPDM or Viton.
- J. Mixers: The submersible mixers shall be supplied by the SELLER.
1. The submersible mixers shall be gear driven and have a single-stage planetary gear for adjusting the propeller speed
 2. Mixers shall utilize a self-cleaning propeller.
- 2.3 CONTROLS:
- A. INTRODUCTION:
1. This section of the document will describe and specify the controls hardware,

software, instrumentation and documentation provided with a SELLER MBR Equipment Package system. The standard SELLER control system for the MBR system consists of one PLC with distributed I/O.

- a. The MBR System controls shall be housed in a [NEMA 4X] panel. The control panel will house the MBR system PLC and valve Open/Close/Auto switches. The control panel PLC is to be sized to handle all I/O for components in the MBR System as indicated on the P&IDs.
 - b. The MBR control panel shall include a local touchscreen display panel, Allen-Bradley Panelview Plus, 7 Standard, 15", Model 2711P-T15C21D8S.
 - c. The MBR System shall include one Operator Interface containing graphical representations of all equipment and instrumentation and indication and trending of all process values.
 - d. The SELLER shall be responsible for all programming for the MBR System PLCs, database creations and generation of all graphic display screens, alarm configurations and trends for the operator stations.
 - e. MBR System controls shall be designed to allow for full manual (hand) operation in the event of PLC failures. Hand operations shall be manageable by two operators for a period of 72hr.
 - f. The System SELLER shall supply all equipment and custom software programming as required for a fully operational system, and shall provide the necessary hardware/software to allow for remote monitoring of the MBR System. The CONTRACTOR shall provide a high speed network connection.
 - g. The MBR System SELLER shall have as a product and supply, a web-based asset management tool with access to plant installation information, service reports, video operational procedures, additional data collection, reporting and trend reviews a digitally interactive and searchable Operations and Maintenance manual.
2. This standard system is based on the Allen-Bradley ControlLogix PLC platform. All PLC equipment provided is by Allen-Bradley to the extent possible. The PLC programming software is Studio 5000.
 3. The Operator Interface software is Rockwell Software's RSView32 SE.

B. CONTROLS HARDWARE

1. Architecture – SELLER's standard MBR system is based on a master PLC with distributed I/O. The master PLC controls all aspects of system operation including permeate pumps, RAS pumps, IMLR pumps, aeration and air scour blowers, and other ancillary equipment as required. The distributed I/O approach offers more reliability and easier software maintainability over a distributed control approach. Refer to the simplified block diagram of the control system shown in Figure 1 below.

- a. Only a single PLC is included with the system. As a standard system, there is no redundancy. The master controller is an Allen-Bradley CompactLogix 5300 series programmable logic controller.
- b. Local I/O residing in the master PLC rack (Main Control Panel) is Allen-Bradley 1756 series.
- c. Communications between the master PLC, the distributed I/O and the solenoid valve manifolds is handled via Ethernet.
- d. Communications between the master PLC and the Operator interface system is via Ethernet.

C. Flow Instruments

- 1. Magnetic Flow Meter/Transmitter Flow tube (≤ 8 inch)
 - a. DC powered coil
 - b. Lining: Tefzel (ETFE)
 - c. Process Temperature: -20 to 300° F
 - d. Accuracy $\pm 0.5\%$ of rate
 - e. Electrodes:
 - 1) 2 measurement + ground electrode for sizes of 1" and greater
 - 2) 2 measurement electrodes and grounding rings for sizes less than 1"
 - 3) Material: 316L SST for non-chlorine applications and Hastelloy C-276 for chlorine applications
- 2. Wafer style mounting – mounts between ASME B16.5 Class 150 flange
- 3. Grounding rings (where required) are to be 316L SST for non-chlorine applications and Hastelloy C-276 for chlorine applications.

D. Flow Transmitter

- 1. Local operator interface for display of flow rate and instrument configuration
- 2. Fluid velocity range of 0.04 to 30 ft/s (forward and reverse)
- 3. Power: 120VAC
- 4. Operating temperature: 13 to 149° F
- 5. Output signals:
 - a. 4 to 20mA proportional to flow rate
 - b. Digital output to indicate (reverse) flow direction
- 6. Manufacturer: Endress & Hauser, Model Promag (or Engineer-Approved Equal)

E. Level Instrumentation

- 1. Level Transmitters

- a. The level transmitters used are to be pressure type. Level transmitters will be lower pressure range units, adjustable range of up to 0-30 psi.
 - b. Manufacturer: Rosemount, Model 1151 (or Engineer-Approved Equal)
2. Level Switches
- a. Capacitance type
 - b. Current Sourcing output
 - c. Normally open/closed programmable
 - d. Manufacturer: Endress & Hauser, Model Liquicap FM151
3. Analytical Instrumentation
- a. Turbidity Meters
 - 1) Continuously measure, indicate and transmit signals proportional to the turbidity of sampled water.
 - 2) Accuracy of +/- 2% of reading from 0 to 40 NTU and +/- 5% of reading from 40 to 100 NTU
 - 3) Internal bubble trap and vent
 - 4) Model(s): Hach 1720E
 - 5) Turbidity Meter Controller: Model: Hach sc200
 - b. DO Probe/Transmitter
 - 1) Model(s): YSI, FDO 700IQ
 - a) Nitrate/Ammonia Probe/Transmitter
 - 2) Model(s): YSI, Varion Plus AN/N
 - a) pH & ORP with Analyzer
 - 3) Model(s): YSI, Sensolyt 700IQ

- F. Coatings shall be the manufacturer's standard and suitable for the intended service.
- G. Provide field touch up paint kit.

2.4 SPARE PARTS:

- A. The intent of this Specification is to provide uninterrupted operation for a minimum period of 2 years. To meet this objective, the SELLER shall furnish and deliver any spare parts that are required to meet this time frame.

PART 3 EXECUTION:

3.1 INSTALLATION

- A. General Requirements
 - 1. The MBR treatment system, associated equipment, instrumentation, and appurtenances shall be installed in strict accordance with manufacturer's written instructions and recommendations and with the Contract Documents referenced herein.

2. The grades of oil and grease for all pumps shall be in accordance with the recommendations of the manufacturer.

3.2 MBR EQUIPMENT PACKAGE SYSTEM SELLER'S FIELD SERVICES

A. Field Services during Installation

1. The SELLER shall provide a minimum of five (5) days of on-site services during installation of the equipment and other items specified under this section. A day of on-site service shall be defined as an 8-hour period of time.

B. Field Services during Equipment and System Startup

1. The SELLER shall provide a minimum of five (5) days of on-site services during the startup of the MBR treatment system equipment and system. A day of on-site service shall be defined as an 8-hour period of time. These services shall include the on-site presence of a qualified PLC programmer to assist in any required changes in the MBR treatment system controls programming.

C. Field Services during System Performance Testing

1. The SELLER shall provide a minimum of five (5) days of on-site services during performance testing of the MBR treatment system. A day of on-site service shall be defined as an 8-hour period of time.

3.3 TRAINING:

- A. The SELLER shall provide training of the BUYER's operations and maintenance staff. Training shall consist of a minimum of sixteen (16) hours of training on the operation and maintenance of the different MBR treatment system components, including the control systems.

- B. The manufacturers of the other equipment provided under this specification shall provide training of the BUYER's operations and maintenance staff.

3.4 FIELD INSPECTION AND TESTING:

- A. The following shall be done by a qualified serviceman of the manufacturer of the equipment and accessories supplied.

1. Supervision: Checking the installation of all components before power is applied.
2. Checkout: Placing the equipment into operation and making necessary adjustments.

- B. Working under the direction of the manufacturer's representatives, conduct such tests as are necessary to indicate that each item of equipment conforms to the specifications.

- C. If the operation of any item of equipment does not meet the requirements specified, corrective measures shall be taken or the unit shall be removed and replaced with one, which satisfies the conditions specified.

- D. Functional verification of the individual instrumentation loops (analog, status, alarm, and control) from the field devices to the workstation display screen.

- E. Functional verification of the individual interlocks between the field-mounted control devices and the motor control circuits, control circuits of variable-speed controllers, and packaged system controls.

3.5 PERFORMANCE TESTING :

- A. After the MBR treatment system has been fully commissioned and readied for operation, the system shall undergo a fourteen (14) day performance test. This testing shall be completed as part of the facility acceptance testing. The BUYER shall operate the facility during performance testing with the assistance of the SELLER and CONTRACTOR.
- B. All safety systems shall be fully operational prior to performance testing.
- C. The MBR treatment system shall be operated continuously during the 14-day period, and collect and summarize data to demonstrate that the system meets the performance test requirements for the parameters listed below.
 - 1. Production Capacity: System meets production capacity requirements under conditions specified herein.
 - 2. Pressure Limitations: System operates within the TMP limit as specified.
 - 3. Membrane Permeate Quality: Membrane permeate meets requirements under conditions specified herein.
 - 4. Maintenance Clean: Perform one Maintenance Clean during the Performance Testing period.
- D. If any equipment item, sub system, or system malfunctions during the test, the item or equipment shall be repaired and the test resumed. Credit will be given for the elapsed time before the malfunction, as long as the system operates without malfunction continuously for at least 5 days.
- E. Defects in material or workmanship that appear shall be promptly corrected.
- F. During performance testing, the CONTRACTOR shall lubricate and maintain all equipment in accordance with the manufacturers' recommendations.
- G. During the 14-day test, the CONTRACTOR shall keep records using the SCADA system historian for the bi-hourly flowmeter readings, bi-hourly analyzer readings, daily elapsed meter readings, problems encountered and the corrections or adjustments made to correct the problems.
- H. The following parameters and criteria shall be monitored and met during performance testing:
 - 1. Permeate Turbidity. The permeate water turbidity shall be less than or equal to 0.2 NTU on 9 of 10 consecutive samples and no sample shall exceed 0.5 NTU.
 - 2. Membrane Permeate Production Capacity. The MBR treatment system shall demonstrate the ability to meet the permeate production capacity specified herein.

3. Permit requirements...
- I. Field Services:
 1. Field Services shall be provided by SELLER as required to inspect and provide clean water testing of the installed equipment; to start-up and adjust the system under full operating conditions; performance testing and correction period; provide O&M training; and to provide commissioning assistance for 60 days. The SELLER shall provide a breakout of total field service days/trips included with the proposal; 1 day of on-site service is defined as an 8-hour period of time.
 2. The SELLER will be responsible for assisting the installing CONTRACTOR with all installation documentation and supplemental guidance as required to completely install the equipment and make ready for testing, startup and commissioning, and provide close-out documentation (O&M manuals, as-constructed documents, warranties, startup reports, etc.). Field services are required as follows:
 - a. During Installation: provide a minimum of 3 days of field services during installation of System to assist with equipment checkout.
 - b. System Startup and Training: provide minimum of 7 days of onsite field services during startup of the System; 2 of the 7 days will be dedicated to operator training.
 - J. Equipment Warranty:
 1. SELLER shall provide a non-pro-rated materials and workmanship warranty for all components comprising the final, agreed-to MBR System for 24 months from date of Substantial Completion.
 2. Manufacturer shall provide an additional 5 year warranty on membrane performance. If the performance requirements are not met in years 1 through 5, the membrane elements shall be replaced at the price included with the bid, less a credit of 1/60 of the unit price for each unused month of the warranty period.
 3. The Manufacturer shall guarantee that replacement parts for the MBR System shall continue to be available to the BUYER for a minimum of 20 years from the date of Substantial Completion. The Manufacturer shall guarantee that if the company of product line is sold, the Manufacturer shall make provisions such that all guarantees, warranties, and bonds shall remain in effect and that replacement parts and operational support continue to be available to the BUYER for the time period specified above.

END OF SECTION 11500

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