



**ADDENDUM NO. 3**

to

**SPECIFICATIONS, CONTRACT DOCUMENTS  
AND DRAWINGS**

for

**City of Lovington WWTF Improvements Project  
(Aeration Improvements)**

Bid Package  
Published 06/09/2026

Owner:

**City of Lovington**  
214 S. Love  
Lovington, NM 88260

Engineer of Record:

**Souder, Miller & Associates**  
3500 Sedona Hills Pkwy  
Las Cruce, NM 88011  
(575) 647-0799

This Addendum constitutes clarifications, changes, additions, modifications and/or deletions to the Contract Documents. All provisions of the Contract Documents not affected by this Addendum shall remain in full force. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original Contract Documents and previous Addenda, if any. Receipt of this Addendum shall be acknowledged on the Bid Form.

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Robert Storey, P.E.

07/08/2026  
Date



TO ALL HOLDERS OF CONTRACT DOCUMENTS FOR:

**City of Lovington WWTF Improvements Project  
(Aeration Improvements)**

**ADDENDUM NO. 3**

*July 8, 2026*

This Addendum shall be incorporated into the Contract Documents for the above referenced project.

**Clarifications**

- The technical specification 33 32 20 Temporary Bypass Pumping System is included in the project manual as a backup in the case that valves are damaged or an emergency occurs that requires bypass pumping.
- The sludge digesters and SBR basins can be completely isolated without having to bypass pump so they can be coated and re-lined respectively.
- Re-coating of each sludge digester and SBR basin should be done as quickly as possible to ensure proper plant operations. This will need to be coordinated with the owner.
- The project does not require AIS, but instead requires BABA as mentioned throughout the project manual.
- Ground water is not expected to be an issue, and no trenching should occur as all piping is to be installed above ground.
- No new power will need to be extended to the site by the power company, but connection to the existing meter will be required.
- When cleaning out the digesters and basins, the contractor will have to determine where the existing sludge can be properly disposed of per state guidelines.

**Project Manual**

- The Cover and Table of Contents have been updated to reflect the changes of this addendum.
- C-410 Bid Form for Construction Contract has been updated to include diffusers for the SBR basins.
- C-800 Supplementary conditions has been modified to include updated BABA language.
- Technical specification 01 00 00 Basic Requirements has been modified to include updated BABA language.
- Technical Specification 40 05 24 Aeration Steel Pipe Exposed has been updated to include information for the SBR basin diffusers.



### **Attachments**

1. Revised Cover and Table of Contents
2. Revised Contract Document C-410
3. Revised Contract Document C-800
4. Revised Technical Specification 01 00 00
5. Revised Technical Specification 40 05 24

**PROJECT MANUAL FOR  
Wastewater Treatment Facility  
Improvements Project  
(Aeration Improvements)**

**City of Lovington**

**July 2026**

Bid Open Date: July 16<sup>th</sup>, 2026  
Bid Time: 1:00 p.m.

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33 11 00 Aeration Line Piping

33 32 20 Temporary Bypass Pumping System

Division 40 – Process Integration

40 05 07 Pipe Supports

40 05 24 Aeration Steel Pipe: Exposed

40 05 62 Plug Valves

Division 46 - General Requirements

46 46 50 Sludge Removal

## **DESIGN DRAWINGS**

Refer to the Index to Drawings included in the plan set entitled Lovington Waste Water Treatment Facility Improvements and dated June 2026.

# BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**CITY OF LOVINGTON  
115 S MAIN ST  
LOVINGTON, NM 88260**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work 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—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statement with supporting data;
- F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
- G. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
- H. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
- I. Campaign Contribution Disclosure Form;

## ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>Base Bid</b>					
1	Mobilization (75%)	LS	1		
2	Demobilization (25% with the submittal of as builts)	LS	1		
3	Material Testing Allowance	ALLOW	1	\$ 7,000.00	\$ 7,000.00
4	Pre-Construction and Post-Construction Video Documentation	LS	1		
5	Electrical Extension Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00
6	Furnish and Install 8-inch Steel Airlines (incl. all labor, material, fittings, and all related appurtenances needed for a complete installation), CIP	LF	125		
7	Furnish and Install 14-inch Steel Airlines (incl. all labor, material, fittings, and all related appurtenances needed for a complete installation), CIP	LF	167		
8	Relocate Existing 125 Hp Air Pumps (incl. all labor, material, equipment, fittings, and all related appurtenances needed for a complete installation), CIP	EA	2		
9	Relocate Existing 40 Hp Air Pumps (incl. all labor, material, equipment, fittings, and all related appurtenances needed for a complete installation), CIP	EA	2		
10	Furnish and Install 40 Hp Air Pumps (incl. all labor, material, pumps, pressure gauge, associated piping, valves, plumbing connections, control panel, and all related appurtenances needed for a complete installation), CIP	EA	2		
11	Furnish and Install InsertaValve (incl. all labor, material, valve, valve box, lid, site restoration, and all related appurtenances needed for a complete installation), CIP	EA	1		
12	Furnish and Install 6-inch Plug Valves, (incl. all labor, material, plug valve, valve box, and all related appurtenances needed for a complete installation), CIP	EA	4		
13	Furnish and Install 12-inch Plug Valves, (incl. all labor, material, plug valve, valve box, and all related appurtenances needed for a complete installation), CIP	EA	4		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
14	Furnish and Install Electrical and Controls for Blower Building, (incl. all labor, material, and all related appurtenances needed for a complete installation), CIP	LS	1		
15	Prefabricated Building with Appurtenances, (incl. all labor, material, air conditioning, concrete foundation, and all related appurtenances needed for a complete installation), CIP	LS	1		
16	Tie Into Existing Piping (incl. all labor, material, equipment, and all related appurtenances needed for a complete installation), CIP	EA	4		
Total of All Unit Price Bid Items					\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>Additive Alternative No. 1: Replace Coating for Sludge Digester</b>					
A1-1	Replace liner for Sludge Digesters (incl. all labor, material, equipment, and all related appurtenances needed for complete installation), CIP	SF	7,697		
Total of All Unit Price Bid Items					\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
<b>Additive Alternative No. 2: Replace Liner for SBR Basin</b>					
A2-1	Replace liner for SBR Aeration Basins (incl. all labor, material, equipment, and all related appurtenances needed for complete installation), CIP	SF	26,660		
A2-2	Furnish and Install diffusers for the SBR Basins, (incl. all labor, material, and all related appurtenances needed for a complete installation), CIP	EA	2		
Total of All Unit Price Bid Items					\$

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimate quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—**

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. 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 Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. 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.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

Email:

Address:

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

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

New Mexico Department of Workforce Solutions Registration No. \_\_\_\_\_

Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes \_\_\_\_\_ Circle one:      Resident Contractor      Resident Veteran Contractor  
No \_\_\_\_\_                      Preference                      Preference

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### SC-1.01.A

#### **51. Funding Agency**

- a. **State of New Mexico**
- b. **Environmental Protection Agency**

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor two (2) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **one copy** in electronic portable document format (PDF)**SC-2.03** Add the following new paragraph immediately after Paragraph 2.03.A:

- A. *Video Documentation:* Prior to beginning construction activities, the Contractor will furnish full-coverage video documentation of the entire construction site. The video must include coverage

of all areas and adjacent features that may potentially be impacted by the impending construction work.

1. Prior to groundbreaking on any section of pipeline or site work, video documentation must be submitted to the Engineer for review and approval. Video documentation must be approved as sufficient by Engineer before groundbreaking may proceed.
2. Show station markers, mailboxes, fences, structures, driveways, signs, culverts, landscape improvements, and other existing site features.
3. Include project description, applicable stations or sites, and date taken in the file name of every video, using the following filename convention: "<project name>\_<begin station>to<end station>(or <site descriptor>)\_<date>".
4. Video submittals may be rejected because of failure to include or document any of the items above, a lack of visual or audio clarity, or for any other deficiency that prevents the Owner/Engineer from easily viewing and documenting the pre-construction conditions of the pipeline and sites.
5. Contractor must submit two (2) copies of the video documentation on flash drives as part of the submittal process. One copy to Owner and one copy to Engineer.

## 2.06 *Electronic Transmittals*

### SC-2.06

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

#### 1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **twenty (20)** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
  - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
  - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
  - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
  - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

*D. Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
  - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
  - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors.

Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

**ARTICLE 3—NO CHANGES**

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

**SC-4.03** Prior to commencement of construction activities by Contractor, Owner shall provide engineering surveys to establish reference points, as well as detailed construction staking and laying out of the Work, which in Engineer's judgment are at a level necessary to enable Contractor to proceed with the Work. Contractor shall protect and preserve the established reference points, property monuments, and construction staking, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation

4.05 *Delays in Contractor's Progress*

SC-4.05

5. *Weather-Related Delays*

- a. Determination of weather days will be up to Engineer and Owners discretion.
- b. Contractor will request all weather days in writing via email to be approved or denied.

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
City of Lovington Wastewater Treatment Facility Upgrades	Geotechnical Investigation	Analysis and recommendations of the existing subgrade soils within the project site.

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No such drawings exist.	No such drawings exist.	No such drawings exist.

**SC-5.05 Delete Paragraphs 5.05.B, C, D, E, and F in their entirety and insert the following in their place:**

- B. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy (as defined in §62-14-5 NMSA 1978) in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. The Contractor will proceed to work with the underground facility owner to relocate, preserve or remove the undocumented or inaccurately marked underground facility to complete contract work. Compensation for such work, if any, will be negotiated by and between the Contractor and the facility owner, with no claim to the Owner by the Contractor for costs associated for resulting delays (Section 4.C, §62-14-5 NMSA 1978).
- C. Concurrently the Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Times, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the extent, if any, of any such adjustment in Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 12.01.

**5.06 Hazardous Environmental Conditions**

**C-5.06** Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No such report exists.	No such report exists.	<b>None.</b>

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No such drawings exist.	No such drawings exist.	<b>None.</b>

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

#### SC-6.01

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

#### SC-6.01

- I. Any Contractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, Section 13-4-18, as amended.
- J. Pursuant to NMSA 1978, Section 13-1-148.1, all Subcontractors whose subcontracted work is valued at one hundred twenty-five thousand dollars (\$125,000) or more shall be subject to this same requirement as set forth in Paragraphs 6.01 A-F, except that the Subcontractor's bonds are to be payable to the prime Contractor, not the Owner. The Performance and Payment Bond required shall be provided to the general Contractor at the time the subcontract is executed, and a copy delivered to the Owner. The Performance and Payment Bond is at the expense of the Subcontractor and should clearly state the amount and requirements of the bond. (§ 13-4-37). Failure of a Subcontractor to provide the required bonds shall not subject Owner to any increase in cost due to approved substitution of Subcontractor.

### 6.02 *Insurance—General Provisions*

#### SC-6.02

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:  
**None**

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Employer's Liability</b>	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
  1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
  1. Products and completed operations coverage.

- a. Such insurance must be maintained for three years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Combined Single Limit</b>	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

**ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

7.03 *Labor; Working Hours*

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state “...all Work at the Site must be performed during regular working hours, **Monday** through **Friday**. Contractor will not perform Work on a **Saturday, and Sunday**, or any legal holiday.”

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**SC-7.07**

**The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.**

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: **City of Lovington Safety requirements.**

SC-7.16 Insert the following after Paragraph 7.16.E:

- F. Contractor shall submit manufacturer certifications demonstrating BABA compliance prior to installation. Engineer review does not relieve Contractor of responsibility.

## **ARTICLE 8—OTHER WORK AT THE SITE**

8.02 *Coordination*

## **ARTICLE 9—OWNER’S RESPONSIBILITIES**

No supplementary conditions.

## **ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION**

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
  - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
  - 3. *Liaison*
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.
  - 4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Observe whether any Work in place appears to be defective.
    - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*
    - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
  6. *Payment Requests: Review Applications for Payment with Contractor.*
  7. *Completion*
    - a. Participate in Engineer's visits regarding Substantial Completion.
    - b. Assist in the preparation of a punch list of items to be completed or corrected.
    - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11—CHANGES TO THE CONTRACT**

### **11.02 Replace the existing paragraph with the following as Paragraph 11.02.A:**

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer and approved by Funding Agency, if applicable, covering:

## **ARTICLE 12—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

### **13.01 *Cost of the Work***

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to **[number]** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **[number]** percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

SC 13.04.B.4 Add the following new paragraph immediately after Paragraph 13.03.E.3:

All mileage claimed by the independent testing laboratory shall not exceed the current Internal Revenue Service (IRS) Standard Mileage Rate or actual vehicle expenses as calculated from the IRS Publication 463.

**ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

**ARTICLE 14—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

15.01 *Progress Payments*

SC-15.01 Amend the first sentence of Paragraph SC-15.01.D.1 by replacing "Ten days" with "Forty-five (45) days"

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.06 Amend the last sentence of Paragraph SC-15.06.E by replacing “30 days” with “Forty-five (45) days”

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

SC-16.04 Amend the first sentence of Paragraph SC-16.04.A by replacing “30 days” with “Forty-five (45) days”

SC-16.05 Add the following new paragraph SC-16.05 immediately after Paragraph SC-16.04:

SC-16.05 *Notice of Stop Work or Termination*

- A. If the project is suspended or terminated by the Owner or Contractor, a written notice must be submitted to the Funding Agency seven days prior to said termination or suspension.

#### **ARTICLE 16—FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association’s supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
  - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

#### 17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

#### 17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

**ARTICLE 17—MISCELLANEOUS**

18.08 *Assignment of Contract*

SC-18.11 Add the following language after Article 18.10 with the title “New Mexico State Requirements:

- A. There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

<b>Item</b>	<b>Electronic Documents</b>	<b>Transmittal Means</b>	<b>Data Format</b>	<b>Note (1)</b>
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
<b>Key</b>				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

## EXHIBIT B—GEOTECHNICAL REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

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### 1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Report*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR’s own terms. The GBR is a Contract Document.

### 5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions hereby identify:
1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
    - a. *Report Title*: No such report exists.
    - b. *Date of Report*: No such report exists.
    - c. *Technical Data in report upon which Contractor may rely*: No such data exists
  2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
    - a. *Drawings Title*: **No such drawings exist.**
    - b. *Date of Drawings*: **No such drawings exist.**
    - c. *Technical Data in drawings upon which Contractor may rely*: **No such data exist.**
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. *Geotechnical Report*

1. This Contract contains a Geotechnical Report, identified as follows: **City of Lovington Wastewater Treatment Facility Upgrades Geotechnical Report, dated September 22, 2025, prepared by Souder, Miller & Associates, Inc., Lovington, New Mexico.**
2. The Geotechnical Report is incorporated as a Contract Document. The Geotechnical Report is to be used in conjunction with other Contract Documents, including the Drawings and Specifications.
3. The Geotechnical Report describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations. These may include ground, geological, groundwater, and other subsurface geotechnical conditions.
4. The descriptions of subsurface conditions provided in the Geotechnical Report are based on geotechnical investigations, laboratory tests, interpretation, interpolation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the Geotechnical Report , nor is the Geotechnical Report intended to warrant or guarantee the use of specific means or methods of construction.
5. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the Geotechnical Report, they are based on stated assumptions regarding construction means and methods.
6. The Geotechnical Report will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
1. differs materially from conditions shown or indicated in the Geotechnical Report; or
  2. differs materially from conditions shown or indicated in the Geotechnical Report, to the extent the Geotechnical Report is inapplicable; or
  3. differs materially from conditions shown or indicated in Contract Documents other than the Geotechnical Report; or
  4. to the extent the Geotechnical Report is inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  5. to the extent the Geotechnical Report is inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
  6. to the extent the Geotechnical Report is inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of

Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

SECTION 01 00 00

BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary:
  - 1.2: Contract description.
  - 1.3: Special considerations.
  - 1.4: Work by Owner.
  - 1.5: Contractor's use of premises.
  - 1.6: Specification conventions.
  - 1.7: Minimum wage rate determination.
  
- B. Price and Payment Procedures:
  - 1.8: Testing and inspection allowances.
  - 1.9: Schedule of values.
  - 1.10: Applications for payment.
  - 1.11: Change procedures.
  - 1.12: Unit prices.
  - 1.13: Alternates.
  
- C. Administrative Requirements:
  - 1.14: Coordination.
  - 1.15: Suspension of Work.
  - 1.16: Field engineering.
  - 1.17: Pre-Construction Conference.
  - 1.18: Progress meetings.
  - 1.19: Cutting and patching.
  
- D. Submittals:
  - 1.20: Submittal procedures.
  - 1.21: Construction progress schedules.
  - 1.22: Proposed products list.
  - 1.23: Product data.
  - 1.24: Shop drawings.
  - 1.25: Test reports.
  - 1.26: Manufacturer's instructions and certificates.
  
- E. Quality Requirements:
  - 1.27: Quality control.
  - 1.28: Tolerances.
  - 1.29: References.
  - 1.30: Manufacturer's field services and reports.
  - 1.31: Examination.

- F. Temporary Facilities and Controls:
  - 1.32: Temporary services.
  - 1.33: Access roads.
  - 1.34: Progress cleaning and waste removal.
  - 1.35: Project identification.
  - 1.36: Barriers and fencing.
  - 1.37: Protection of installed work.
  - 1.38: Security.
  - 1.39: Water control.
  - 1.40: Pollution and environmental control.
  - 1.41: Removal of utilities, facilities, and controls.
  
- G. Product Requirements:
  - 1.42: Products.
  - 1.43: Delivery, handling, storage, and protection.
  - 1.44: Substitutions.
  
- H. Execution Requirements:
  - 1.45: Closeout procedures.
  - 1.46: Final cleaning.
  - 1.47: Starting of systems.
  - 1.48: Demonstration and instructions.
  - 1.49: Testing, adjusting and balancing.
  - 1.50: Protecting installed construction.
  - 1.51: Project record documents.
  - 1.52: Operation and maintenance data.
  - 1.53: Spare parts and maintenance materials.
  - 1.54: Warranties and product registration.

## 1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes replacement of leaking air lines; construction of a new aeration building with new aeration equipment; replacement of failed valves throughout the plant; and recoating of the sequencing batch reactor aeration tanks
  
- B. Perform Work of Contract under a stipulated price basis with Owner in accordance with Conditions of Contract.

## 1.3 SPECIAL CONSIDERATIONS

- A. Contractor is responsible for restoring the site to original or better condition at the Contractor's expense. Site restoration including temporary erosion control provisions is a prerequisite for periodic and final payment.
  
- B. Should nesting of a species protected under the Migratory Bird Treaty Act be identified in the construction zone, construction will be limited to a time of year outside the general migratory bird nesting season of March through August, avoided until nesting is complete, or the nest will be relocated by a properly trained and authorized expert.

- C. Contractor must provide water for construction at the Contractor's expense. The Owner has indicated that water can be made available for purchase.
- D. Prior to beginning construction activities, the Contractor must furnish full-coverage video documentation of the entire construction site, per SC-2.05.B of the EJCDC C-800 Supplementary Conditions. The video must include coverage of all areas and adjacent features that may potentially be impacted by the impending construction work. Contractor must submit two (2) copies of the video documentation on DVD format as part of the submittal process.
- E. As per the ADA Standards for Accessible Design, published by the U.S. Department of Justice (28 CFR Part 36 - Appendix A), all areas of newly designed or newly constructed buildings and facilities, and altered portions of existing buildings and facilities required to be accessible shall comply with the ADA Standards, unless otherwise provided or as modified in a special application section.
- F. Contractor shall prepare record drawing information under the direction of a Licensed Professional Surveyor. Refer to Article 1.51 Project Record Documents below and General Notes on the Drawings for specific requirements related to As-Built Drawings.
- G. Contractor shall coordinate with Owner for tie-in to existing infrastructure. Contractor shall notify Engineer prior to performing the respective activities.
- H. Contractor must maintain a full set of Drawings and Technical Specifications at the construction site at all times throughout the construction process. All subcontractors must possess at least all Drawings and Technical Specifications pertaining to their portion of the work while on the construction site at all times.
- I. Contractor shall be responsible for notifying residents of construction. Access to driveways must be maintained at all times.
- J. Construction work will generally not be permitted on the following Federal-recognized holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When any of the above holidays fall on a Saturday and the preceding Friday is established as a holiday for Government employees, or when any of the above holidays fall on a Sunday and the Monday following that day is established as a holiday for Government employees, no construction will be permitted on those days. However, the Owner, when in his/her opinion it is justified, may grant the Contractor permission to work on any of the above days upon advance written request by the Contractor.
- K. Upon completion of the Work, ground surfaces will be restored to their original condition by grading, and seeding with native plant species.
- L. In the event the Contractor encounters items of historical importance, the Engineer and the Owner shall be notified immediately and the work in the area shall immediately cease. Activity will cease until the Owner has consulted the Resident Project Representative and informed the Contractor of any steps to be taken or told to proceed with construction.

- M. Contractor shall confine operations to the construction site. Contractor shall be responsible for obtaining permission for any activity outside of the established and approved construction areas.
- N. Contractor shall propose and get approval from Owner of an area to store construction debris including unsuitable material from site grading and/or excavation where it will not be a nuisance. All debris shall be contained in such a manner that will prevent scattering. All debris, including trees and undergrowth, shall be disposed of properly within a properly permitted landfill. All debris shall be removed from the site prior to substantial completion. The handling, storage, and disposal of debris is incidental to the project.
- O. Contractor shall implement the necessary site erosion control devices for inhibiting dust, wind, and air sediment movement offsite throughout construction in accordance with NPDES Best Management Practices and in accordance with the project SWPPP, if applicable.
- P. The Build America, Buy America (BABA) Act requires recipients of Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance to ensure that all iron and steel, manufactured products, and construction materials used in projects for the construction, alteration, maintenance, or repair of a public water system or treatment works are produced in the United States.
- Q. Contractor shall submit manufacturer certifications demonstrating BABA compliance prior to installation. Engineer review does not relieve Contractor of responsibility.

#### 1.4 CONTRACTOR'S USE OF PREMISES

- A. No work shall be done before 7:00 A.M. or after 7:00 P.M., local time on a working day, on Sundays, or on legal holidays, except as necessary for the proper care and protection of work already performed, or during emergencies. For work on Saturdays, Contractor must request permission from the Engineer at least a week in advance.
- B. The Contractor shall make every effort to minimize noise caused by his operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise.
- C. The Contractor shall restrict his operations as nearly as possible to the immediate site. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.
- D. The Contractor shall take affirmative action to prevent the misuse of the natural environment, wasting of natural resources, or destruction of natural values.
- E. The Contractor shall conform to all requirements set forth in the latest edition of the New Mexico Standard Specifications for Public Works Construction with latest revision, and Occupational Safety and Health Administration Regulations for trenching, shoring and excavation, and all other activities where such regulations apply. The Contractor and all subcontractors shall conduct all activities in conformance with federal and state laws and

regulations relating to occupational health and safety. Authorized inspectors from NMED’s Occupational Health and Safety Bureau shall have unobstructed access to project sites and shall not be impeded in any way from performance of their duties.

### 1.5 SPECIFICATION CONVENTIONS

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

- C. All standards incorporated herein by reference shall be the latest edition, unless otherwise specified. The abbreviations and applicable standards are described below:

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

### 1.6 MINIMUM WAGE RATE DETERMINATION

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

Determination. The Minimum Wage Rate Determinations can be found in an appendix to the Contract Documents.

- C. Applicable federal and state regulations require that the higher of the federal or the state wage rate for each classification must be paid.

#### 1.7 TESTING AND INSPECTION ALLOWANCES

- A. Testing Allowance: The bid schedule includes a predetermined sum to cover the cost of testing and inspection services as required in the Contract Documents.
- B. Contractor shall submit details regarding the proposed testing laboratory or inspection firm, including a statement of qualifications and a proposed schedule of unit price costs and estimated total cost for testing and inspection to be completed under the allowance. Any additional costs, such as travel time, shall also be detailed for this project on a unit price basis and as part of the estimated total cost of testing and inspection. Engineer may require the Contractor to solicit additional quotes if the proposed costs are not competitive.
- C. Costs Included in Allowance: Cost of engaging testing or inspection firm, execution of tests or inspection, and reporting of results.
- D. Costs Not Included in Allowance:
  - 1. Incidental labor and facilities required to assist testing or inspection firm.
  - 2. Cost of disinfection of waterlines, if applicable.
  - 3. Costs of hydrostatic pressure testing or testing of material welds as called for in the Contract Documents.
  - 4. Costs of failed tests.
- E. Costs will be drawn from testing allowance and paid based on invoice(s) submitted to Contractor by testing or inspection firm(s), and reimbursed at cost, with no markup by Contractor. Contractor shall submit appropriate NTTC form to testing firm to assure tax is not included on invoices.

#### 1.8 SCHEDULE OF VALUES

- A. Submit schedule of values on the Construction Progress sheet within the Application for Payment forms provided in the Construction Contract Documents Progress Estimate sheet within the Application for Payment forms (EJCDC Form C-620), or one other form acceptable to the Engineer. Contractor's standard form or electronic media printout will be considered.
- B. Base structure of Schedule of Values on Bid Schedule with identical item numbering, quantities, and values.
- C. Submit Schedule of Values in duplicate at least 15 days prior to first Progress Meeting.

#### 1.9 APPLICATIONS FOR PAYMENT

- A. Application for Payment is synonymous with Partial Payment Estimate.

- B. Submit four [4] copies of each application on the Partial Payment Estimate form provided in the Contract Documents, together with updated Schedule of Values identifying fully the list of items in the Application for Payment.
- C. The Partial Payment Estimate forms consist of four sections: Cover Sheet, Construction Progress spreadsheet, Materials-On-Hand form, and Monthly Construction Progress Certificate. The purpose of the Monthly Construction Progress Certificate is to provide a complete account of all change orders/claims for the corresponding contract period, and all outstanding change orders/claims from previous contract periods, and waives any rights to further adjustments in contract times or price for any change orders/claims that originated in the current contract period.
- D. Payment Period: Monthly, however the present Contract allows the Owner to make payment within forty-five days after submission of an undisputed request for payment.

#### 1.10 CHANGE PROCEDURES

- A. All Change Orders shall be prepared on the form provided in these Contract Documents.
- B. Unit Price Change Order: For pre-determined unit prices and quantities, Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work not pre-determined, refer to Article 12 - Change of Contract Price; Change of Contract Times, of the Standard General Conditions (EJCDC C-700 Standard General Conditions of the Construction Contract).
- B. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract.
- C. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved; or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 1.11.D.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Article 1.11.C.2, on the basis of the Cost of the Work plus a Contractor's fee for overhead and profit (determined as provided in Article 1.11.D).
- D. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for actual and accountable costs incurred, the Contractor's fee shall be 15 percent;
- b. for subcontractor costs, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Article 1.11.D.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the actual and accountable costs incurred by such Subcontractor and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- e. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Articles 1.11.D.2.a through 1.11.D.2.d, inclusive.

#### 1.11 UNIT PRICES

- A. Engineer will take measurements and compute quantities accordingly. The Contractor will assist in taking of measurements and determination of work completed prior to preparation of corresponding Application for Payment.

#### 1.12 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates:
  1. Additive Alternate No. 1: [ Replace Coating for Sludge Digester ].
  2. Additive Alternate No. 2: [ Replace Liner for SBR Basin ].

#### 1.13 COORDINATION

- A. Obtain any required business license(s) required by Owner or agency(ies) with jurisdiction prior to commencing construction activities.
- B. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- D. Submit a Traffic Control Plan that is signed and sealed by a Professional Engineer in the state of project location prior to construction activities.

1. All existing signs, markers, delineators, etc. within the construction limits shall be removed, stored, and reset.
  2. Subject to the established Traffic Control Plan, at least one lane shall be open to traffic at all times. Provide proper signage to maintain the traffic lane in such a manner as to assure proper safety to the traveling public on all affected roads. Provide access to all private and public property at all times except when grading, excavation and backfill operations are being conducted immediately in front of the property, in which case access will not be denied for more than 4 hours without approval from the Engineer.
  3. Traffic lanes provided during construction shall be maintained in such a condition under all weather conditions, so as to permit the reasonable passage of passenger vehicles, and shall be kept graded and smooth and watered several times daily, as needed, to control dust.
- E. Contractor is responsible for timely scheduling of any pertinent inspections with local, county and state agencies with jurisdiction, and as required by the permits.
- F. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- G. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
1. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement.
  2. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner at the address stated on the signature page of the Agreement.
  3. Any such notice shall be deemed to have been given as of the time of actual delivery, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, certified mail, or telephone facsimiles, at the time of actual receipt as the case may be.

#### 1.14 SUSPENSION OF WORK

- A. The Owner may order suspension of work due to seasonal or other conditions unsuitable for construction work.
- B. Maintenance during suspension: Prior to suspension for any cause, the Contractor shall take necessary precautions to protect the work during the period of suspension from any factors which would contribute to its deterioration.
- C. Time elapsed during suspension of the work shall not count as contract time. The Contractor shall make no claim for damages due to delay, additional mobilization charges, nor any additional costs that may be incurred solely due to suspension of work.
- D. Requests for additional time to be added after the “contract completion date” due to delays or extra work shall be made to the Owner in writing by the Contractor within ten (10) days

after the time of the occurrence of the delay or receipt of a Change Order for extra work. Such requests shall set forth the justification for the additional time.

- E. Upon approval, the additional contract time shall then be in full force and effect, the same as though it were the original date for completion, and will be shown as the completion date plus an amount of additional working days. Any time required to complete the work beyond the contract time or additional contract time will result in the assessment of liquidated damages, as specified in the Contract Documents. Failure to make such requests within the above limits will be considered as a waiver on the part of the Contractor as to the need for additional contract time.

#### 1.15 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify and confirm elevations and locations of the Work, conforming with the Contract Documents, with the Engineer prior to performing any excavation.
- B. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.
- C. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, easement alignments, stakes for pipe locations and other working points, lines, elevations and cut sheets.

#### 1.16 PRE-CONSTRUCTION CONFERENCE

- A. Engineer will schedule Pre-Construction Conference after Notice of Award for affected parties.
- B. The Contractor, or his duly authorized representative, and subcontractor representatives will attend the meeting.

#### 1.17 PROGRESS MEETINGS

- A. Schedule in coordination with the Engineer at maximum monthly intervals, and attend all Progress Meetings throughout progress of the Work.
- B. The purpose of the meetings will be to review the following:
  - 1. Work progress since previous meetings.
  - 2. Field observations, problems, conflicts.
  - 3. Problems which impede construction schedule.
  - 4. Corrective measures and procedures to regain projected schedule.
  - 5. Revisions to construction schedule.
  - 6. Plan progress and schedule during succeeding work period.
  - 7. Coordination of schedules.
  - 8. Off-site fabrication and delivery schedules.
  - 9. Maintenance of quality standards.

10. Proposed changes, construction schedule and completion date.
  11. Coordination of separate contracts.
  12. Record or "as-built" drawings of completed work.
  13. Other business as required.
  14. Regulatory requirements including OSHA, New Mexico Board of Labor, and others as applicable.
  15. Funding requirements including RUS, NMED, NMFA, DFA, USEPA and others as applicable.
- C. During each meeting, the Contractor is required to present any issues which may impact his Work, with a plan to resolve these issues expeditiously.
- D. Together with each payment application, Contractor must present the current as-built drawings reflecting all work performed to date.

#### 1.18 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.
- B. Execute cutting, fitting, and patching, including excavation and fill, to complete Work, and to:
1. Uncover Work to install or correct ill-timed Work.
  2. Remove and replace defective and non-conforming Work.
  3. Remove samples of installed Work for testing.
  4. Provide openings in elements of Work for penetration of mechanical and electrical Work.
- C. Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.
- D. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- E. Refinish surfaces to match adjacent finishes.

#### 1.19 SUBMITTAL PROCEDURES

- A. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions and elevations, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.

- D. Revise and resubmit submittals as required by the Engineer; identify changes made since previous submittal.
- E. Submit number of copies Contractor requires, plus two copies Engineer will retain, at a minimum, unless otherwise indicated at the Pre-Construction Conference.
- F. Transmit each submittal with Engineer accepted form.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- H. Prior to commencing construction activities, Contractor shall provide two (2) copies of the corresponding Project safety plan to the Engineer, per SC-7.12.I of EJCDC C-800 Supplementary Conditions.

#### 1.20 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within fifteen [15] days after date of Owner-Contractor Agreement for Engineer review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- E. Indicate delivery dates for Owner furnished products and products identified under Allowances.

#### 1.21 PROPOSED PRODUCTS LIST

- A. Unless required as an attachment to Bid, within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.22 PRODUCT DATA

- A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit copies and distribute in accordance with Submittal Procedures article.

- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### 1.23 SHOP DRAWINGS

- A. Shop Drawings:
  - 1. Submitted to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
  - 2. Include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items.
  - 3. Design calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise directed.
  - 4. After review, provide copies and distribute in accordance with Submittal Procedures article and for record documents purposes as specified.
  - 5. Except as may otherwise be indicated herein, the Engineer will return copies of each submittal to the Contractor with comments noted thereon, within 30 calendar days following their receipt by the Engineer.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.

#### 1.24 TEST REPORTS

- A. Submit for Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.25 MANUFACTURER'S INSTRUCTIONS AND CERTIFICATES

- A. When specified in individual specification sections, submit manufacturer printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. When specified in individual specifications sections, submit certifications by manufacturer to Engineer, in quantities specified for Product Data.

- D. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- E. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.26 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.27 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed products over suppliers, manufacturers, products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturer's tolerances.

1.28 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. When specified reference standard conflict with Contract Documents, request clarification from Engineer before proceeding.

1.29 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to furnish qualified staff personnel to observe site conditions and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturer's written instructions.

1.30 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify utility services are available, of correct characteristics, and in correct location.

- C. Contractor is solely responsible for utility location, protection and verification. Contractor must notify New Mexico One Call System Inc., at 811, and all local utility providers, three (3) days before starting utility line construction.
- D. It shall be the responsibility of the Contractor to become acquainted with the location of all underground structures which may be encountered or which may affect the Work hereunder.

#### 1.31 TEMPORARY SERVICES

- A. Provide, maintain and pay for suitable quality water service as required.
- B. Maintain uninterrupted water, wastewater, and electric service to all properties adjoining the Work, except where specifically approved by the authority having jurisdiction. Services damaged by the Contractor shall be immediately and permanently repaired or replaced at the expense of the Contractor. Give a minimum of 48-hour advance notice to occupants of adjacent properties before interrupting any service. Any interruption of service shall be kept to the minimum length of time possible.
- C. Until final inspection and approval of the Work and issuance of the Certificate of Substantial Completion, the Contractor is responsible for all Work directly or indirectly affected by the Contractor's activities. Such responsibility continues for all Work detailed on the punch list that may accompany the Certificate of Substantial Completion, until satisfactorily completed by the Contractor and approved by the Owner and Engineer.
- D. Furnish, install and maintain any temporary water storage structures, electrical connections, meters, wiring, outlets, switches, lamps, etc., as necessary for the work. The Contractor shall provide such temporary heat as may be necessary for the prevention of injury to the work or material through dampness or cold. All temporary connections, installations, facilities and supplies furnished or installed as specified in this paragraph, shall be removed prior to the completion of the Contract, and the premises left perfectly clean and satisfactory to the Owner.
- E. Maintain ambient temperature above freezing in enclosed/occupied areas where construction is in progress, unless indicated otherwise in specifications.
- F. Provide temporary electricity and power outlets for construction operations, connections, branch wiring, distribution boxes, and flexible power cords as required. Do not disrupt Owner's need for continuous service.
- G. Provide and maintain required sanitary facilities and enclosures in clean and sanitary condition.

#### 1.32 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Existing on-site roads, designated by the Owner, may be used for construction traffic.

1.33 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove waste and surplus materials, rubbish, and construction facilities from site. Restore all job sites and adjoining areas, including roads and driveways, to a condition equal to or better than the original status. Special attention will be made to not disturb unimproved roads by placing any excavated material to the sides of these roads when waterlines are located along the right-of-way.
- C. Brush and trees shall be felled parallel to the right-of-way to minimize damage to trees and structures on adjacent property. All brush, tree tops, stumps and other debris shall be removed from the right-of-way and disposed of by the Contractor, subject to and in conformity with the special provisions applying to the tract of land involved (if any). The Contractor shall not destroy nor remove any trees, shrubbery, nor any other improvements, without permission of the Owner.
- D. The Contractor shall not dispose of debris, refuse or sanitary wastes in an open dump or in a natural watercourse, whether on public or private property, or in such places that undesirable wastes can eventually be exposed or carried to a natural watercourse.

1.34 PROJECT IDENTIFICATION

- A. Provide project sign as indicated in the Contract Documents, to design and colors as indicated.
- B. Project sign must be produced by a professional sign company with at least three years experience producing similar signage. The proposed project sign shall require a submittal for approval, whether included on a Submittals Checklist or not, and shall include materials to be incorporated and name of company that will produce the sign.
- C. Erect on site at location approved by Engineer.
- D. The Contractor shall not erect, or permit the erection of advertising signs. Only minimal identification and direction signs shall be permitted on the site. Unnecessary or obnoxious posters, pictures, signs, symbols, drawings or writing on work, material or equipment, resulting from vandalism or other causes, shall be covered or removed by the Contractor.

1.35 BARRIERS AND FENCING

- A. Provide barriers or fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

1.36 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

1.37 SECURITY

- A. Provide security and facilities to protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.38 WATER CONTROL

- A. Provide erosion control.
- B. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. In the event that one acre of earth or more is disturbed, the Contractor shall submit to the Owner's Resident Project Representative a Storm Water Pollution Prevention Plan (SWPPP) that will address all construction phases and the proposed pollution prevention and sediment control measures. This shall be done in accordance with the National Pollution Discharge Elimination System (NPDES) general permit requirements for all construction activities, and shall include all required reporting. If the Bid Form does not include an item for preparation and implementation of the SWPPP, the cost thereof will be considered incidental to related work.
- D. The Contractor shall conduct his operations to minimize damage to natural watercourses, and shall not permit petroleum products, volatile fluid wastes, or any other wastes which are prohibited by local ordinances, or excessive amounts of silt, clay, or mud to enter any drainage system. The bed of natural watercourses or man-made irrigation ditches shall be restored to normal gradient and cross-section after being disturbed.

1.39 POLLUTION AND ENVIRONMENTAL CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Provide dust control, erosion and sediment control, noise control, pest control and rodent control to allow for proper execution of the Work. Short term effects of dust produced by equipment will be mitigated by sprinkling traffic areas with water. Motor equipment shall be kept in repair and equipped with anti-pollution devices, if possible, to cut down on exhaust emissions. Burning as a method of cleaning or disposal will not be permitted without approval of the proper authorities.
- C. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the New Mexico Environment Department.
- D. The Contractor shall be responsible for the reporting and the cleanup of spills associated with project construction and shall report and respond to spills of hazardous materials such as gasoline, diesel, motor oil, solvents, chemicals, toxic and corrosive substances, and other materials which may be a threat to the public health or the environment. The Contractor shall be responsible for reporting past spills encountered during construction and of current spills not associated with construction. Reports shall be made to the New Mexico

Environment Department Emergency Response Team at (505) 476-6025 during business hours. If there is no emergency situation the Contractor can leave a message regarding the nature of the spill, location and contact information. For emergencies that require immediate attention and mitigation, and there is no response at the NMED Emergency Response Team number above, call (505) 827-9329. For emergencies that pose immediate danger to public health or property, call 911. For any and all spills, Contractor shall also immediately contact the Owner's Resident Project Representative.

- E. The Contractor shall clean up any unreported spills associated with project construction identified after construction.

#### 1.40 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

#### 1.41 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of same manufacturer for components being replaced.

#### 1.42 DELIVERY, HANDLING, STORAGE, AND PROTECTION

- A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.

#### 1.43 SUBSTITUTIONS

- A. Substitutions will only be considered when Product becomes unavailable through no fault of Contractor, or where an "approved equal" is specifically allowed elsewhere in the Technical Specifications or noted on the Drawings. In such cases, the brand name and/or model number of products that have been identified in these Specifications serve as the basis of the design. These products may be substituted with other products that meet the same manufacturing standards, quality, performance and desired characteristics of the Specifications when approved by the Engineer or Owner's representative.

- B. Specific manufacturers may be required for certain items in order to maintain consistency with the Owner's existing inventory. In such cases, substitutions will not be allowed as indicated in each specification section where applicable.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. Submit three [3] copies of request for Substitution to the Engineer for consideration. Limit each request to one proposed Substitution.

#### 1.44 CLOSEOUT PROCEDURES

- A. Submit written certification Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and amount remaining due.
- C. Among required closeout submittals include: Release of Liens, Consent of Surety, and Certification of Labor Standards.

#### 1.45 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Upon completion of the work under this contract, thoroughly clean and make any needed repairs caused by damage during construction to any existing utilities or other structures on the site.
- C. Notify the Engineer in writing once final cleaning is complete. The final estimate will not be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that it is properly constructed and the site properly cleaned.

#### 1.46 STARTING OF SYSTEMS

- A. Provide seven [7] days notification prior to start-up of each item.
- B. Ensure each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturer's instructions.
- D. Submit written report stating equipment or system has been properly installed and is functioning correctly.

1.47 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six [6] months.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

1.48 TESTING, ADJUSTING, AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Owner retains the right to appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with requirements of Contract Documents.
- C. Contractor will cooperate with independent firm; furnish assistance as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

1.49 PROTECTING INSTALLED CONSTRUCTION

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

1.50 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed.

- D. Record Documents and Shop Drawings (As-Built Drawings): Legibly mark each item to record actual construction with the proper designation below. Deliver two (2) sets of As-Built Drawings with redlines to the Owner upon completion of the Project. The As-Built Drawings will be submitted to the Engineer prior to processing of final payment to the Contractor.
  - 1. Additions/modifications marked in red.
  - 2. Deletions marked in green.
  - 3. Comments marked in blue.
  - 4. Installed systems in yellow.
- E. The Contractor shall also submit electronic survey information of the actual placement of lines and appurtenances. including elevations at top of pipe, northing and easting of top of pipeline or new utility at intervals not to exceed 100 feet and at all fittings, valves and transitions and other appurtenances as well as finished grade elevations at each location cited above, and at the top of flange or top of nut (specify on drawing point description) of all hydrants. Submittals to be a combination of electronic survey point files with copies of survey field book information and/or electronic CAD drawing files including relevant survey point file and field book information. All survey information and electronic CAD drawings to be tied to established survey control as provided on plan set survey control sheet.
- F. Submit documents to Engineer together with claim for final Application for Payment.

#### 1.51 OPERATION AND MAINTENANCE DATA

- A. Submit 3 sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- C. Internally subdivide binder contents with permanent page dividers, logically organized.
- D. Contents:
  - 1. Part 1: Directory
    - a. List names, addresses, and telephone numbers of Engineer, Contractor, subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system:
    - a. Equipment summary, operational procedures, preventive maintenance procedures and schedules, parts list, shop drawings, safety issues.
  - 3. Part 3: Project documents and certificates.
    - a. All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

#### 1.52 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

- B. Deliver to project site and place in location as directed by Engineer; obtain receipt prior to final payment.

1.53 WARRANTIES AND PRODUCT REGISTRATION

- A. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers for all products with extended warranties beyond one (1) year.
- B. Execute and assemble product registration documents from suppliers and manufacturers, on Owner's behalf, for all products requiring such registration, for recall or warranty purposes.
- C. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 40 05 24

AERATION STEEL PIPING: EXPOSED

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
  - 1. Steel Piping, Joints, Fittings, and Fabricated Steel Piping Fittings and Specials.
  - 2. Pressure Gauges.
  - 3. Air Blower
  - 4. Air Blower Motor
  - 5. SBR Basin Diffusers

1.2 REFERENCES

- A. American Society of Mechanical Engineers (ASME):
  - 1. B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
  - 2. B16.3 - Malleable-Iron Threaded Fittings: Classes 150 and 300.
  - 3. B16.5 - Pipe Flanges and Flanged Fittings.
  - 4. B16.9 - Factory-Made Wrought Buttwelding Fittings.
- B. American Water Works Association (AWWA):
  - 1. C200 - Steel Water Pipe 6 Inches and Larger.
  - 2. C206 - Field Welding of Steel Water Pipe.
  - 3. C207 - Standard for Steel Pipe Flanges for Waterworks Service-Sizes 4 inches Through 144 inches.
  - 4. C208 - Standard for Dimensions for Fabricated Steel Water Pipe Fittings.
  - 5. C210 - Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
  - 6. C222 - Polyurethane Coatings and Linings for Steel Water Pipe and Fittings.
  - 7. M11 - Steel Pipe: A Guide for Design and Installation.
- C. ASTM International (ASTM):
  - 1. A47 - Standard Specification for Ferritic Malleable Iron Casting.
  - 2. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. A105 - Standard Specification for Carbon Steel Forgings for Piping Applications.
  - 4. A106 - Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service.
  - 5. A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 6. A536 - Standard Specification for Ductile Iron Castings.
- D. Society for Protective Coatings (SSPC):
  - 1. SP 5 - White Metal Blast Cleaning.
  - 2. SP 10 - Near White Wet Blast.
  - 3. SP 11 - Bare Metal Power Tool Cleaning.

### 1.3 SUBMITTALS

- A. Section 01 00 00 - Submittal Procedures: Submittal procedures.
- B. Product Data:
  - 1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturer's catalog information.
  - 2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
  - 3. Pumps: Submit pump type, capacity, certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.
- C. Manufacturer's Installation Instructions: Submit installation instructions for pumps, valves and accessories.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- E. Manufacturer's qualifications.
  - 1. Manufacturer qualifications and list of projects using the specified material: 5 years minimum.
- F. Manufacturer's Quality Assurance Manual:
  - 1. Submit manufacturer's coating and lining application quality assurance manual to Engineer prior to beginning coating application.
    - a. Strict conformance to the requirements of the manual will be required.
    - b. Deviation from the requirements of the manual will be grounds for the Engineer to reject the applied coating.
- G. Shop drawings:
  - 1. Details of fittings and specials showing thickness and dimensions of plates.
  - 2. Details of welds and materials.
- H. Calculations:
  - 1. Submit calculations prepared and stamped by a professional engineer licensed in the State of New Mexico. The calculations shall be based on the requirements defined in this Section.
  - 2. Design calculations: Wall thicknesses for external loading, special loading, internal pressure, and other necessary design cases.
- I. Certificates of Compliance: Cement-mortar lined and coated steel pipe.
- J. Mill certificates.
- K. Test reports: Rubber gaskets.

## PART 2 PRODUCTS

### 2.1 DESIGN AND PERFORMANCE CRITERIA

#### A. Design requirements:

1. Design criteria for pipe and pipe fittings: In accordance with AWWA M11 with the following modifications:
  - a. Wall thickness: Work Results for General Piping Pipe Schedule, and the following thickness:
    - 1) For pipes smaller than 26 inches in diameter: Minimum 1/4 inch.
  - b. Inside diameter of unlined pipe: Nominal.
  - c. Inside diameter of lined pipe: As measured from face to face of liner, but not less than nominal.
  - d. Deflection of underground pipe inside diameter: Maximum 2 percent under trench load of H-20 live load in accordance with AASHTO specifications.
  - e. Working stress of steel: Maximum 50 percent of yield stress.
  - f. Contactor shall develop and submit calculations to determine the steel and fitting wall thickness and design requirements according to the requirements of this specification

### 2.2 UNIONS AND FLANGES

#### A. Unions for Pipe 2 inches and Smaller:

1. Ferrous Piping: Class 150, malleable iron, threaded.

#### B. Flanges for Pipe 2-1/2 inches and Larger:

1. Ferrous Piping: Class 150, forged steel, slip-on flanges.

### 2.3 MATERIALS

#### A. Stainless Steel Pipe: AWWA C220, Stainless Steel Pipe, 1/2" and Larger, ASTM A312/A312M, Schedule 40S, threaded

1. Material: 304
2. Fittings, Threaded: AWWA C226, Stainless Steel Fittings for Waterworks Service, sizes 1/2 inch through 72 inch

#### B. Steel pipe fittings:

1. Screwed fittings:
  - a. Malleable iron: ASME B16.3, 150 pounds; galvanized in accordance with ASTM A153 where used with galvanized pipe.
  - b. Cast iron drainage: ASME B16.12, galvanized in accordance with ASTM A153 where used with galvanized pipe.
2. Flanged fittings:
  - a. Type for 12-inch and smaller pipe: ASME B16.1, cast iron or ductile iron, 125 pounds; or ASME B16.5, steel, 150 pounds, galvanized in accordance with ASTM A153 where used with galvanized pipe.

- b. Companion flanges for larger than 4 inch to and including 12-inch pipe: ASME B16.5, slip-on or welding neck type.
  - c. Weld flanges to pipe or fittings before applying lining.
  - d. Machine flanges or provide tapered filler for changes in grade or to slope lines for drainage.
  - e. Flange bolts: As specified in Section 40\_05\_00.01 - Common Work Results for General Piping.
  - f. Gaskets: As specified in Section 40\_05\_00.01 - Common Work Results for General Piping.
- C. AWWA C200 steel pipe and fittings design and fabrication:
- 1. General:
    - a. Applicable standards: AWWA C200 steel pipe shall conform to the standards specified in General of this Section.
    - b. Identification marks: Provide identification marks in accordance with AWWA C200. These marks shall be stenciled or otherwise shown at the top of the piping items exterior, including the following information:
      - 1) Name or trademark of the manufacturer.
      - 2) Date of manufacture of the item.
      - 3) Internal diameter in inches.
      - 4) Number of the item, sequential from initial to end station.
    - c. Diameter designation: The pipe diameter specified in the Specifications and indicated on the Drawings shall be the clear inside diameter after application of the cement-mortar lining with a tolerance of plus 0 inch and minus 1/4 inch

## 2.4 COATING AND LINING

- A. Manufacturers:
- 1. Carpenter & Paterson Inc.
  - 2. Creative Systems Inc.
  - 3. Flex-Weld, Inc.
  - 4. Glope Pipe Hanger Products Inc.
  - 5. Michigan Hanger Co.
  - 6. Superior Valve Co.
  - 7. Substitutions: Section 01 00 00 - Product Requirements.
- B. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron Carbon steel, adjustable swivel, split ring.
- C. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
- D. Multiple or Trapeze Hangers: Steel channels with welded supports or spacers and hanger rods.
- E. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
- F. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamps.

- G. Vertical Support: Steel riser clamp.
- H. Floor Support for Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- I. Copper Pipe Support: Carbon steel ring, adjustable, copper plate.

## 2.5 CEMENT MORTAR

- A. Line pipe with cement mortar in accordance with AWWA C205 and as specified in this Section).
  - 1. Cement:
    - a. Cement: In accordance with ASTM C150, Type II.
  - 2. Water:
    - a. In accordance with AWWA C205 and as specified in this Section.
  - 3. Sand and aggregate:
    - a. In accordance with AWWA C205.
    - b. Provide silica sand or other aggregate that is not subject to leaching in accordance with ASTM C33.
- B. Lining:
  - 1. Line special pieces or fittings by mechanical, pneumatic, or hand placement.
    - a. Extend to faces of flanges and ends of spigots.
    - b. Less than 12 inches in width: Coat with epoxy bonding agent prior to applying cement mortar.
- C. Provide plastic end caps of sufficient thickness and strength to resist shipping, handling, and storage stresses.

## 2.6 AIR PRESSURE GAUGES

- A. Manufacturers:
  - 1. Krohne.
  - 2. WIKA.
  - 3. Pentair AES.
  - 4. Approved equal.
- B. Must conform to ANSI B40.1 and have the following characteristics:
  - 1. Liquid filled, altitude/psi process gauge.
  - 2. Stainless steel isolation ball valve.
  - 3. Accuracy: 0.5% of full scale.
  - 4. Wetted materials: 316 SS.
  - 5. Case material: Polypropylene; safety glass window.
  - 6. Connection: 1/4" NPT(M), bottom.
  - 7. Dial Size: 4-1/2".
  - 8. Mounting: Stem or surface.
  - 9. Range: 0-160 psi, 0-370 feet.

2.7 BLOWER

- A. Blower consist of horizontal multistage centrifugal blower for aeration services.
  - 1. Manufacturers
    - a. Gardner Denver: Model #4206
  - 2. Gardner Denver 4206 multistage centrifugal blower, suitable for continuous-duty wastewater aeration service at the specified flow and pressure, complete with matching base and coupling for a 20 HP, 3600 RPM, 256T frame motor.

2.8 BLOWER MOTOR

- A. Motor base bid consists of horizontal, premium efficiency, 20 HP motor for blower drive.
  - 1. Manufacturers:
    - a. Toshiba
  - 2. Toshiba three-phase induction motor, 20 HP, 256T frame, 3600 RPM, TEFC enclosure, 230/460V, 60Hz, NEMA Premium efficiency, 1.15 service factor, suitable for blower drive service.

2.9 SBR BASIN DIFUSERS

- A. Fine Bubble Aeration System with EPDN Standard Membrane Disc Diffusers for installation in the following applications:
  - 1. SBR Basin

Zone Name	Diffusers per Grid	Aeration Grids per Zone	Diffusers per Zone	Drop Pipe / Manifold Size, inches
Pre-React Zone	259	1	259	4
Main React Zone	736	2	1,472	8
Total for SBR Basin		3	1,731	

- 2. Each aeration grid will include:

Grid	Diameter, inches	Thickness, Material	Connections
Power Drop Pipe	---	SCH 40, PVC	- Clam coupling to existing drop pipe - Plain end to drop pipe - Plain end to manifold
Manifold	---	SCH 40, PVC	- Factory welded PVC joint to lower drop pipe - Factory welded PVC saddles to air distributors
Air Distributors	4	SDR 33.5, PVC	- Factory welded PVC union joints to manifold and air distributors - Factory welded diffuser holders (cereal bowl type)

3. In addition to the piping listed above, each grid will include:
  - a. Required number of fine bubble diffusers and separate base plates for installation into factory welded diffuser holders.
  - b. Required PVC pipe joint connections and removable end caps.
  - c. Required 304 stainless steel piping supports with vertical supports, clamps, adjusting mechanism and anchor bolts (designed for installation in 4000 PSI Concrete).
  - d. Required 304 stainless steel bolts, nuts, and gaskets for field assembly.
  - e. Moisture purge system, including ¾" solenoid valves.

## PART 3 EXECUTION

### 3.1 INSTALLATION

#### A. Joints:

1. Steel pipe joints shall be screwed, welded, flanged, grooved, or made with flexible joints. The type of joint for piping is specified in the Piping Schedule in Section 40\_05\_00.01 - Common Work Results for General Piping.
2. Provide unions, flexible couplings, flanged joints, and other types of joints or means necessary to allow ready assembly and disassembly of the piping.
3. Unless otherwise indicated on the Drawings or specified in the Piping Schedule in Section 40\_05\_00.01 - Common Work Results for General Piping, pipe joints shall be as follows:
  - a. Pipe 2 inches to 4 inches in nominal diameter shall have screwed joints, flanged joints, welded joints, or joints made with flexible couplings.
  - b. Pipe larger than 4 inches in nominal diameter shall have flanged joints, welded joints, or joints made with flexible couplings.

#### B. Screwed joints:

1. Perform threading with clean, sharp dies.

- a. Wavy, rough, or otherwise defective pipe threads are not acceptable.
    2. Make screwed joints tight and clean with an application of Teflon™ tape or approved paste compound applied to the male threads only, except as follows:
      - a. Make up liquid and dry chlorine lines, and liquefied petroleum gas lines, with litharge and glycerin.
    3. Provide railroad type unions with bronze-to-iron seat, galvanized where used with galvanized pipe.
      - a. Flanged joints may be used instead of unions.
  - C. Flanged joints:
    1. In flanged joints, flanges shall come together at the proper orientation with no air gaps between the flanges after the gaskets are in place.
    2. Attach slip-on flanges to pipe by 2 fillet welds, in accordance with AWWA C207.
    3. Secure welding neck flanges with full penetration butt welds without backing rings.
      - a. After welding in place, the faces of flanges shall be perpendicular to the axis of the pipe, or, in the case of fittings, at the proper angle to each other, and bolt holes shall be in proper alignment.
  - D. Welded joints:
    1. Welded joints shall be electric welded in accordance with AWWA C206.
    2. Welders shall be qualified pursuant to the provisions of AWWA C206.
      - a. Welders' testing shall be at the Contractor's expense, including cost of test nipples, welding rods, and equipment.
    3. Do not weld galvanized pipe.
- 3.2 DEFECTS IN COATINGS EXCEPT CEMENT MORTAR

- A. Engineer will identify defective coating to be field repaired in accordance with the applicable AWWA standard.
  1. Pipe joints exceeding the following defect maximum will be rejected.
    - a. Minor defects:
      - 1) No more than 1.5 per 100 square feet of surface area.
      - 2) 2 or more minor repairs within an 8-inches diameter circle will be considered a single repair.
      - 3) Repairs for adhesion testing will not be included in the total number of repairs.
      - 4) Repair in accordance with manufacturer's requirements.
    - b. Major defects:
      - 1) No more than 3 major repairs on each pipe joint.
      - 2) No more than 30 percent repairs on the pipe surface area with defects.
  2. Minor repairs:
    - a. Repairs less than 8-inches in the greatest dimension.
    - b. Repair in accordance with manufacturer's requirements.
  3. Major repairs:
    - a. Repairs that exceed 8-inches in the greatest dimension.
    - b. Repair in accordance with manufacturer's requirements.

### 3.3 CEMENT MORTAR

- A. Lining:
  - 1. Field applied interior joint lining:
    - a. Field applied lining shall be of the same density, smoothness, and thickness as shop applied lining.
    - b. After the backfill has been completed to final grade, fill interior joint recess with tightly packed cement mortar.
      - 1) Trowel flush with the interior surface with no indentation or projection of the mortar exceeding 1/16-inch.
      - 2) Remove excess cement mortar.

### 3.4 FIELD QUALITY CONTROL

- A. Field test fabricated steel manifolds with the pipe to which they connect.
- B. Weld testing:
  - 1. Liquid penetrant testing:
    - a. As soon as possible after welding of pipeline joints, all fillet welds shall be tested by the liquid penetrant inspection procedure in accordance with ASTM E165 under Method "B" and "Leak Testing".
    - b. Chip out defects, rework, and retest.
      - 1) Upon retest, the repaired area shall show no leaks or other defects

END OF SECTION