

**REQUEST FOR PROPOSALS (RFP)
FOR
PROFESSIONAL DESIGN SERVICES**

RFP No. 23-002

Packet No. 1



Project Name: Corrales Firefighting water line and
infrastructure

Contracting
Agency: Village of Corrales

Address: 4324 Corrales Road,
Corrales, NM 87048

Telephone: 505-897-0502

Date: 04/24/2023

Funding Type: Federal

This form was prepared by [the Village of Corrales](#) and is endorsed by the Professional Technical Advisory Board (PTAB), which is comprised of the American Council of Engineering Companies (ACEC) New Mexico, New Mexico Society of Professional Engineers (NMSPE), American Institute of Architects (AIA) New Mexico Chapter, New Mexico Professional Surveyors (NMPS), and American Society of Landscape Architects (ASLA) New Mexico Chapter; Local Government Division, Department of Finance and Administration; Rural Utilities Service, US Department of Agriculture; New Mexico Environmental Department; and New Mexico Finance Authority.

For information and suggestions on how to fill out this RFP, please refer to the "OWNER'S MANUAL FOR QUALIFICATIONS-BASED SELECTION (QBS)" at www.ptabnm.org.

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Qualifications-based competitive sealed proposals for professional design services will be received by the Contracting Agency, Village of Corrales for RFP No. 23-002

The Contracting Agency is requesting proposals for professional

- | | |
|--|---|
| <input type="checkbox"/> architectural services | <input checked="" type="checkbox"/> engineering services |
| <input checked="" type="checkbox"/> surveying services | <input type="checkbox"/> landscape architectural services |
| <input checked="" type="checkbox"/> planning services | |

for: Corrales Firefighting water line and infrastructure , Village of Corrales

Project No. _____

Proposals will be received at 4324 Corrales Road, Corrales, NM 87048 until Tuesday, June 13th 2023 at, 4:00 pm.

Copies of the Request for Proposals (RFPs) can be obtained in person at the office of Clerk at 4324 Corrales Road, Corrales NM 87048 or will be mailed or emailed upon request to Melaine Romero at 505-897-0502 or mromero@corrales-nm.org.

A ☒ mandatory ☐ non-mandatory pre-proposal meeting ☒ will ☐ will not be held on Thursday April 27, 2023 at 2:00pm at 3001 Angel Road, Corrales, NM 87048.

Interviews ☒ may be held ☐ will not be held for this project after the evaluation of proposals is completed.

PURCHASING AGENT:

Melanie Romero _____ Date: _____

(for Contracting Agency's Use Only)

Newspaper: _____	Publish: _____	P.O. No. _____
Newspaper: _____	Publish: _____	P.O. No. _____
Newspaper: _____	Publish: _____	P.O. No. _____

[Note: This Notice is issued pursuant to the requirements of § 13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§ 13-1-113) and published in a newspaper of general circulation in the area.]

1. PROJECT DESCRIPTION

The Village of Corrales is seeking an engineering firm to work under the direction of the Fire Department to plan, design and engineer a fire suppression system to include water distribution lines to be tied into current and future water tanks, existing pumps systems and lines. This includes design and engineering of expansion lines and hydrants. The lines will be on Village owned property and or in easements granted for water lines. The engineering firm will need to calculate needed pipe diameter, work with fire chief for locations of hydrants, valves and tees. The engineer will be responsible for all design, engineering and bid documents necessary to complete construction of the fire suppression line and connection of existing lines, tanks and pumps based on mapping. The construction will be phased as funding allows and each phase must be fully operational to the endpoint.

The engineer will also work with the Fire Department to create bid documents, the bid process and construction for the well and 500,000-gallon storage tank at 3001 Angel Road bases on the Specifications and Contact Documents "Angel Hill Ground Storage Reservoir March 2021" The engineer will update the site development plan for the location.

2. SCOPE OF WORK

The Offeror shall perform the following professional services:

2.1 Provide standard **Basic Design Services**, consisting of:

Architects/Landscape Architects

- ☐ Programming Phase
- ☐ Schematic Phase
- ☒ Design Development Phase
- ☒ Construction Documents Phase
- ☐ Bidding and Negotiations Phase
- ☐ Construction Administration Phase
- ☐ Post-Construction Phase

Surveyors

- ☐ Property Boundary Survey
- ☐ Topographic Survey
- ☐ Easement Survey
- ☐ Right-of-Way Survey
- ☐ Inspection Report

Additional Services

- ☒ Environmental Documentation
- ☒ Permitting
- ☐ Grant Administration
- ☐ Right-of-Way Acquisition

Engineers

- ☒ Study and Report Phase (PER)
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding and Negotiations Phase
- ☒ Construction Administration Phase
- ☐ Operational Phase

Planning Studies

- ☐ Comprehensive Plan
- ☐ Strategic (i.e. issue specific) Plan
- ☐ Mapping and/or Zoning
- ☒ Other Planning Tasks

☐ _____

☐ _____

2.2 ☒ **Periodic** or ☐ **Full-time**
observation during construction.

2.3 Other (list):

☐ _____

☐ _____

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND TERMS

- 1.1. **Addendum:** a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
- 1.2. **Consultant:** means the Successful Offeror awarded the Agreement/Contract.
- 1.3. **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§ 13-1-52 NMSA 1978).
- 1.4. **Offeror:** any person, corporation, or partnership legally licensed to provide professional design services in this state who chooses to submit a proposal in response to this Request for Proposals.
- 1.5. **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.
- 1.6. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§ 13-1-81 NMSA 1978).
- 1.7. **Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§ 13-1-83 NMSA 1978).
- 1.8. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§ 13-1-85 NMSA 1978).
- 1.9. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
- 1.10. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

2. REQUEST FOR PROPOSAL DOCUMENTS

2.1. COPIES OF REQUEST FOR PROPOSALS (RFP)

- A. A complete set of the RFP may be obtained from the Contracting Agent.
- B. A complete set of the RFP shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP.
- C. The Contracting Agency in making copies of RFP available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.
- D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

2.2. INTERPRETATIONS

- A. All questions about the meaning or intent of the RFP shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the RFP. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.

2.3. ADDENDA

- A. Addenda will be emailed, mailed, faxed, or hand delivered to all who are known by the Contracting Agency to have received a complete copy of the RFP.
- B. Copies of Addenda will be made available for inspection wherever RFPs are on file for that purpose.
- C. No Addenda will be issued later than five days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals.
- D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued and shall

acknowledge their receipt in the Proposal Cover Letter.

3. PROPOSAL SUBMITTAL PROCEDURES

3.1. NUMBER, FORM AND STYLE OF PROPOSALS

- A. Offerors shall provide **5** copies of their proposal to the location specified on Page 2 on or before the closing date and time for receipt of proposals.
 - B. All proposals must be typewritten on standard 8-1/2" x 11" paper and bound on the left-hand margin.
 - C. A maximum of **25** pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.
 - D. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1) Cover Letter
 - 2) Response to Evaluation Criteria included in this RFP.
 - 3) Other supporting or resource material
 - E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP, may be deemed non-responsive and rejected on that basis.
 - F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request stating the entire proposal is confidential will not be acceptable. Only matters, which clearly are of a confidential nature, will be considered.
 - G. Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
- #### 3.2. SUBCONSULTANTS
- A. The Offeror shall list and state the qualifications for each subconsultant the Offeror proposes to use for all subcontracted work.
 - B. The Offeror is specifically advised that any person or other party to whom it is proposed

to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including, but not limited, to suspension or debarment by the Contracting Agency.

3.3. PREQUALIFICATION PROCESS

A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such pre-qualified businesses (§ 13-1-134 NMSA 1978). For purposes of this RFP, if pre-qualification is utilized, special instructions will be attached as an exhibit to this RFP.

3.4. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

3.5. SUBMITTAL OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposal.
- B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the envelope: project title, project number, RFP number, date of opening, and time of opening. If the proposal is sent by mail, the sealed envelope shall have the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.
- C. Proposals received after the date and time for receipt of proposals will be returned unopened.
- D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's designee and will be clocked

in/time stamped at the time received, which must be prior to the time specified.

- E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses, and such other information as may be specified by the Purchasing Agent.
- F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

3.6. CORRECTION OR WITHDRAWAL OF PROPOSALS

- A. A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received.
- B. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

3.7. NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- A. In submitting this proposal, the Offeror represents that the Offeror has familiarized itself with the nature and extent of the RFP dealing with federal, state, and local requirements, which are a part of these RFP.
- B. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations, and the rules and regulations of all authorities having jurisdiction over the services of the project.

3.8. REJECTION OR CANCELLATION OF PROPOSALS

This RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

4. CONSIDERATION OF PROPOSALS

4.1. RECEIPT, OPENING AND RECORDING

- A. Proposals received on time will be opened publicly or in the presence of one or more

witnesses and the name of the Offeror and address will be read aloud.

- B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§ 13-1-116 NMSA 1978).

4.2. PROPOSAL EVALUATION

- A. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. Price, including costs or fees, cannot be considered in the evaluation of proposals for professional services (architecture, engineering, surveying, and landscape architecture, §13-1-120 NMSA 1978). For the purpose of conducting discussions, proposals may initially be classified as:
 - 1) Acceptable,
 - 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
 - 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).
- B. The Contracting Agency shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality or quantity of the services (§ 13-1-132 NMSA 1978).
- C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a Determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§ 13-1-133 NMSA 1978). Businesses, which have not been selected, shall be so notified in writing within twenty-one days after an award is made (§ 13-1-120 NMSA 1978).
- D. Selection Process: (§ 13-1-120 NMSA 1978).

- 1) An evaluation committee composed of representatives selected by the Contracting Agency will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to provide the required services.

- 2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may:

- a) Rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or
- b) Recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to § 13-1-104 NMSA 1978.

4.3. NEGOTIATIONS (§13-1-122 NMSA 1978)

- A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- C. The designee shall then undertake negotiations with the third most qualified business.
- D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their

qualifications, and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new RFP is initiated.

- E. The Contracting Agency shall publicly announce the business selected for award.

4.4. NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and § 13-1-108 NMSA 1978).

5. POST-PROPOSAL INFORMATION

5.1. PROTESTS

- A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
- B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§ 13-1-173 NMSA 1978).
- C. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 1978).
- D. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1) State the reasons for the action taken; and

- 2) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 1978.

E. A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 1979).

5.2. EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

5.3. NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

5.4. OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals (§ 13-1-82 NMSA 1978).

6. OTHER INSTRUCTIONS TO OFFERORS

Resident Business Preference or Resident Veteran Business Preference (required by House Bill 93, 2016):

Points will be awarded based on Offeror's ability to provide a copy of a current Resident Business certificate or Resident Veteran Business certificate.

6.1 Resident Business Preference

For the Offeror to receive a Resident Business Preference, the business shall submit, with this proposal, a copy of a valid Resident Business certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

An Offeror who qualifies as a Resident Business shall receive a 5% preference added to the total possible points of the selection process.

6.2 Resident Veteran Business Preference

For the Offeror to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website:

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

Offerors seeking a Resident Veteran Business Preference will be evaluated as follows:

- A. Resident Veteran Businesses with annual gross revenues of up to \$3M shall receive a 10% preference added to the total possible points of the selection process.

Preference points are added only once to the total possible points of the overall selection process.

Example: A selection process has total possible points of 1,000 points. Five proposals are received: one from a Resident Business, one from a Resident Veteran Business, and three non-resident businesses. The Resident Business would receive 50 points (5% of 1,000 possible points) and the Resident Veteran Business would receive 100 points (10% of 1,000 possible points) which would be added to the total of their evaluated scores, thereby making it possible for the highest possible total points to be 1,100.

An additional example of the scoring process is attached to this RFP.

Note: Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes federal funds.

6.3 Campaign Contribution Disclosure Form

The Offeror shall submit, with its proposal, the signed Campaign Contribution Disclosure Form with the name(s) of applicable public official(s) filled in on the form.

GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.

2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and the Consultant's agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and Consultant's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including § 30-14-1, § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978) which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

5. FEES

A lump sum fixed fee for Basic Services will be negotiated with the Offeror selected.

Additional Services may also be negotiated with the Offeror selected.

6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the State.

8. PROFESSIONAL LIABILITY INSURANCE

The Offeror ☒ **will** ☐ **will not** be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, [the amount of coverage will be 1,000,000.00.](#)

Note to Owner Regarding Evaluation Criteria

The Request for Proposal must include each of the following Evaluation Criteria* as required by statute (§ 13-1-120.B NMSA 1978). Each proposal submitted must address the required Evaluation Criteria. Based on the complexity of the project, the Owner may add additional items to be evaluated. The Owner must assign a weight factor to each of the Evaluation Criteria to communicate to Offerors the relative importance of each.

EVALUATION CRITERIA:

1. **Specialized Design and Technical Competence***

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

2. **Capacity and Capability***

Capacity and capability of the business, including any consultants, their representatives, qualifications, and locations, to perform the work, including any specialized services, within the time limitations.

3. **Past Record of Performance***

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules.

4. **Familiarity with the Contracting Agency***

Proximity to or familiarity with the area in which the project is located.

5. **Work to be Done in New Mexico***

The amount of design work that will be produced by a New Mexico business within this state. **Note: Not allowed for federally funded projects.**

6. **Current Volume of Work with the Contracting Agency Not 75% Complete***

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

Indicate the volume of work currently underway with the Contracting Agency that is less than seventy-five percent complete. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	5
\$1 to \$ 25,000	4
25,001 to 50,000	3
50,001 to 75,000	2
75,001 to 100,000	1
100,001 or more	0

7. **Other Contracting Agency Criteria**

The Owner may add additional elements to be evaluated, such as Public Involvement Experience, and assign points according to their importance. **Note: Price cannot be a factor (§ 13-1-120.B NMSA 1978). Price of any type, i.e. fees, fee schedule, etc., cannot be included with the proposal. This includes a separate sealed envelope, which also is not allowed.**

RFP EVALUATION CRITERIA

EVALUATION CRITERIA AND POINT VALUES

OFFERORS:

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
PLANNING & DESIGN SERVICES		
1. Specialized Design and Technical Competence*	_____ (30)	
2. Capacity and Capability*	_____ (30)	
3. Past Record of Performance*	_____ (25)	
4. Familiarity with the Contracting Agency *	_____ (10)	
5. Work to be Done in New Mexico* <i>Note: Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved.</i>	_____ (0)	
6. Current Volume of Work with the Contracting Agency Not 75% Complete*	_____ (5)	
7. Other Contracting Agent Criteria (if desired) none	_____ (0)	
SUBTOTAL (total possible points for PLANNING & DESIGN SERVICES)	_____ (100)	

****Items required by statute (§ 13-1-120.B NMSA 1978).***

RATING SHEET (CONTINUED) FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
CONSTRUCTION OBSERVATION SERVICES		
1. Construction observation experience.	_____ (5)	
2. Experience with start up assistance to the Owner of new facilities, if applicable.	_____ (5)	
3. Capacity and capability of the consultant to provide strategies to assist in meeting the Owner's construction timeframe.	_____ (5)	
4. History of past performance, including the record of bid amount versus final close out contract amount.	_____ (5)	
5. History of legal claims, if applicable, on similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction observation philosophy.	_____ (5)	
6. Other none	_____ (0)	
7. Other none	_____ (0)	
<p style="text-align: right;">SUBTOTAL</p> <p>(total possible points for CONSTRUCTION OBSERVATION SERVICES)</p>	_____ (25)	
<p style="text-align: right;">TOTAL SCORE</p> <p>(total possible points for PLANNING & DESIGN SERVICES and CONSTRUCTION OBSERVATION SERVICES)</p>	_____ (125)	

Interviews ☒ may be held ☐ will not be held for this project, [iCorrales Firefighting water line and infrastructure](#).

INTERVIEW EVALUATION CRITERIA

INTERVIEW RATING SHEET FOR: Applicant _____		
ITEM	POSSIBLE POINTS	SCORE
1. Describe your project manager's and project team's experience specifically relevant to this project.	_____ (10)	
2. What unique experience does your project team have that can be applied to the successful completion of this project?	_____ (15)	
3. Describe the approach your project team will take to successfully complete this project.	_____ (20)	
4. What are the project's critical issues, and how will your project team approach and address them?	_____ (15)	
5. What challenges do you foresee for this project, and how will your project team address and overcome them?	_____ (15)	
6. What innovative ideas or concepts will your project team apply to this project?	_____ (15)	
7. Describe the strengths and weaknesses of your project team?	_____ (10)	
6. Other none	_____ (0)	
7. Other none	_____ (0)	
TOTAL SCORE	_____ (100)	

The above are suggested EVALUATION CRITERIA and POSSIBLE POINTS for interviews.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any:

[James F Fahey, Jr MD Mayor](#)

[Rick Miera Councilor](#)

[Bill Woldman Councilor](#)

[Mel Knight Councilor](#)

[John P Alsobrook, II Councilor](#)

[Zachary Burkett Councilor](#)

[Stuart Murry Councilor](#)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Veterans Preference Certification

_____(Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

Please check one box only:

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

EXAMPLE OF SCORING

	Total Possible Points	Consultant Firm A (Resident Veteran Business)	Consultant Firm B (Resident Business)	Consultant Firm C
Score from PLANNING & DESIGN SERVICES Section	100	90	85	80
Score from CONSTRUCTION OBSERVATION SERVICES Section (N/A if Section not included)	25	20	25	20
Score from INTERVIEW Section (N/A if Section not included)	100	90	85	80
Subtotal Score		200	195	180
Total Possible Points (of all Sections included)	225			
Total Preference Points Applied, if applicable (total preference points for Resident Business is equal to 5% of the Total Possible Points or Resident Veteran Business is equal to 10% of the total possible points); only one can apply		22.5 Because Consultant Firm A is a Resident Veteran Business, 22.5 points (10% of the Total Possible Points of 225) are added to the firm's Subtotal	11.25 Because Consultant Firm B is a Resident Business, 11.25 points (5% of the Total Possible Points of 225) are added to the firm's Subtotal	0 Because Consultant Firm C is neither a Veteran Resident Business nor a Resident Business, 0 points are added to the firm's Subtotal
Total Score		222.5	206.25	180

Notes:

*Neither the Resident Business Preference nor the Resident Veteran Business Preference can be awarded for any project/contract if it includes **federal funds**.*

*Either the Resident Business Preference **or** the Resident Veteran Business Preference is applied. Both cannot be applied to the score of an individual Consultant Firm.*

CERTIFICATIONS

Project Name _____ Project Number _____

Contract For _____

The following certifications must be completed by the bidder for each contract.**A. EQUAL EMPLOYMENT OPPORTUNITY:**

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

B. NONSEGREGATED FACILITIES

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

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award._____
Typed Name & Title of Bidder's Authorized Representative_____
Signature of Bidder's Authorized Representative_____
Date_____
Name & Address of Bidder

NOTE: The bidder shall complete the following Minority/Women's Business Enterprises (MBE/WBE) utilization information whenever they solicit sub contract services for the project in order to provide the fair share of the total dollar amount of the contract for

1. Do you maintain and update qualified MBE and WBE on your solicitation lists for supplies, equipment, construction and/or service?

Yes____ No____

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

2. Do you maintain a list of minority and women business-focused publications that may be utilized to solicit MBEs or WBEs?

Yes____ No____

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency to recruit bona fide MBE/WBE firms for placement on your solicitation lists? Yes____ No____

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs for potential work opportunities on your proposed bid for this project? Yes____ No____

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs including the bonding range? Yes____ No____

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

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE participation? Yes____ No____

7. Do you send a letter of solicitation to MBE/WBE for this project? Yes____ No____

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

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes____ No____

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

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBEs/WBEs? Yes____ No____

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

Name & Title of Person: _____

Name of MBE/WBE: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

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

Name & Title of Person: _____

Name of MBE/WBE: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

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

Name & Title of Person: _____

Name of MBE/WBE: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$

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

MBE:	Construction: <u>n/a</u> %	Equipment: <u>n/a</u> %	Supplies: <u>n/a</u> %	Services: _____%
	(\$) <u>n/a</u>	(\$) <u>n/a</u>	(\$) <u>n/a</u>	(\$) <u> </u>
WBE:	Construction: <u>n/a</u> %	Equipment: <u>n/a</u> %	Supplies: <u>n/a</u> %	Services: _____%
	(\$) <u>n/a</u>	(\$) <u>n/a</u>	(\$) <u>n/a</u>	(\$) <u> </u>

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

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

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

Typed Name & Title of Authorized Representative

Signature of Service Provider's Authorized Representative

Date



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.
EPA Form 5700-49 (11-88)

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

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

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

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

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

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

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

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

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

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

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

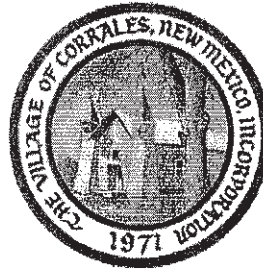
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

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

Prime Contractor Signature	Print Name
Title	Date

VILLAGE OF CORRALES NEW MEXICO



SPECIFICATIONS AND CONTRACT DOCUMENTS

ANGEL HILL GROUND STORAGE RESERVIOR

MARCH 2021

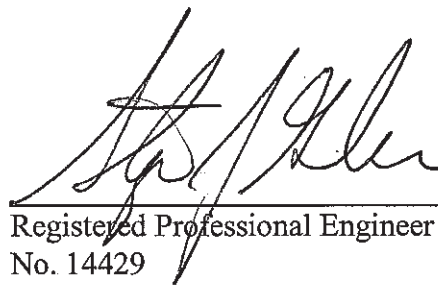
**VILLAGE OF CORRALES
NEW MEXICO**

ANGEL HILL GROUND STORAGE RESERVOIR

SPECIFICATIONS AND CONTRACT DOCUMENTS

MARCH 2021

I, Stephen J. Grollman, Registered Professional Engineer No. 14429, hereby certify that these documents were prepared by me, or directly under my supervision, and are true and correct to the best of my knowledge and belief.


Registered Professional Engineer
No. 14429



**VILLAGE OF CORRALES
NEW MEXICO**

ANGEL HILL GROUND STORAGE RESERVOIR

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ADVERTISEMENT FOR BIDS

**VILLAGE OF CORRALES, NEW MEXICO
ANGEL HILL GROUND STORAGE RESERVOIR**

Sealed bids will be received by the Village of Corrales, at the Office of the Village Administrator, 4324 Corrales Road, Corrales New Mexico 87048 until (local time) of the day of , for construction of the following project:

**VILLAGE OF CORRALES
ANGEL HILL GROUND STORAGE RESERVOIR**

at which time and place the bids will be publicly opened and read. The Village of Corrales will not consider any bids arriving late, including mail or transport error. Any bids received after the above named closing time will be returned unopened.

Construction of a welded-steel, ground storage reservoirs and miscellaneous appurtenant construction.

This contract must be completed within 180 Calendar Days.

Copies of the plans and specifications, together with Contract Documents, are available for public inspection at:

Village Hall 4324 Corrales RD, Corrales NM 87048

Contract Documents, Drawings, and Specifications may be obtained from the Village of Corrales

at the above address, at a cost of \$50.00 for each set, which will be refunded upon return of the entire set in good condition within fifteen (15) days after the bid opening date. Bid sets will be available from at the above listed address.

A cashier's check, certified check, or acceptable bidder's bond, payable to the Village of Corrales, New Mexico, in an amount not less than five percent (5%) of the total for bid submitted, must accompany each bid as a guarantee that if awarded the Contract, the bidder will promptly enter into a Contract and execute such bonds as may be required.

The right to reject any or all bids and to waive all technicalities is reserved by the Village of Corrales, New Mexico.

/s/ _____
, Village Administrator

Publish
Albuquerque Journal

INFORMATION FOR BIDDERS

1. **LOCATION AND DESCRIPTION OF WORK:** The work to be performed under this contract is located in the Village of Corrales, New Mexico, as shown on the location map of the contract drawings. Work consists of the following, as funding permits:

Construction of one welded steel ground storage reservoirs and miscellaneous appurtenant construction.

2. **TIME AND PLACE OF RECEIVING OF BIDS:** The time and place of receiving bids on the proposed construction work will be found in the "Advertisement for Bids" attached hereto. Bids received after the specified time will be returned to the bidder unopened.

3. **CONDITIONS AFFECTING THE WORK:** If any person contemplates submitting a bid for this Contract and is in doubt as to the meaning of any part of the Specifications or other proposed Contract Documents, he may submit to the Village a written request for an interpretation thereof not less than 96 hours prior to bid opening time. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Village will not be responsible for any other explanations or interpretations of the proposed documents.

4. **PROPOSAL FORM:** Proposals must be made on the forms which are a part of these Contract Documents, without separation from the documents.

Each proposal shall be enclosed in a sealed envelope, clearly marked with the name of the project, in order to guard against opening prior to the time set therefore, and addressed in the manner indicated in the proposal form. The bidder shall also place his firm name, address, and New Mexico Contractor's License Number on the outside of the envelope.

Each proposal must be signed in ink by the bidder with his full name and with his business address. Erasures or other changes in the bids must be explained or noted over the signature of the bidder and all qualifications of a proposal shall be by letter duly signed by the bidder.

5. **CONTRACT TIME:** This Contract must be completed within 180-calendar days (see Special Provisions).
6. **QUALIFICATIONS OF BIDDERS:** If requested by the Village the bidder shall provide satisfactory evidence that he has had sufficient experience and that he is fully prepared with the necessary capital, materials, machinery, and skilled workmen to carry out the Contract. The Village reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the State or Village that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

7. COLLUSION: No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firm or individual shall be cause for rejection of all such bids without consideration.
8. QUANTITIES: The estimated quantities listed in the proposal form, although stated with as much accuracy as is possible in advance, are approximate only and are given only for the purpose of comparing bids. The quantities on which payment will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor, in units as shown on the Bid Form.
9. PAYMENT: The Contractor will be paid in cash.
10. BID ACCEPTANCE OR REJECTION: The Village reserves the right to reject any or all bids.
11. AWARD OF CONTRACT: Subject to the rights reserved herein, the work will be awarded as a whole to one bidder. A bid may be rejected if the bidder cannot show that he has the necessary equipment to prosecute the work in the time prescribed in the specifications and that he is not already obligated for the performance of the work which would delay the commencement, prosecution, or completion of the work contemplated in this proposal. Any unbalanced bid, which in the opinion of the Village, jeopardizes the interest of the Village, will be subject to rejection for that reason. The Village specifically reserves the right to reject any qualified bids and those which make it impossible to determine the true amount of the bid. Award may be based upon the Base Bid or the Alternate Bid as the interests of the Owner may dictate.
12. BID GUARANTY: Each bidder must submit with his proposal, a certified check, cashier's check, or Bid Bond in the amount of 5% of this maximum total bid, as a guaranty that he will file the bond required and enter into Contract for the work, if the Contract is awarded to him.

Should the bidder fail to file bond and enter into Contract with the Village of Corrales, then the guaranty shall be forfeited as liquidated damages and the money realized therefrom shall be turned into Treasury of the Village of Corrales, New Mexico.

Bid Bonds or checks will be returned to the unsuccessful bidders when their bids are rejected. The bid guaranty of the successful bidder will be returned when a satisfactory Performance and Payment Bond shall have been made.

13. BID CONSIDERATION TIME: The Village Council will require time to study and canvass each proposal and to determine the proposal it deems to be in the best interest of the Village to accept. No bid may be withdrawn after the scheduled closing time for receipt of bids before a period of thirty (30) days.
14. WAGE RATES AND CONDITIONS OF EMPLOYMENT: The bidders' attention is

directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the New Mexico State Office of Labor Commissioner in effect at the time of this Contract. It shall be the successful bidder's responsibility to inform himself thoroughly of all state and local laws and statutes pertaining to the employment, and he shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin, or legal political affiliation in the employment of persons qualified by training or experience for work under this Contract.

15. TAXES: The Contractor shall exclude all Gross Receipts and Local Option Taxes from the amount of the bid. Applicable Gross Receipts and Local Option Taxes shall be paid by the Owner and shall be shown as a separate amount on each request for payment.
16. PROCEDURE FOR BID OPENING: Prior to the opening of the bid, the face of the envelope will be checked for the bidder's name and address, the name of the Contract the bid is for, and the bidder's New Mexico Contractor's License Number. The license number should also be shown on the signature page of the Bid Proposal or Bid Form. The following procedure will be followed in opening the bid:
 1. Name the bidder
 2. Check for Bid Bond
 3. Check for acknowledgment of Addenda
 4. Check for proper signature on Bid Form
 5. Check for Subcontractor's Listing Form
 6. Check for New Mexico Resident Preference Number.
 7. Check for New Mexico Contractor's License Number
 8. Check for New Mexico Public Works Registration Number
 9. Read the Bid Proposal(s)
17. PLANS, SPECIFICATIONS, AND OTHER PROPOSED CONTRACT DOCUMENTS: Copies are on file and may be viewed at:

Village of Corrales 4342 Corrales Road Corrales 87048

A set of such documents may be obtained from the Village of Corrales
upon receipt of \$50.00,
which will be refunded upon return of the documents in good condition within fifteen (15)
days after bid opening date.

18. INCORPORATION OF NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION: The New Mexico Standard Specifications for Public Works

Construction, latest Edition prepared by the New Mexico Chapter, American Public Works Association are incorporated by reference, the same as if written herein, for the construction of Village of Corrales, Fire Station Ground Storage Reservoir.

19. INCORPORATION OF STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT The Standard General Conditions of the Construction Contract prepared by the Engineers Joint Documents Committee, EJCDC C-700, are incorporated by reference, the same as if written herein, for the construction of VILLAGE OF CORRALES FIRE STATION GROUND STORAGE RESERVOIR.

20. AVAILABLE FUNDS AND POSSIBLE REVISIONS IN QUANTITIES: Bidders are hereby advised that a certain amount of funds are available for construction of this project. In this regard, in case the bid amount is in excess of funds available or is less than the funds available, revisions in the project will be made by making deletions or additions as applicable to provide a project within the available funds. The Contract Unit Prices of applicable items will be utilized in determining the amount of deletions or additions. The final decision of actual deletions or additions of street and drainage improvements will be made by the Village of Corrales.

21. STATE OF NEW MEXICO SUBCONTRACTORS FAIR PRACTICES ACT. This Public Works Project is subject to the provisions of the Subcontractors Fair Practices Act (Chapter 18, Laws of 1988).

General: This law requires that all work being performed by a subcontractor in the amount exceeding \$5,000.00 be performed under the provisions of the Subcontractors Fair Practices Act.

Listing Threshold Amount: The listing threshold on this project is Five-Thousand Dollars (\$5,000.00).

List of Subcontractors Required: The bidder shall define the categories of Subcontractors in the bid and shall list no more than one (1) Subcontractor for each category. This listing shall only apply to those Subcontractors whose work exceeds the threshold dollar amount given in subparagraph B above. This list shall be filled in on the sheet provided in Section SFPA-1, immediately after the Bid Proposal. This sheet must be filled in if Subcontractors whose work exceeds the threshold limit are to be used. The list shall include the name and business address of each Subcontractor under potential subcontract to the bidder, who will perform work or labor or render service, which exceeds the threshold amount. All Subcontractors whose estimated work exceeds the threshold shall be listed at the time the bid is submitted to the Owner. Failure to fill in this sheet may result in a non-responsive bid that will be rejected.

Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is held pursuant to the provisions of the Subcontractors Fair Practices Act

and a delay in the Work of the Project is caused as a result, the Contractor shall not be entitled to an increase in the contract amount or contract time.

Applicability of this Section: This section shall apply to all work to be performed on the project.

Any questions regarding this act should be referred to Legal Counsel.

22. Resident Bidders Preference: A ruling by the New Mexico Attorney General's Office states that the Resident Bidders Preference, set forth in Section 13-1-21, N.M.S.A., 1978, Comp., as amended 1981 (Public Purchases Act), must be applied to all bids awarded for work performed on all public works projects.

Any questions concerning the above New Mexico Statute should be referred to legal counsel.

It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference to apply to the New Mexico State Purchasing Director for certification, and to receive approval and a certification number, which must be included on the Bid Proposal prior to bid opening deadline date and time.

Requests for qualification for Resident Bidders Preference certification after bid submission deadline date and time will not be considered.

The form necessary to complete to qualify for a New Mexico Resident Preference number can be obtained as follows:

By contacting the State of New Mexico Purchasing Division as follows:
Telephone number – (505) 827-0472, or
Address – State Purchasing Division
Joseph Montoya Building
Room 2016
1100 St. Francis
Santa Fe, NM 87505

NOTICE TO CONTRACTORS

I. COMPREHENSIVE GENERAL LIABILITY (CONTRACTOR AS NAMED INSURED)

All parties are hereby advised that Public Liability Insurance shall be provided for a limit not less than Five-Hundred-Thousand Dollars (\$500,000.00) for each individual and One-Million Dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death and Five-Hundred-thousand Dollars (\$500,000.00) for each occurrence with an aggregate of One-Million Dollars (\$1,000,000.00) for the term of the policy with respect to property damage.

II. AUTOMOBILE LIABILITY

Automobile Liability Insurance coverage for the Contractor must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability Insurance shall provide not less than Five-Hundred-thousand Dollars (\$500,000.00) for each person and One-Million Dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death and One-Million Dollars (\$1,000,000.00) for each occurrence for Property Damage Liability.

III. OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY

The Contractor shall furnish the Owner standard form Owners' and Engineers' Protective Liability Insurance with limits of liability of Five-Hundred-Thousand Dollars (\$500,000.00) for each individual and One-Million dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death and Five-Hundred-thousand Dollars (\$500,000.00) for each occurrence with an aggregate of One-Million Dollars (\$1,000,000.00) for the term of the policy with respect to property damage, such policy naming the Owner and Engineer as a named insured.

IV. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall also carry Workmen's Compensation Insurance or otherwise fully comply with the Workmen's Compensation Laws of the State.

V. PROPERTY INSURANCE

Modify Paragraph 5.06 of the General Conditions to read that the Contractor shall provide Builders Risk Insurance which shall insure against loss due to fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal and all other causes listed in Paragraph 5.06.

VI. CERTIFICATES OF INSURANCE AND WORK ORDERS

The Contractor being awarded the Contract shall furnish evidence of Contractor's

Insurance coverage by a Certificate of Insurance, approved as to form by the Engineer, to be made a part of the contract and included with the Contract Documents prior to signing the contract. Such certificate shall require the insurance company to give the Owner 30 days' written notice of cancellation. Also, a Certificate of Insurance shall be furnished the Owner on renewal of a policy or policies as necessary during the term of the Contract.

The Contractor is hereby advised that a Notice to Proceed (Work Order) will not be issued until it has been verified that the above requirements have been met.

The requirement of co-signature by a resident agent will be waived if a satisfactory written statement is given that a non-resident agent has been authorized, under the laws of the State of New Mexico, to execute bonds and other insurance or surety agreements in New Mexico for work to be performed in New Mexico.

BID PROPOSAL

**VILLAGE OF CORRALES
ANGEL HILL GROUND STORAGE RESERVOIR**

_____, 2021

Village of Corrales
Corrales, New Mexico

Gentlemen:

The undersigned bidder, having carefully examined the site of the proposed work and having informed himself fully in regard to conditions to be met in the execution of the work, and having read and examined the information for Bidders, Bid Proposal, Contract, Bond Forms, Specifications, and Plans, all pertaining to this work and being fully advised as to the extent and character of the work, materials, and equipment required, and as to the method of payment for the work; proposes to furnish all materials, tools, power, transportation, equipment, and labor to perform all of the work and labor necessary for the satisfactory construction of ANGEL HILL GROUND STORAGE RESERVOIR, Village of Corrales, New Mexico, in full accord with the Plans, Specifications, and other Contract Documents for the following prices:

CORRALES ANGEL HILL FIRE TANK
DATE: May 2020
ENGINEER'S OPINION OF PROBABLE COST
A000107.00



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Construction Staking, compl.	LS	1	\$5,000	\$5,000
2	Construction Mobilization and Demobilization, compl.	LS	1	\$5,000	\$5,000
5	Preparation of SWPPP	LS	1	\$5,000	\$5,000
6	Site Clearing and Grubbing, compl.	LS	1.00	\$2,000	\$2,000
16	Grading	SY	1,000	\$6	\$6,000
10	Borrow fill	CY	100	\$15	\$1,500
7	Trench, Backfill, Compaction	LF	25	\$12	\$300
8	12" Waterline Pipe incl. miscellaneous fittings, incl. restrained joints, trench & compacted backfill to 6' depth, cip.	LF	20	\$45	\$900
13	12" Gate Valve & Valve Box, cip. SD 2333 & SD 2326	EA	1	\$2,000	\$2,000
14	Fire Hydrant, 4' bury, MJ, incl. blocking & aggregate, cip. SD 2340 including 6" gate valve	EA	1	\$5,500	\$5,500
11	500,000 gallon; 60-ft diameter x 24.5-ft water tank	EA	1	\$500,000	\$500,000
12	Concrete Splash Pad	SY	30	\$50	\$1,500

Subtotal	\$534,700.00
7.8125% Tax	\$41,773.44
Total	\$576,473.44
15% Contingency	\$86,471.02
Total	\$662,944.45

The undersigned bidder agrees to furnish the required bond and to enter into Contract for the Work within ten (10) days from the date of your acceptance of this proposal.

If this proposal is accepted and we should for any reason fail to furnish the required bond and sign the Contract within fourteen (14) days, the bid security which accompanies this proposal shall, at the option of the Village Council of the Village of Corrales, be forfeited to the Village of Corrales.

The undersigned acknowledges receipt of the following Addenda to the Drawings and/or Specifications (give number and date of each):

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA MUST BE INSERTED.

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

CONTRACTOR

BY

TITLE

DATE

New Mexico License No.

New Mexico Reference Preference No.

New Mexico Public Works Registration
No.

CONTRACT

THIS CONTRACT, made this _____ day of _____ 2021 C.E.

between the VILLAGE OF CORRALES, NEW MEXICO and _____

(State whether individual, partnership, corporation or joint venture;)

(if incorporation, give State of incorporation)

of _____
his or its successors and assigns, hereinafter call the Contractor.

WITNESSETH: That the Contractor, in consideration of the payment or payments herein specified and agreed to by the Village of Corrales, hereby covenants and agrees to furnish and deliver all the labor, materials and equipment, necessary to do and perform all the work required on the construction of ANGEL HILL GROUND STORAGE RESERVOIR at the unit prices bid by the said Contractor for the respective estimated quantities aggregating approximately the sum of _____ Dollars

(\$) _____ and such other items as are mentioned in original proposal, which proposal and prices named, together with the plans, specifications and supplemental specifications are made a part of the Contract and accepted as such.

The Contractor understands and agrees with the Village of Corrales that there has been incorporated herein by reference, the same as if fully rewritten herein, the "The New Mexico Standard Specifications for Public Works Construction" and "The Standard General Conditions of the Construction Contract prepared by the Engineers Joint Documents Committee, EJCDC C-700", as supplemented, modified and amended by Special Provisions and or Supplemental Specifications.

The Contractor shall perform the work above described for the amount stated above in strict accordance with the plans and specifications to the complete approval of and acceptance by the Village of Corrales and subject to inspection at all times and in accordance with the laws of the State of New Mexico and the Federal laws, rules and regulations pertaining thereto.

The work shall be completed on or before the expiration of 180 Calendar Days after written notice has been given by the Village of Corrales to begin work.

The Contractor agrees to receive the prices set forth in the proposal as compensation for furnishing all the materials, equipment, and labor, which may be required in the prosecution and completion of the work to be done under this Contract, as set forth in the proposal of Contractor being an estimated amount of _____ Dollars

The Performance Bond and Labor & Material Payment Bond given by the Contractor to secure the proper compliance with the terms and provisions of this Contract is hereto attached and made a part hereof.

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at _____ the day and year first above written.

(SEAL)

Village of Corrales

ATTEST:

By: _____

(Title) _____

Village Clerk

APPROVED AS TO FORM:

Village Attorney

(Contractor)

Fix Corporate Seal here, if any

ATTEST:

By: _____

(Title) _____

(INSERT CORPORATE ACKNOWLEDGMENT FORM)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(Here insert the name and address of legal title of the Contractor)

hereinafter called the Principal, as Principal, and the _____

(Here insert the legal title of the Surety)

a corporation duly organized and existing under and by virtue of the laws of the State of _____
_____ and as authorized to do business in the State of New Mexico, hereinafter called the Surety, are held
and firmly bound unto _____

hereinafter called the Owner, in the sum of _____
Dollars (\$ _____), for the payment of which sum will and truly be made, the said Principal and

the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation is such that whereas the Principal has submitted the accompanying Bid Proposal dated _____
_____ for _____

which Bid Proposal is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract document with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ day of _____ A.D., 2005.

In the presence of:

Principal

(seal)

Witness

Title

Witness

Surety

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert the name and address or legal title of Contractor)

as principal, hereinafter called Contractor, and _____

(Here insert the legal title of Surety)

a corporation organized and existing under and by virtue of the laws of the State of New Mexico and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto
Village of Corrales, 4324 Corrales Road, Corrales New Mexico 87048

(Here insert the name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of (100% of Contract Amount)
_____ Dollars(\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____ entered into a Contract with Owner described as follows: Ground Storage Reservoirs

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

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

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

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

1. Complete the Contract in accordance with its terms and conditions,
- or
2. Obtain a bid or bids for submission to the Owner for completing said Contract in accordance with its terms and conditions and, upon determination by the Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under said Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

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

Any suit under this bond must be instituted before the expiration of 1 year from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

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

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

SIGNED AND SEALED ON _____.

In the presence of:

(Contractor - Principal)

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent (Surety)

By: _____

Title: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Here insert the name and address or legal title of Contractor)

_____ as principal, hereinafter
called the Contractor, and _____

(Here insert the legal title of Surety)

a corporation organized and existing under and by virtue of the laws of the State of New Mexico and authorized to do business
in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto

VILLAGE OF CORRALES, 4324 Corrales Road, Corrales New Mexico 87048

(Here insert the name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of (100% of Contact Amount)

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

WHEREAS, Contractor has by written Agreement dated _____ entered into a Contract with Owner
described as follows: Ground Storage Reservoirs

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

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

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

SIGNED AND SEALED ON _____

In the presence of: _____

(Contractor - Principal)

By: _____

Title: _____

By: _____

(Surety)

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

(Insert Resident Agents Affidavit)

VILLAGE OF CORRALES
ANGEL HILL GROUND STORAGE RESERVOIR
SPECIAL PROJECT PROVISIONS

I N D E X

<u>Section</u>	<u>Title</u>	<u>Page</u>
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SP-14	Special Measurement and Payment Provisions	SPP-5-
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VILLAGE OF CORRALES
ANGEL HILL GROUND STORAGE RESERVOIR
SPECIAL PROJECT PROVISIONS

SP-1 FACILITIES

Water for use in the construction of this project will be the responsibility of the Contractor. All arrangements and all or any costs or charges involved in obtaining water for the project shall be the responsibility of the Contractor. No direct payment will be made for construction water provided by the Contractor.

SP-2 AWARD OF CONTRACT

Award of this Contract will be made to one (1) Contractor on the basis of the total bid for all bid items and for all work at all locations shown on the Plans and called for on the Bid Proposal.

SP-3 TIME OF COMPLETION

After award of the Contract, the Contractor will be required to execute and deliver to the Village the required bonds and proof of insurance within fourteen (14) calendar days of the notice of the award, and to commence the work to be done under this Contract within ten (10) calendar days after the date of receipt of the written Notice to Proceed; to prosecute the work with faithfulness and energy; and to complete the work within the calendar period as follows after the date of receipt of the written Notice to Proceed plus any extension or extensions of time duly granted under the provisions of the Contract documents, provided a written notice of delay and a request for such extension of time is given to the Engineer in accordance with the applicable General Provisions.

180 Calendar Days

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of One Thousand Dollars (\$1000.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

SP-4 APPLICABLE ORDINANCES

Work performed in this Contract shall conform to applicable Village Ordinances. Contractors are urged to read these ordinances carefully and to be familiar with their requirements before submitting a bid.

SP-5 **PAYMENT ITEMS**

The Contractor will be required to complete the work specified herein as shown on the Drawings in accordance with the Contract and at the Contract Price established for each of the payment items in the bid form of these Specifications. The quantities listed are estimates only.

Payment for any quantities of work exceeding the quantities identified in the Proposal will be made only under the terms of a properly executed Change Order. Such change order shall be approved prior to commencing work which exceeds the Proposal quantities. The total maximum compensation shall not exceed the Proposal total without authorization by properly executed Change Order.

The Contractor is advised that a certain amount of funds are available for construction of this project. In this regard, in case the bid amount is in excess of funds available or is less than the funds available, revisions in the project will be made by making deletions or additions as applicable to provide a project within the available funds. The Contract Unit Prices of applicable items will be utilized in determining the amount of deletions or additions. The final decision of actual deletions or additions of street and drainage improvements will be made by the Village of Corrales.

The Contractor will be required to complete the work specified in accordance with the Contract and at the Contract Price or Prices for it whether it involves quantities greater or less than the estimates. All work which is subsidiary and pertinent to a particular bid item and is not listed as a separate bid item will be completed as a part of the bid item to which it applies. In case of dispute as the bid item to which subsidiary or pertinent work applies, the Engineer's decision shall apply. No work shown on the plans or specified will be considered for extra compensation based on a claim that it is not within the scope of any of the bid items.

SP-6 **SURVEY MONUMENT PROTECTION**

The Contractor shall not move or disturb any monument or other survey markers until the Contractor has referenced them and has been given permission to move them. If a monument or other survey marker is damaged, destroyed or needs to be relocated, such work shall be performed by a licensed professional surveyor at the Contractor's expense. No payment shall be made for such work.

SP-7 **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor agrees to defend, indemnify and save harmless the Contracting Agency, its officers, agents and employees, and the Engineer from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of the performance of the work by the Contractor, his agents or employees

or any Subcontractor, his agents or employees. This indemnity provision shall equally apply to injuries to the Contractor's employees.

This agreement to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of:

- A. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the officers agents or employees of the indemnitee; or
- B. The giving of or the failure to give directions or instructions by the indemnitee, or the officers, agents or employees of the indemnitee, where such giving or failure to give directions or instruction is the primary cause of bodily injury to persons or damage to property.

Where "giving or failure to give" is mentioned above, insofar as the Engineer is concerned, it shall be construed as applicable to the contractual responsibilities for inspection between the Contracting Agency and the Engineer and shall not extend into the responsibilities and province of the Contractor, further defined in part as follows:

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. The Contractor shall be solely responsible for construction means, methods, techniques, sequences or procedures and for carrying out the work in accordance with the Contract Documents. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include superintendence or review of the adequacy of the Contractor's safety measures, in, or near the construction site. The Engineer shall not be responsible for the acts or omission of the Contractor, or any Subcontractor's agents or employees, or any other persons performing any of the work.

SP-8 SPECIAL TRAFFIC PROVISIONS

All construction signing and barricading for all roadway work, permissible detours, open excavations and other incidental work for the completion of this project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

Access to all developed properties shall be disrupted the minimum amount possible.

Dust control by watering and sprinkling shall be maintained.

SP-9 USE OF THE "NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION"

New Mexico Standard Specifications for Public Works Construction ^{latest}_{edition} prepared by New Mexico Chapter American Public Works Association, complete with all updates, shall govern construction of this project except as supplemented by the special Project Provisions and Supplemental Specifications

SP-10 CONSTRUCTION OBSERVATION

The Village of Corrales will provide construction observation of the project. The absence of a construction representative on the job site shall not relieve the Contractor of his responsibility to perform the work in accordance with the Contract Plans and Specifications.

SP-11 FIELD TESTING

All job-mix formulae, design mixes and the testing of materials of manufactured items to be incorporated into the work shall be at the Contractor's expense and at no cost to the Owner. Such testing, including job-mix formulae and design mixes, shall be performed by an approved testing laboratory under the supervision of a New Mexico Registered Professional Engineer. The Contractor shall submit to the Engineer, five (5) copies of all job-mix formulae and design mixes and obtain the Engineer's approval of such job-mix formulae and design mixes prior to incorporation of these materials into the work. All job-mix formulae and design mixes shall be at the expense of the Contractor and will not be included in the testing allowance bid item.

Compliance testing of all materials in the field including the establishment of density curves representative of the material to be used in embankments, subgrade and back filling operations, and periodic compliance tests after production begins in order to provide quality control shall be paid for by the Contractor based on invoices received from an approved testing laboratory. A testing allowance is included in the bid proposal to cover compliance field testing performed by an approved testing laboratory. Successful tests will be paid for only and copies of all billings of tests meeting specifications requirements from the laboratory shall be furnished to the Engineer. Do not include billings for unsuccessful tests.

The Owner will be credited with any unused portion of the testing allowance, with the Contractor being paid the actual portion supported by invoices. This allowance may not be over-run without prior written approval of the owner.

The expense of taking and transporting samples, transportation and telephone expense for receiving reports of testing will not be paid for in the testing allowance and will be considered

subsidiary to other items of construction and shall be paid by the Contractor. It shall also be the responsibility of the Contractor to deliver and transport samples to the laboratory.

The Engineer may supplement tests by the approved testing laboratory with his own tests for checking of compliance, in which case the Contractor shall furnish the laborer, if required for assistance.

In all cases the Engineer shall determine the number, type and location of tests.

SP-12 CONSTRUCTION STAKING

The Contractor will provide construction staking and surveying from base lines, grades and bench marks shown on the Plans.

The Contractor will provide surveying as required for all items of work including setting elevations of forms for concrete work, blue tops for street grading, and any other surveying as may be necessary to construct the facilities in accordance with the Drawings and these Specifications.

Any discrepancies in design or base lines and grades revealed in construction operations shall be brought to the Engineer's attention immediately for correction or clarification. If the Contractor elects to proceed with construction before such corrections or clarification are made, he shall do so at his own risk and expense pending approval by the Engineer.

Costs for construction staking shall be included in the bid items of which it is a part.

SP-13 GUARANTEE

The Contractor shall guarantee for one (1) year all material furnished and all work performed under this contract from the date of written acceptance of the work.

- A. The Performance Bond shall remain in full force and effect during the guarantee period.
- B. Correction of Faulty Work after Final Payment. The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty material or workmanship. The Contractor shall replace promptly any defects within the guarantee period.

SP-14 SPECIAL MEASUREMENT AND PAYMENT PROVISIONS

The following special measurement and payment provisions shall modify all sections of the Standard Specifications

Measurement and payment for the work performed under this Contract will be made under the applicable Contract Units and Unit Prices in the Bid Proposal to which the work pertains. Such Contract Units appearing in the Bid Proposal shall govern over the measurement and payment units stated in the individual sections of the Specifications and such applicable unit price payment

shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete items of work in accordance with the Drawings and Specifications. All incidental work essential to complete the project in a workman-like manner shall be accomplished by the Contractor without additional cost to the Owner.

SP-15 "PROMPT PAYMENT ACT"

The "Prompt Payment Act" (57-28-1 NMSA 1978) will apply to this project.

SP-16 WAGE RATE DECISION

The minimum wages to be paid to the various classes of mechanics and laborers engaged by the Contractor and Subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Office of the State Labor and Industrial Commission as provided by Section 13-4-11, N.M.S.A. 1978 and in full force and effect, without exception, on the date of the Contract and during the lifetime of this Contract.

The Contractor and each of his Subcontractors shall pay each of his employees working under his Contract in full, in cash, not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements, or undue inconvenience to the payee.

The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted under the usual practice prevailing between Trade Unions and Employers Association of the respective trades or occupations.

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

A copy of the New Mexico State Office of the Labor Commissioner Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the Contractor's employees

at all times on the job.

One copy of each certified weekly payroll by the Contractor and each Subcontractor shall be forwarded to the New Mexico State Labor and Industries Division, 1596 Pacheco St., Aspen Plaza Building, Santa Fe, New Mexico 87501, for the work done in the month of June and within ten days when requested at any other time by the Public Works Bureau. Provided, however, one copy of each certified weekly payroll by the Contractor and each Subcontractor shall be forwarded to the Village of Corrales, NM. These payrolls shall be furnished no later than five working days after each payroll period. Such payrolls shall depict the decision number for this project and the County in which the work is being performed.

The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin

Responsibilities of Contracting Agencies and/or their Agents as stated in the "PUBLIC WORKS MINIMUM WAGE ACT POLICY MANUAL"

*The **contracting agency or its agent** is responsible for filling out the Notification of Award, and Subcontractor List (including updates to the Subcontractor List) and sending it to the Public Works Bureau.*

11.1.2.10.B (3) The contracting agency or its agent; i.e., architect or engineer, shall upon award of the project, or if the project is canceled, promptly fill out and return to the office of the director of the labor and industrial division the notification of award and list of subcontractors forms. Any changes or additions of subcontractors shall also be promptly mailed to the director by the contracting agency or its agent; i.e., architect or engineer.

*The **contracting agency** is responsible for including in the advertised specifications and contract between the agency and the contractor, a provision requiring the contractor and all tiers of subcontractors to submit certified weekly payrolls records to the contracting agency biweekly, and to the Public Works Director if requested.*

11.1.2.10.C (2) In order to ensure compliance by the contractor and his subcontract to all tiers of subcontractors with the wage decisions, contracting agencies subject to the New Mexico Public Works Minimum Wage Act shall include in the advertised specifications and the contract between the agency and the contractor for all work subject to the terms of the Public Works Minimum Wage Act a provision requiring the contractor and all tiers of subcontractors to submit certified weekly payroll records to: (1) the contracting agency (biweekly), and (2) the director, when requested by the director or an interested party such as contractors, contracting agencies, labor organizations and contractor associations (the director may require disclosure of any information necessary to ensure compliance by all contractors at all tiers with the requirements of the New Mexico Public Works Minimum Wage Act).

*The **contracting agency** is responsible for insuring that it has received a Statement of Intent to Pay Prevailing Wages before any payment is made to a contractor. The contracting agency is responsible for insuring that it has received an Affidavit of Wages Paid from a contractor before final payment is made to a contractor, and before bond monies and retainage are released to the contractor. The **contracting agency** and prime contractor must retain all certified payroll records for at least four years after the completion of the project.*

11.1.2.10.C (2) (e) Contractors and all contracting tiers on the project must file a statement of intent to pay prevailing wages (intent), and an affidavit of wages paid (affidavit). The intent form must be filed with the contracting agency within three (3) business days of the award of each respective contract. Payments will not be made to a non-compliant contractor until an intent form is filed.

11.1.2.10.C (2) (f) The affidavit form must be filed prior to the final payment to a contractor. Bond monies and retainage will be released only to contractors who have filed affidavits pursuant to the provisions of these regulations. Any contractor or subcontractor who files a false statement or refuses to file any statement or record required to be filed under these regulations, shall be considered as non-compliant and shall be subject to debarment proceedings. The contracting agency and the prime contractor shall keep all certified payroll records for a period of time not less than four (4) years after the completion of the contract.

The contracting agency or its agent is responsible for informing the Public Works Bureau of any change orders to the original contract of a Public Works project which is subject to the Minimum Wage Act, which will exceed \$1,000,000 or when the total cumulative value of the change orders on a project is greater than 50% of the original contract.

CERTIFICATE OF PAYMENT OF CLAIMS

VILLAGE OF CORRALES:

For the purpose of obtaining final payment of funds due me for the satisfactory completion of _____ in conformity with the contract documents, including the plans and specifications of authorized modifications thereof, I hereby certify as follows:

1. That all lawful claims for labor performed and material, supplies and services furnished by me or any sub-contractor for the said work, have been fully paid on satisfied, with the exception of the following claims:

2. That the Minority Business Participation goals (if any) for the contract have been met or exceeded with the exception as follows:

It is requested that final payment of funds due me under the contract be made.

Contractor

By: _____

Subscribed and sworn to before me this _____ day of _____, 2008

Notary Public

My Commission expires:

**VILLAGE OF CORRALES
FIRE STATION
ANGEL HILL GROUND STORAGE RESERVOIR
SUPPLEMENTAL TECHNICAL SPECIFICATIONS**

New Mexico Standard Specifications for Public Works Construction , 2006 Edition prepared by
New Mexico Chapter American Public Works shall govern construction of this project except as
supplemented by the special Project Provisions and Supplemental Technical Specifications.

The following SUPPLEMENTAL TECHNICAL SPECIFICATIONS shall supplement the above
provisions.

<u>SECTION</u>	<u>PAGE NO.</u>
02610-Pipe and Fittings	02610 -- 1
03300-Cast-in Place Concrete	03300 - 1
09910-Special Coatings	09910 - 1 to 4
13200-Ground Storage Reservoir	13200 -- 1 to 4

SECTION 02610
PIPE AND FITTINGS

PART 1 - GENERAL

1.01 SCOPE OF WORK

The work to be performed under this section of the specifications includes all pipe, fittings and valves for waterlines

1.02 RELATED WORK SPECIFIED ELSEWHERE

Except as modified by these specifications all pipe, fittings, valves and installation shall comply with the New Mexico Standard Specifications for Public Works Construction 2006 Edition including all updates, as published by the New Mexico Chapter American Public Works Association hereafter referred to as APWA.

PART 2 - PRODUCTS

2.01 PVC Water Line Pipe, 4-inch and Larger
AWWA C 900 complying with APWA Section 121

2.02 PVC Water Line Pipe, 3-inch and Smaller
ASTM D 2665, Schedule 80, threaded joint.

2.03 Steel Pipe, APWA Section 127, AWWA C-200, ASTM A-53. Coatings, AWWA C-203/222

2.04 Fire Hydrant, APWA Section 801.3.7

2.05 Butterfly valve comply with APWA Section 801.3.4

2.06 FITTINGS

Ductile Iron complying with APWA Section 130. Buried fittings to be M.J., restrained joint. Above ground fittings shall be flanged.

2.07 VALVES & HYDRANTS

Remaining comply with Comply with APWA Section 801 except as follows:

A. Gate Valves

AWWA C 509, Resilient Disk, NRS w/ 2" operating nut.

B. Combination Solenoid Valve/Backpressure Sustaining Valve

Pilot operated, globe body, energized to open, controlled by B/W controller, maintain 40 psi backpressure, opening and closing speed controls, blowoff, strainer, Claval or equal.

- C. Reduced Pressure Backflow Preventer
UL Approved complying with AWWA C 511, cold water, threaded end,
mount in Hot Box complying with details shown on plans.
- D. Water Meter
Compound type, AWWA C 702 (50-150 gpm capacity)

PART 3 EXECUTION

Install all pipe & valves in accordance with APWA section 801 except disinfection is not Required on non-potable lines. Provide conduits , controls and wire. Electric service and meter will be provided by the Owner.

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - General

1.1 Reference Specifications

Reinforced Concrete Structures Shall Comply with New Mexico Standard Specifications for Public Works Construction 2006 Edition including all updates, as published by the New Mexico Chapter American Public Works Association hereafter referred to as APWA, Section 510, Concrete Structures; Section 101, Portland Cement Concrete and Section 102, Steel Reinforcement.

1.2 Design Strength

4000 p.s.i., 28-day compressive strength.

SECTION 09910

SPECIAL COATINGS

PART 1- GENERAL

1.1 WORK INCLUDED

- a. This specification covers preparation of surfaces, performance, and completion of painting of all exterior and interior surfaces as required by the drawings or as specified herein.
- b. All testing.

1.2 REFERENCES AND RELATED SPECIFICATIONS

- a. Steel Structures Painting Council, "Steel Structures Painting Manual Vol. 2: SSPC Specifications.
- b. American Standard Scheme for the Identification of Piping Systems, Standard A13-1.
- c. National Sanitation Foundation: NSF Specifications.
- h. AWWA — D102: Coating Steel Reservoirs

1.3 CONTRACTOR

- a. The contractor shall have at least five years practical experience and successful history of applying the specified products to surfaces of steel water tanks. Upon request, the contractor shall substantiate this requirement by furnishing a list of references and job completions.

Technical Specifications

1.4. QUALITY ASSURANCE

- b. Materials shall be those of a single manufacturer.

1.5 SUBMITTALS

- a. Product Data: Submit manufacturer's product data sheets fully describing each product, including any application instructions.
- b. Schedule of products to be used and mill thickness' to be applied in accordance with manufacturers recommendations.
- c. Manufacturers standard color selection chart.
- d. Material Safety Data Sheets (MSDS).
- e. NSF Certification: Submit certification showing NSF Standard 61 approval for potable water contact.

1.6 PRODUCT DELIVERY, STORAGE, HANDLING

- a. Deliver materials in factory-sealed containers with manufacturer's labels intact and legible.
- b. Store materials in protected area at temperature between 20 F and 110 F.

1.7 JOB-SITE CONDITIONS

- a. Coatings shall be applied during good painting weather. Air and surface temperatures shall be within limits prescribed by the manufacturer for the coating being applied, and work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.
- b. Protect all surfaces not to be coated.

PART 2 - MATERIALS

2.1 ACCEPTABLE MANUFACTURERS

- a. Tnemec
- b. Equivalent materials manufactured by other industrial coating manufacturers may be submitted for approval by the Engineer and Owner. Requests for product approval shall include a list of 10 projects where each product has been used and has provided satisfactory service for at least seven years. No request for approval shall be considered that would decrease film thickness or number of coats or that would offer a change in the generic type of coating specified. In additions, no request for approval shall be considered which does not include certified test reports showing equivalency to the performance criteria of the specified coatings. Any product submitted for approval as an interior tank coating must have current National Sanitation Foundation (NSF) Standard 61 approval for contact with potable water.
- c. Colors where not specified, shall be selected by the Engineer.

2.2 PAINT SYSTEMS

- a. Exterior Paint System:
 - 1) Two-coat epoxy prime, pigmented polyurethane enamel finish consisting of a V.O.C. compliant, lead and chromate free, epoxy-polyamide prime coat followed by one coat of a semi-gloss, V.O.C. compliant polyurethane enamel.
 - 2) Materials: The prime coat shall be an epoxy-polyamide primer equivalent to Tnemec Series 20-1 255 Pota-Pox, "or approved equal".
 - 3) Finish Coat: Semi-gloss, polyurethane enamel equivalent to Tnemec Series 73 Endura-shield, "or approved equal".
 - 4) Surface Preparation: SSPC-SP6-89 "Commercial Blast Cleaning".
 - 5) Coating Thickness: Coating to be uniform in appearance and sheen.
 - a) Primer: 4.0 mils minimum.
 - b) Finish: 2.0 mils minimum.

C) Total System: 6.0 mils minimum

6) Color: Selected by Owner from paint system manufacturer's standard colors.

b. Interior Paint System

1) Applied to ALL surfaces in direct contact with potable water, including reservoir ceiling and appurtenances.

2) Two-coat epoxy polyamide system, consisting of an epoxy polyamide prime coat and an epoxy polyamide finish coat.

3) Materials: Must be certified suitable for direct contact with potable water, evaluated for long-term fresh water resistance and demonstrated satisfactory service in fresh water for at least 48 months exposure.

a) The materials shall consist of a prime coat of an epoxy polyamide equivalent to Tnemec Series 20-1255 Pota-Pox, "or approved equal". The finish coat shall be an epoxy polyamide equivalent to Tnemec Series 20-WHO2 Pota-Pox "or approved equal".

4) Surface Preparation: SSPC-SP10-89 "Near-White Blast Clearing"

5) Coating thickness: Coating to be uniform in appearance.

a) Primer: 4.0-6.0 mils.

b) Finish: 4.0-6.0 mils.

c) Total: 8.0-12.0 mils.

PART 3 – EXECUTION

3.1 GENERAL

a. All surface preparation and coating shall conform to applicable standards of the Steel Structures Painting Council and the coating manufacturer's printed instructions.

b. All work shall be performed by skilled applicators thoroughly trained in necessary crafts and completely familiar with specific requirements and methods as specified herein.

3.2 SURFACE PREPARATION

a. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council (SSPC) shall form a part of this specification.

1) Commercial Blast Cleaning (SSPC-SP6-89): A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust paint, oxides, corrosion products and other foreign matter, except for staining as follows:

Staining shall be limited to no more than 33% of each square inch of surface area and may consist of light shadows, slight streaks, or minor discolorations caused by strains of rust, stains of mill scale, or stains of previously applied paint. Slight residues of rust and paint may also be left in the bottoms of pits if the original surface is pitted.

2) Near White Blast Cleaning (SSPC-SP10-89): A Near white Blast Cleaning surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining as follows:

Staining shall be limited to no more than 5% of each square inch of surface area and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied paint.

b. Slag and weld metal accumulation and spatters not removed by the Fabricator, Erector or Installer, shall be removed by chipping and grinding. All sharp edges shall be peened smooth.

c. Blast Cleaning for all surface shall be by dry method unless otherwise directed.

d. Particle size of abrasives used in blast cleaning shall be that which will produce a sufficient surface profile that is in accordance with manufacturer's recommendations.

e. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of the coating. Abrasive shall not be re-used unless approved by the Engineer.

3.3 APPLICATION

a. Materials shall be mixed, thinned and applied in accordance with the manufacturer's printed instructions.

b. Utilizing a spray/brush method, work the prime coat of epoxy into and around all interior weld seams and difficult to coat areas, such as nuts and bolts.

c. Coating materials shall be applied immediately after surface preparation, before any rust bloom recurs.

d. When plates have been shop primed and the shop primer has been damaged by either burning, scraping, dirt accumulation or otherwise damaged, the damaged areas shall be prepared by the appropriate method of specified surface preparation and primed with the same shop primer, applied at the specified film thickness.

e. Allow a minimum of seven days curing (75 F) after application of final coat to tank interior, before flushing, sterilizing or filling with water.

3.4 INSPECTION

a. Dry film thickness shall be measured by a non-destructive magnetic type thickness gage. Measurement procedures shall be as outlined in the SSPC Steel Structures Painting Manual Volume 2, Systems and Specifications. Any deficiencies in required film thickness shall be corrected by the contractor per the recommendations of the coating manufacturer. The thickness gage shall be accurately calibrated using U.S. Department of Commerce, National Bureau of Standards Certified Calibration Plates.

b. The coating on all interior surfaces subject to immersion service shall be tested for holidays or pinhole using a low voltage holiday detector such as a Tinker Razor M-1. Care shall be taken to ensure that the proper voltage is used for the applied film thickness of the coating. The voltage used shall be as recommended by the coatings manufacturer. All holidays or pinholes shall be repaired by the contractor following procedures recommended by the coatings manufacturer. All tests shall be performed by a NACE certified inspector.

SECTION 13200
ANGEL HILL GROUND STORAGE RESERVOIR

PART 1 - GENERAL

1.1 SCOPE

The work covered by this section of the specifications consists of furnishing all labor, equipment and materials in performing all operations in connection with the manufacture, delivery and erection of two factory epoxy coated welded construction steel water storage tank or approved equal to the height and capacity specified, complete with foundation design and construction, and appurtenances, subject to the terms and conditions of the contract, and in strict accordance with this section of the specifications, AWWA D100, and the applicable drawings. Note that bids are being received for alternate tank sizes.

1.2 GENERAL

The Engineer's selection of shop welded, carbon steel tank construction for this facility has been predicated upon the design criteria and construction methods specified. Deviations from the specified design and construction details will not be permitted.

1.3 GEOTECHNICAL INVESTIGATION

See Appendix "A" of these Specifications.

1.4. FOUNDATION

The tank foundation shall be designed by the tank manufacturer based upon the recommendations of the Geotechnical Investigation to safely sustain the structure and its live loads. The tank foundation design shall be stamped by the tank manufacturer's New Mexico Registered Engineer.

1.5 DRAWINGS AND SPECIFICATIONS

Construction shall be governed by the Owner's drawings and specifications showing general dimensions and construction details. After approval by the Engineer of detailed erection drawings prepared by the Bidder, there shall be no deviation from these drawings and specifications except upon written order or approval from the Engineer. The drawings shall be stamped by the tank manufacturer's New Mexico Registered Engineer.

After receipt of order, the Bidder is required to furnish, for the approval of the Engineer, complete specifications and construction drawings for all work shown on the bidding drawings. When approved, one set of such prints will be returned to the Bidder marked "Approved", and these drawings will then govern the work detailed thereon. The approval by the Engineer of the Contractor's drawings shall be an

approval relating only to their general conformity with the bidding drawings and specifications and shall not guarantee detail dimensions and quantities.

1.6 QUALIFICATION OF SUPPLIER

The Bidder or his designated subcontractor shall be a specialist in the design and fabrication of shop welded, factory coated, carbon steel tanks.

1.7 DESIGN CRITERIA

Technical Specifications

The carbon steel tanks shall have the dimensions shown in the project drawings.

A. Design Loads

1. Specific Gravity: 1.00
2. Wind Velocity: 100mph per AWWA D100 (latest edition)
3. Roof Live Load: 25 psf
4. Seismic Zone: 2B per AWWA D100 (latest edition)
5. When designing a tank in a seismic zone, the load producing the higher stresses comparing wind and seismic will control the dynamic portion of design.

B. Vendor to quote on the nearest standard size welded tanks of manufacture.

C. Combined live and dead roof load shall be uniformly distributed with all nozzle and manhole locations designed for a minimum of 200 lbs. each. Live and dead loads to be a combined minimum of 25 psf. Roof to have 10 degree (2.116 to 12) slope for water drainage. Roof is not designed as a working platform. Roof is to be a minimum of 10 gauge (.1345").

D. Tank shell allowable compressive stress is to be based on AWWA D-100, latest edition. For materials of construction other than carbon steel, the allowable compressive stress will be calculated using the critical buckling formula from the book Structural Analysis of Shells by Baker, Kovalevsky & Rish, page 230, using a safety factor of 2.0.

F. Tank design shall be based on hydraulic loads from a liquid of specified gravity of 1.0.

G. Joint allowable tensile stress shall be $0.4 F_y$ with no radiograph testing, where F_y is the yield strength of the material under consideration.

H. The tank operating pressure shall be 4.5 oz. per square inch positive and 0.5 oz. per square inch negative.

Owner solicits recommendations that may improve the price, delivery, or performance of tanks. As an alternative, Vendor is invited to quote changes in physical dimensions, modifications to the design, fabrication, or stock of Vendor's standard equipment that would reduce the initial cost of the equipment as specified without changing the design premise. Alternate quotations shall be listed as such in the proposal specifying the alternate and the price and deliver for the alternate.

PART 2 – MATERIALS

2.1 MATERIAL SPECIFICATIONS

A. Water Storage Tank Structure

The materials of the welded steel tank shall conform to the following:

1. Materials

a. Carbon Steel

1) Sheet Carbon steel sheets shall conform to, or be at least equal to, hot-rolled quality per ASTM A570 Grade 40 with minimum yield strength of 40,000 psi. Minimum thickness shall be 10 gauge (.1345").

2) Plate Carbon steel plates shall conform to, or at least be equal to, the requirements of ASTM A36 with minimum yield strength of 36,000 psi.

3) Structural Shapes Carbon steel structural shapes shall conform to ASTM A36.

b. Other Materials

1) Aluminum. 5052-H32, 6061-T6 typical grades (limited size).

2) Stainless Steel. 304, 316, 316L, 317 typical grades.

c. Coating

All carbon steel plates, supports, members and miscellaneous parts, except bolts, shall be coated in accordance with the provisions of Section 09910 of these specifications. Grind all welds smooth prior to coating.

d. Appurtenances

The Bidder shall furnish and install the appurtenances as shown on the Engineer's drawings or an As Approved equal. Bolts shall be stainless steel.

1. Unless otherwise noted, standard appurtenances shown on drawings shall be as follows:

a. Hatch; The tank roof hatch shall have a curbed, upward opening 24" square manway. The curb shall extend at least 4 inches above the tank. The hatch cover lip shall be hinged and provisions made for locking. The hatch cover lip should extend for a distance of 2 inches down on the outside of the curb.

b. Inlet and Outlet Connections inlet, outlet, and overflow connections shall conform to sizes and locations specified on plan sheets.

c. Vent. A mushroom, screened (24 mesh) vent shall be furnished above maximum water level of sufficient size to accommodate normal inlet and outlet water flow (flow specified in plan sheets). The overflow pipe shall not be considered to a tank vent. The vent shall be so designed and constructed as to prevent the entrance of birds or animals.

d. Outside Tank Ladder -An outside OSHA approved ladder shall be furnished at the designated location. It shall include a cage with a lockable access gate at the bottom.

e. Water Level Indicator -A water level indicator shall be furnished including target, cable, floats, channel, guides, etc., as required for complete assembly.

f. Manways -Two manways shall be provided as shown on tank plan drawings. A minimum of one of the manways shall have an I.D. of 30" or larger. The second manway shall be at least 24" I.D.

g. Fill Pipe-Furnish a 6" schedule 40-fill pipe with a lever operated butterfly valve complying with AWWA C-504 as shown on the plans. Valve shall be furnished with an extended shaft mounted vertically such that lever operator shall be mounted 5-feet above finished grade. Shaft shall be restrained by two guide bushings mounted in brackets and welded to the side of the tank.

h. Flanged outlet-Furnish a 4-inch flanged roof outlet extending 4-inches above the roof, mounted within 18-inches of the access ladder for mounting of level probes. For the Loma Larga Tank level probes will be furnished and installed by the well drilling contractor. Tank contractor shall provide the required probe lengths to the well contractor. Tank contractor shall provide the level probes at the Fire Station tank. Provide B/W type 6012-IFR Shallow tank assembly with 115V, 90-watt, immersion heater and 36-inch of 3-inch galvanized pipe nipple for 4-inch flange mounting. Heater shall be designed for operation in air. Provide rod electrodes and control relays to close solenoid when tank is full and close solenoid when the drawdown exceeds 3-inches.

i. Conduit- Furnish a 1-inch rigid steel conduit adjacent to the access ladder for power and control wire to the level probes. Extend from 6-inches below finished grade to above the roof. Well contractor will extend flexible conduit to the probe holder for the Loma Larga Tank. Tank contractor shall extend conduit to the level controller for the solenoid valve at the Fire Station tank. 120 volt electrical service to the level controller and power wiring to the valve and heaters will be provided by the Owner.

2.2 Shipping

a. All tanks, structures, and miscellaneous parts shall be packaged for shipment in such a manner as to prevent abrasion or scratching.

b. Final location of water storage tank shall be verified onsite by Owner.

PART 3 – EXECUTION

3.1 DISINFECTION

a. The interior of the structure and inlet pipe shall be thoroughly washed and disinfected in accordance with the requirements of AWWA C652 (latest edition), Chlorination Method 2. Collect samples for bacteriological analysis. Should the results of the bacteriological analysis be unsatisfactory, the reservoir shall be drained

and the disinfection procedure repeated by the contractor prior to placing tank in service.

b. The contractor must ensure suitable worker protection devices are used and in accordance with applicable OSHA requirements for Confined Space.

c. The contractor will be allowed to use the water from the new well for the tank disinfection process and for any re-test.

3.2 CLEAN-UP

Remove and dispose of in a legal manner, all rubbish, paint cans, rags or other unsightly materials leaving the premises in pre-project condition.

3.3 WARRANTY

a. The contractor shall warrant his work for the period of one year to the extent that he shall repair at his expense any defects due to faulty workmanship or material which may appear on or in the structure during this period.

b. A first anniversary inspection shall be conducted in accordance with Section 9 of AWWA D-102. Guaranty shall include a rust-free condition of the structure for the same period. In the event of failure of any part or parts during the guaranty period due to the above causes, the affected part or parts shall be replaced promptly, upon notice by the Owner, with new parts, at the site of installation, by and at the expense of the Contractor. The labor incidental to installing replacement or repair portions shall be furnished by the Contractor.

APPENDIX “A”

GEO TECHNICAL REPORT

WATER STORAGE TANK

Corrales, New Mexico

February 12, 2020

Prepared For:

WH PACIFIC

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N|V|5

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PROJECT NUMBER: 444320-6030000.00

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1.0 INTRODUCTION

This report presents the results of our geotechnical investigation for the Water Storage Tank Project located in the Corrales, New Mexico.

The investigation was performed to determine site subsurface conditions and, based upon the conditions observed in the test holes, to develop geotechnical recommendations for:

- Shallow Foundation Design;
- Foundation Bearing Pressures;
- Slabs on Grade;
- Site Grading;
- Lateral Earth Pressures; and
- Drainage.

The conclusions and recommendations presented are based on information provided to us regarding the proposed development, on subsurface conditions disclosed by the test holes, on laboratory testing, and upon the local standards of our profession at the time this report was prepared.

This investigation was not performed to determine the presence of potentially hazardous waste or radon gas. Determination of the presence of potentially hazardous materials was beyond the scope of this investigation and requires the use of exploration techniques and analytic testing which were not appropriate for this investigation. If desired, NV5, Inc. will perform an environmental audit of the site.

2.0 PROPOSED CONSTRUCTION

It is proposed to construct a 60-foot diameter steel tank with a 26-foot height. The proposed tank site is near the west end of Angel Road and accessible through Quiet Lane near an existing 165-foot antenna.

3.0 SITE CONDITIONS

The proposed project site is located near the west end of Angel Road, near an existing 165-foot antenna, west and north of Quiet Lane. Near surface conditions at the project site are characterized by vegetation consisting primarily of scattered small shrubs and weeds. Topographical data indicates that approximately 4 feet of relief occurs within the proposed water storage tank footprint. Beyond the proposed water storage tank location, the ground slopes downward to the northwest and north with as much as 45 feet of fall towards the entrance gate off of Angel Road. Configuration of the site is indicated on the Site Plan, Figure 1.

4.0 SITE SUBSURFACE CONDITIONS

To explore the site subsurface conditions, three (3) test holes were drilled at the approximate locations shown on the Site Plan, Figure 1. The soils encountered at this site generally consist of well-graded sand (SW-SM) with silt, silty sand (SM), clayey sand (SC) and sandy lean clay (CL).

The various sand strata were generally described as dry to slightly moist and very loose to very dense. The sandy lean clay was described as moist to dry and firm. Soil conditions were generally denser/more firm with increasing depth.

Neither flowing groundwater nor bedrock was encountered in the test holes at a depth of approximately forty-one and a half (41.5) feet, the maximum depth of exploration. Groundwater conditions may change with time due to precipitation, variations in groundwater level, seepage from ponding areas, or leaking utilities.

The test holes allow observation of a small portion of the soils below the site. Significant variations in subsurface conditions may occur across the site, which were not disclosed by the test holes.

5.0 LABORATORY TESTING

A laboratory testing program was performed on samples obtained during the field investigation, which appeared representative of the soils encountered in the test holes. The laboratory testing program was structured to determine the general physical properties of the soils encountered in the test holes necessary for development of geotechnical recommendations.

The laboratory testing program included:

- Moisture Content;
- Dry Density;
- Sieve Analysis;
- Atterberg Limits; and
- Consolidation/Collapse Tests.

Moisture Content and Dry Density tests were performed to evaluate the in-place soil density and moisture content. Test results also help to evaluate settlement potential. Test results from representative soil samples obtained from the test holes exhibited dry density values ranging from 82 pounds per cubic foot to 118 pounds per cubic foot with an average dry density of 104 pounds per cubic foot. Natural moisture content ranged from 1.5 percent to 17.6 percent with an average of approximately 3.9 percent. Test results are presented on the Logs of Test Holes, Figures 2 through 4, and are summarized on Table 1.

Sieve Analysis and Atterberg Limits tests were performed to confirm field soil classifications and to provide information on general physical soil properties. Test results are presented and summarized on Table 1.

Consolidation/collapse tests were performed to evaluate structure settlement and to determine the effect of water on site soils. The results indicate that the tested soils exhibited slight to moderate compressibility under anticipated loads. Moderate to appreciable additional settlement (collapse) occurred upon inundation of the tested soils with water. Test results are presented on Figures 6 through 9.

6.0 FOUNDATIONS

If the recommendations presented in this report are implemented particularly those regarding site grading and drainage, the proposed structure may be supported on reinforced concrete ring wall footings. Footings should bear on a minimum thickness of five (5.0) feet of structural fill. Structural fill should extend a minimum of five feet laterally beyond the edge of all footings. A four-inch layer of oil-treated sand should be provided below the tank base. Weep holes through the ring wall footings should be provided at frequent spacings or as recommended by the tank manufacturer. Footings may be designed for an allowable bearing pressure of 2,000 pounds per square foot. This value may be increased by one-third for short-term loads due to wind and earthquakes. If it is not feasible to implement the site grading, drainage, and landscaping recommendations presented herein, an alternate foundation system may be required. This office should be contacted for additional recommendations.

The base of ring wall footings should be embedded a minimum of twenty-four inches below lowest adjacent grade. The base of interior footings, if any, should be embedded a minimum of twelve inches below finish pad grade. Ring wall footings should be a minimum of eighteen inches wide. However, local building codes may require greater dimensions.

Lateral foundation loads will be resisted by a combination of passive soil pressure against the sides of footings and friction along the base. A passive soil resistance of 300 pounds per cubic foot may be utilized for design. Frictional resistance may be determined by multiplying foundation dead load by a coefficient of friction of 0.40.

Prior to fill placement and following footing excavation, the natural soils should be scarified to a depth of eight inches, moistened to not less than 1.0 % and not greater than 3.0 % of optimum moisture content and compacted to a minimum of 95% of maximum dry density as determined by ASTM D-1557. All fill below the structure should be placed and compacted as detailed in the attached Appendix. Prior to placing concrete for footings, excavations should be cleaned of any slough, loose soil, or debris. Footing excavations should be compacted as specified in the attached Appendix.

Foundations designed and constructed as described herein are not anticipated to settle more than one inch. Differential settlement along the periphery of a ring wall foundation should not exceed one-half of the above value. Foundations should be designed and constructed to tolerate the above settlement. Foundations should be designed by a qualified structural engineer.

The silty sands will collapse if allowed to increase in moisture content. With appropriate landscape irrigation, site grading and drainage as detailed in this report the moisture content of the soils within five to ten feet of the ground surface may increase. The recommendations presented in this report for site preparation are the minimum we consider prudent to address this degree of moisture penetration. In the event moisture penetration to depths greater than ten feet occurs, movement slightly to moderately greater than quoted above will occur.

Based upon the results of this investigation, an International Building Code Site Classification of “D” may be utilized for design. Based on the SEAOC and OSHPD Seismic Design Map Tool and using the coordinates for test hole B-1, the 0.2 second and 1.0 second spectral coordinates at this site are $S_s = 0.471g$ and $S_1 = 0.142g$, respectively, for Site Class D. Results also indicate $F_a = 1.423$ and $F_v = 2.232$.

7.0 SLAB-ON-GRADE

Concrete slabs-on-grade may be utilized, unless the proposed water storage tank is to incorporate a metal base. Slabs, or metal base, should bear on a minimum of five (5.0) feet of structural fill. Minimum floor slabs thickness, overall slab reinforcement, and sawed joints or control joints should be determined by a qualified structural engineer.

For structural design of the floor slab, a modulus of subgrade reaction of 400 pounds per cubic foot may be utilized. This value is for a 1' x 1' square or a 1' wide strip. The above value may be modified for various effective widths based upon the following equation:

$$K_s = 400 \left[\frac{B + 1}{2B} \right]^2$$

K_s = Modulus of subgrade reaction
(pounds per cubic foot)

B = Effective width of loaded area
(feet)

Slabs, or metal base, should bear on a minimum of five (5.0) feet of structural fill. Prior to placing slabs or structural fill, the natural soils should be stripped of vegetation, scarified to a depth of eight inches, moistened to not less than 1.0% and not greater than 3.0% of optimum moisture content and compacted to a minimum of 95% of maximum dry density as determined by ASTM D-1557. All fill below slabs, or metal base, should be placed and compacted as detailed in the Appendix.

8.0 EARTHWORK

8.1 GENERAL

The settlement estimates presented in this report are based upon the assumption that site earthwork will be performed as recommended in this report. Presented below is a summary of the site earthwork recommendations. Detailed earthwork procedures are presented in the Appendix.

Prior to commencing earthwork, the Contractor should obtain appropriate Proctor tests. Field density testing and evaluation of the suitability of the proposed materials performed prior to completion of the Proctor is “Preliminary” and may change based upon the results of the Proctor testing.

8.2 CLEARING AND GRUBBING

Prior to placing non-expansive fill, all borrow and fill areas should be stripped of vegetation and deleterious materials. All strippings should be hauled off-site or utilized in landscaped areas.

All existing utilities and disturbed soil should be removed from below the proposed amenities. The resulting excavations should be backfilled with compacted fill as specified in the Appendix.

8.3 EXCAVATION

We anticipate that on-site soils can be excavated with conventional earthwork equipment. Cobbles and boulders, if encountered, should be disposed of off-site or utilized for landscaping. Cobbles and boulders should not be placed within structural fills. Cobbles and boulders as defined in ASTM D-2487.

8.4 NATURAL GROUND PREPARATION

Prior to placing structural fill and subsequent to final grading, the natural soils should be scarified to a depth of 8 inches, moistened to not less than 1.0% and not more than 3.0% of optimum moisture content and compacted to a minimum of 95% of maximum dry density as determined in accordance with ASTM D-1557.

If vibratory compaction poses a threat to nearby structures, static compaction should be utilized.

8.5 FILL PLACEMENT AND COMPACTION

Structural fill should be placed in horizontal lifts a maximum of eight inches in loose thickness, moisture conditioned to not less than 1.0% and not more than 3.0% of optimum moisture content, and mechanically compacted to a minimum of 95% of maximum dry density as determined by ASTM D-1557. Structural fill below footings and slabs should be compacted to a minimum of 95% of maximum dry density as determined by ASTM D-1557. Some of the on-site soils within the upper 2.5 to 7.5 feet may not be suitable for re-use as structural fill as is, such as the sandy lean clay (CL) encountered in test hole B-1. The sandy lean clay may be blended with the on-site silty sands provided the resulting blended material satisfies structural fill criteria. It is also anticipated that the on-site soils may be blended with import materials containing more granular soils should import materials be required to achieve finished grade. The resulting blended materials should be tested for conformance with the structural fill criteria.

8.6 OBSERVATION AND TESTING

Placement and compaction of fill should be observed and tested by a qualified geotechnical engineer or his representative. The purpose of the observation and testing is to confirm that the

recommendations presented herein are followed and to provide supplemental recommendations, if subsurface conditions differ from those anticipated.

8.7 FREQUENCY OF TESTING

Earthwork should be tested periodically to confirm the fill is compacted to the criteria presented in this report. Prior to placing fill, the natural ground should be moisture conditioned, compacted, and tested to confirm it is properly compacted. Fill should be placed in maximum eight-inch thick loose lifts, but in no case thicker than can be compacted with the equipment being utilized. Fill should be moisture conditioned and compacted as detailed in this report. Fill areas should be tested at maximum six-inch vertical intervals, unless otherwise specified by the project documents. If fill areas are worked at different times, each individual area should be tested. Following finish grading, the final surface should be tested.

9.0 SITE GRADING AND DRAINAGE

The settlement estimates presented in this report assume the site will be graded to drain properly. If the site does not drain properly, structure settlement substantially greater than quoted in this report will occur.

To reduce the risk of structure settlement the site should be graded to effectively drain away from amenities. Splash blocks should be utilized below down spouts and canales.

If ponding areas are required, they should be located as far away from amenities as possible, a minimum of ten feet. If this criterion cannot be met, this office should be contacted for supplemental recommendations.

Roof gutters and downspouts should be utilized. Roof gutters should discharge to a hard surface. Water should run off rapidly.

10.0 UTILITIES

Backfill in utility line trenches below driveways and pavement should be compacted to a minimum of 90% of maximum density as determined by ASTM D-1557, except within the upper 12 inches. The upper 12 inches of utility backfill shall be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557. Utility trenches should be as narrow as can be properly compacted. To reduce the possibility of breaking utility lines with compaction equipment, heavy compactors should not be utilized.

11.0 TRENCHES AND EXCAVATIONS

All trenches greater than four (4.0) feet in depth must be sloped, shored or braced or otherwise supported according to OSHA Construction and Safety Standards. Material excavated from the trench or spoil must be placed a minimum of two feet from the edge of the excavation. The spoil should be retained in an effective manner such that no loose material can fall into the excavation.

Temporary construction excavations less than eight feet deep should be sloped no steeper than 1½:1 (horizontal:vertical). If deeper excavations are required, this office should be contacted for supplemental recommendations. Limited raveling of slopes will occur particularly as the exposed soils dry out. Heavy equipment and material stockpiles should be located a minimum of five feet from the top of slope.

12.0 CLOSURE

This report was prepared for the exclusive use of our Client. The recommendations presented in this report are based upon the subsurface conditions disclosed by the test holes. Soil and groundwater conditions may vary between test holes and with time.

This report reflects our interpretation of the site subsurface conditions. We strongly recommend that prior to bidding all contractors perform their own subsurface investigation to form their own opinion of the site soil, rock, and groundwater conditions. Should contractors elect to use this report for construction, bidding or estimating purposes, they do so at their own risk.

In a southwest climate, it is particularly important to protect the soils supporting the proposed structure from an increase in moisture content. If soils supporting the structure increase in moisture content due to any cause such as poor site drainage, ponding areas, or leaking utility lines, significant structural settlement and distress may occur.

If conditions are encountered during construction which differ from those presented herein, this office should be contacted for supplemental recommendations. The staff of NV5, Inc. is available for supplemental consultation as necessary.

This office would be pleased to review site grading and drainage plans to evaluate conformance with the recommendations presented herein. All site earthwork should be observed by a qualified geotechnical engineer or his representative. NV5 would be pleased to provide these services.

Respectfully submitted,
NV5, Inc.



02/12/2020

Ralph L. Abeyta, P.E., M. ASCE
Senior Geotechnical Engineer



Carl Henderson, PhD, PE (CA), GE (CA)
Senior Geotechnical Engineer

NV5 Project No.: 444320-6030000.01

SITE PLAN
*Scale Unknown



FIGURE 1

LOG OF TEST HOLE NO. 1

Project: Water Storage Tank, Corrales, NM

Elevation: N/A

Depth to Groundwater: Not Encountered

Project No.: 444320-6030000.00

Date Drilled: 1/13/20

Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
						SM	SAND, silty, fine grained loose, dry, light brown
5	27	MC	101	17.6	1,2	CL	CLAY, sandy lean, firm, moist, light brown
	29	MC	106	5.8			Dry
10	31	MC	103	2.8	1,2,5	SM	SAND, silty, fine grained, dense, dry, light brown
	31	S		3.0			
15	42	S		4.9			
20	40	S		3.7			
25							
30	77	S		1.5	1,2	SW-SM	SAND, well-graded with silt, fine to medium grained, very dense, dry, light brown
	43	S		4.2			Dense, slightly moist
35							Bottom of hole at 31½'

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 2

LOG OF TEST HOLE NO. 2

Project: Water Storage Tank, Corrales, NM

Elevation: N/A

Depth to Groundwater: Not Encountered

Project No.: 444320-6030000.00

Date Drilled: 1/8/20

Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
						SM	SAND, silty, fine grained, loose, dry, light brown
5	22	MC	82	7.7			A large gravel, medium dense, slightly moist
	29	MC	105	2.5	1,2,5		A few gravels
10	31	S		1.8			Dense
	32	MC	118	2.6	1,2,5		Trace of small gravel
15	41	S		2.9			
20	29	MC	108	2.4	1,2,5		Medium dense
25	38	S		2.2			Dense
30	40	S		2.4	1,2		
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 3

LOG OF TEST HOLE NO. 2 cont'd

Project: Water Storage Tank, Corrales, NM

Project No.: 444320-6030000.00

Elevation: N/A

Date Drilled: 1/8/20

Depth to Groundwater: Not Encountered

Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
41	41	S		4.6		SM	SAND, silty, fine grained, dense, slightly moist, light brown
40							
39	39	S		4.2	1,2		
45							Bottom of hole at 31½'
		S					
50							
		S					
55							
		S					
60							
		S					
65							
		S					
70							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: cont'd

LOG OF TEST HOLE NO. 3

Project: Water Storage Tank, Corrales, NM

Elevation: N/A

Depth to Groundwater: Not Encountered

Project No.: 444320-6030000.00

Date Drilled: 1/13/20

Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
5	30	MC	104	3.5		SM	SAND, silty, fine grained, loose, dry, light brown
							Medium dense, slightly moist
10	17	MC	105	2.3			
	18	S		4.7			Slightly moist
	28	S		2.3			Dry
15	38	S		3.4	1,2		Dense, slightly moist
20	36	S		2.5			
25	66	S		1.9			Very dense
30							
	57	S		3.4	1,2	SC	SAND, clayey, fine grained, very dense, dry, light brown
							Bottom of hole at 31½'
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 4

NOTES - LOGS OF TEST HOLES

Test hole locations were determined by compass bearing and pacing distances from known topographic points.

"Drilling Method" refers to the equipment utilized to advance the test hole. A seven-inch outside diameter, continuous flight, hollow stem auger was utilized.

"S" under "Sample Type" indicates a Standard Penetration test (ASTM D-1586). The Standard Penetration sampler is 2 inches in outside diameter and 1 3/8 inches inside diameter.

"MC" under "Sample Type" indicates a 3-inch outside diameter by 2.5-inch inside diameter sampler. The sampler is lined with 1-inch high brass rings.

"B" under "Sample Type" indicates a bulk sample.

"Blows Per Foot" indicates the number of blows of a 140-pound hammer falling 30 inches required to drive the indicated sampler 12 inches.

"NR" under "Blows/Foot" indicates that no sample was recovered.

"Dry Density PCF" indicates the laboratory determined soil dry density in pounds per cubic foot.

"Water Content %" indicates the laboratory determined soil moisture content in percent (ASTM D-2216).

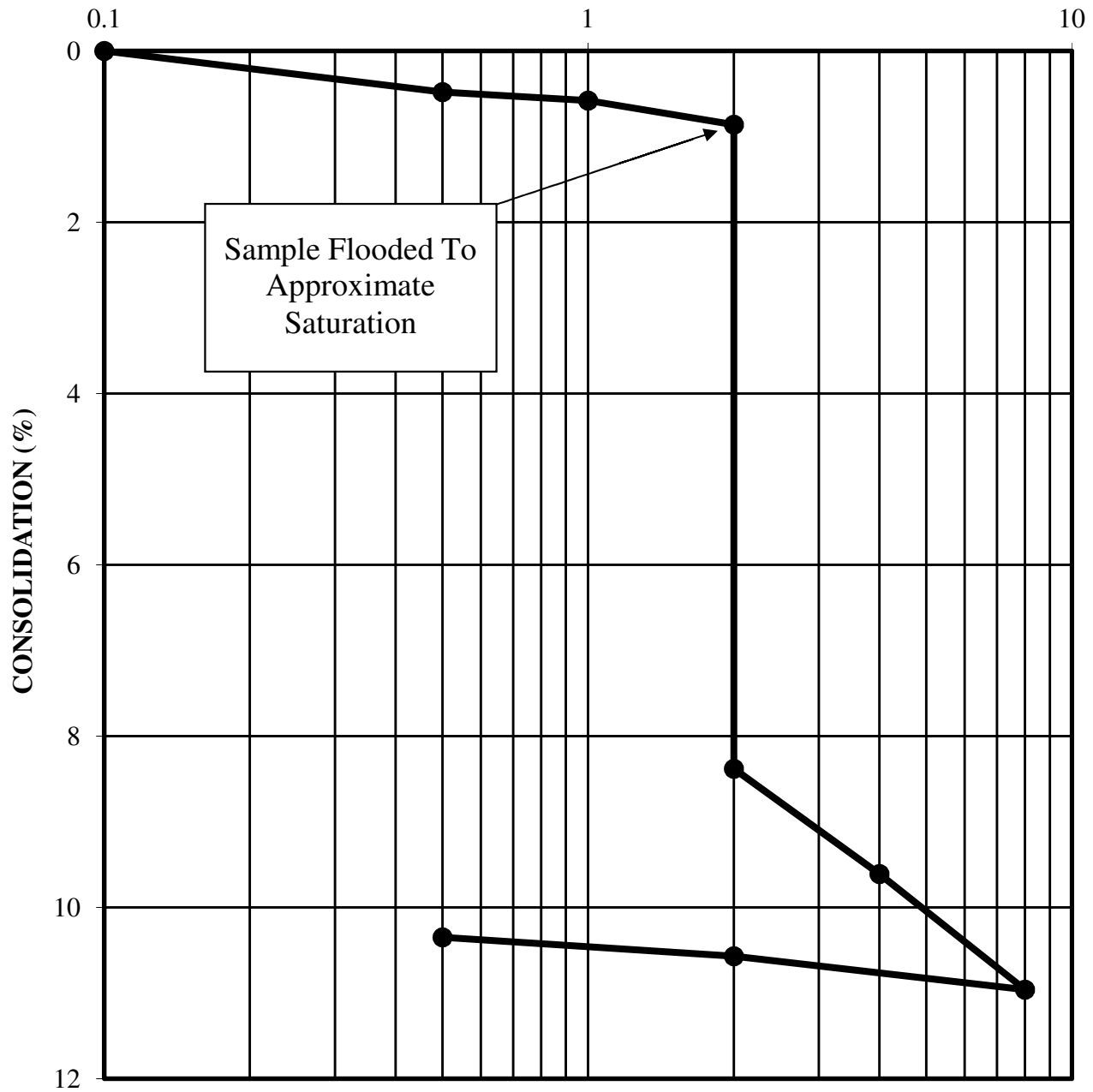
"Unified Classification" indicates the field soil classification as per ASTM D-2488. When appropriate, the field classification is modified based upon subsequent laboratory tests.

Variations in soil profile, consistency, and moisture content may occur between test holes. Subsurface conditions may also vary between test holes and with time.

Figure No.: 5

CONSOLIDATION TEST RESULTS

STRESS-KIPS PER SQUARE FOOT



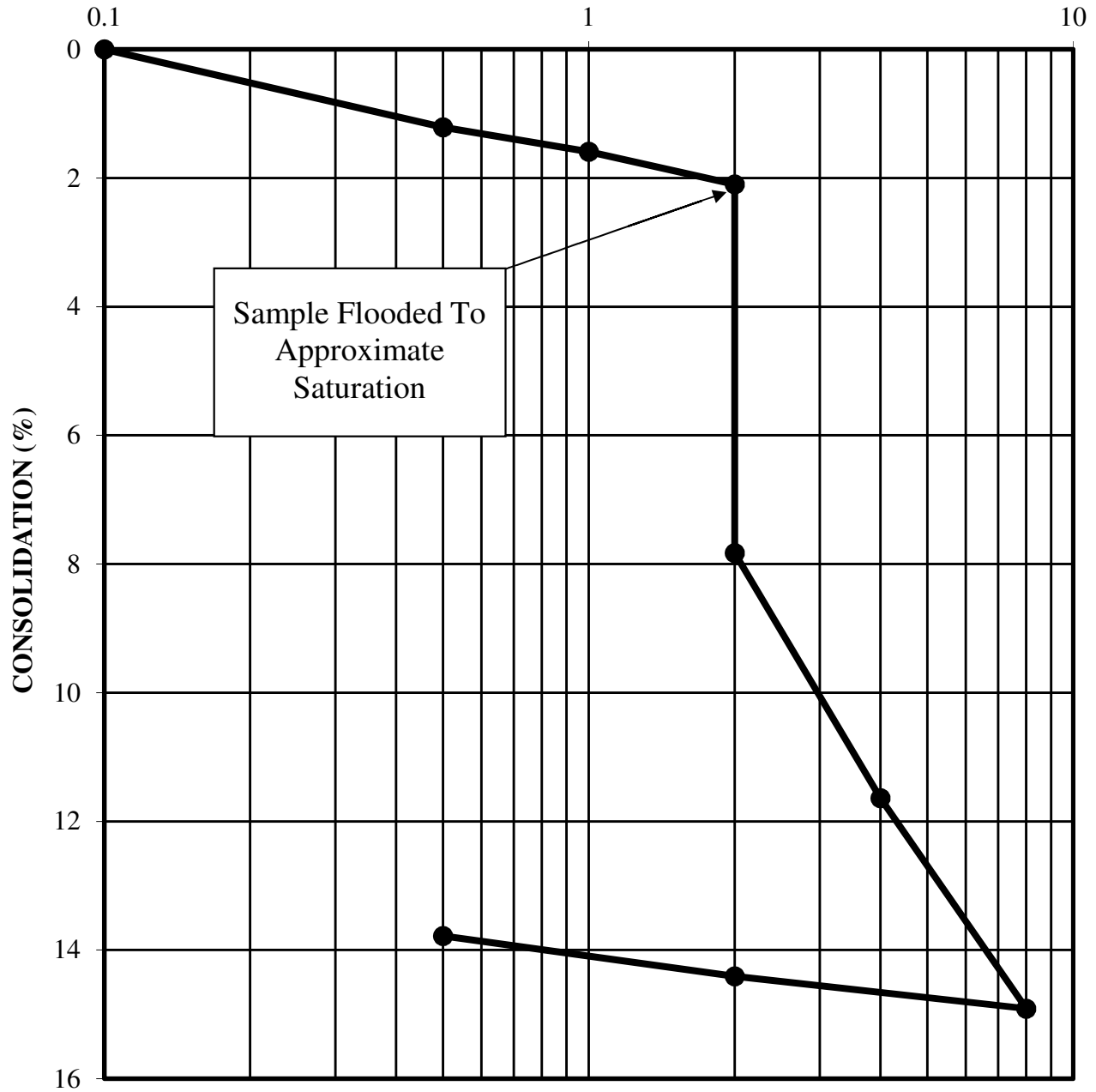
TEST HOLE NUMBER: B-1
SAMPLE DEPTH: 7.5 - 8.5 FEET
SOIL DESCRIPTION: Silty SAND (SM)
MOISTURE CONTENT: 2.8 %
BULK UNIT WEIGHT: 103 pcf

PROJECT: Water Storage Tank, Corrales,
New Mexico
PROJECT NO.: 444320-6030000.00

FIGURE NO.: 6

CONSOLIDATION TEST RESULTS

STRESS-KIPS PER SQUARE FOOT



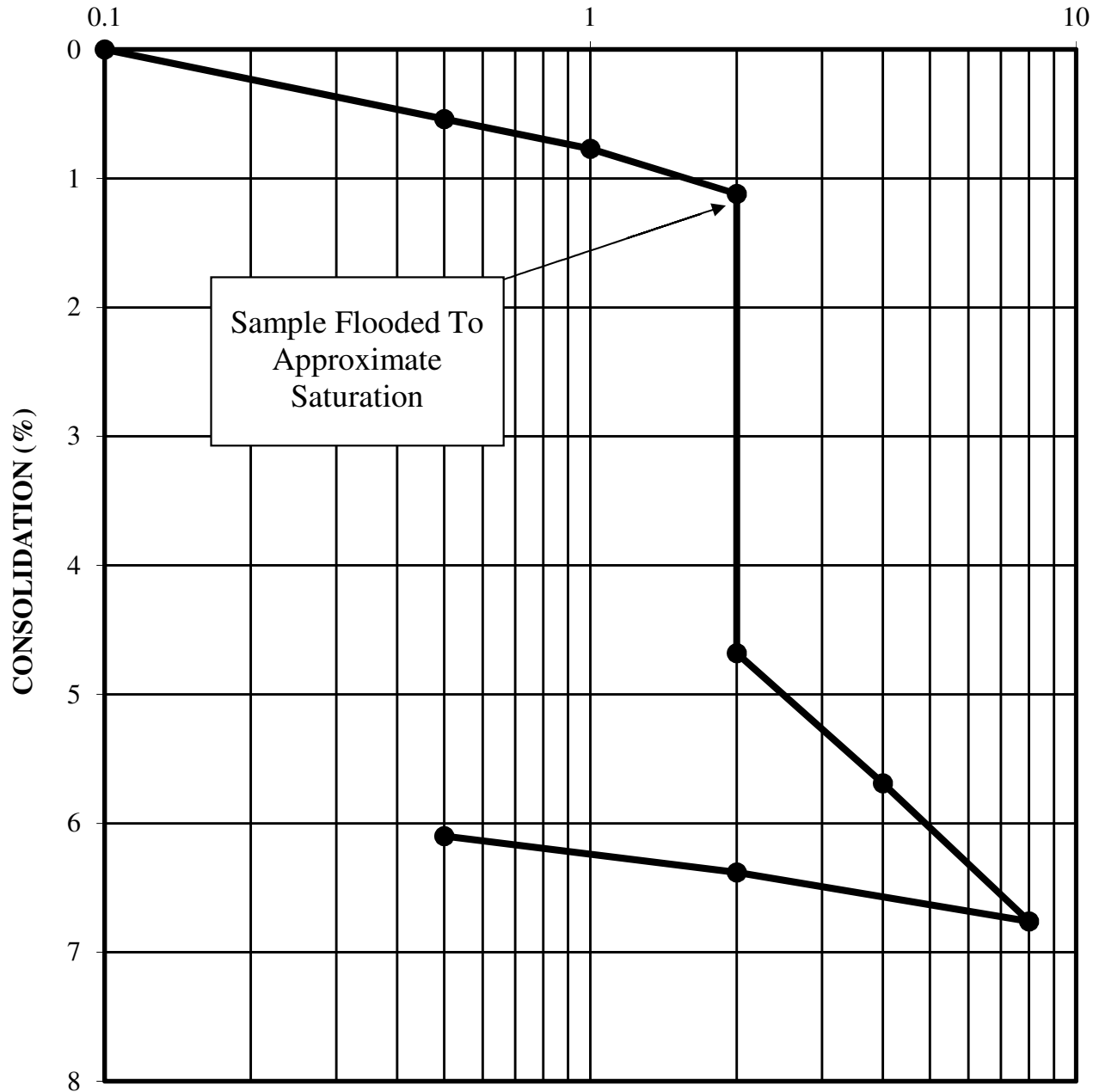
TEST HOLE NUMBER: B-2
SAMPLE DEPTH: 5.0 - 6.0 FEET
SOIL DESCRIPTION: Silty SAND (SM)
MOISTURE CONTENT: 2.5 %
BULK UNIT WEIGHT: 105 pcf

PROJECT: Water Storage Tank, Corrales,
New Mexico
PROJECT NO.: 444320-6030000.00

FIGURE NO.: 7

CONSOLIDATION TEST RESULTS

STRESS-KIPS PER SQUARE FOOT

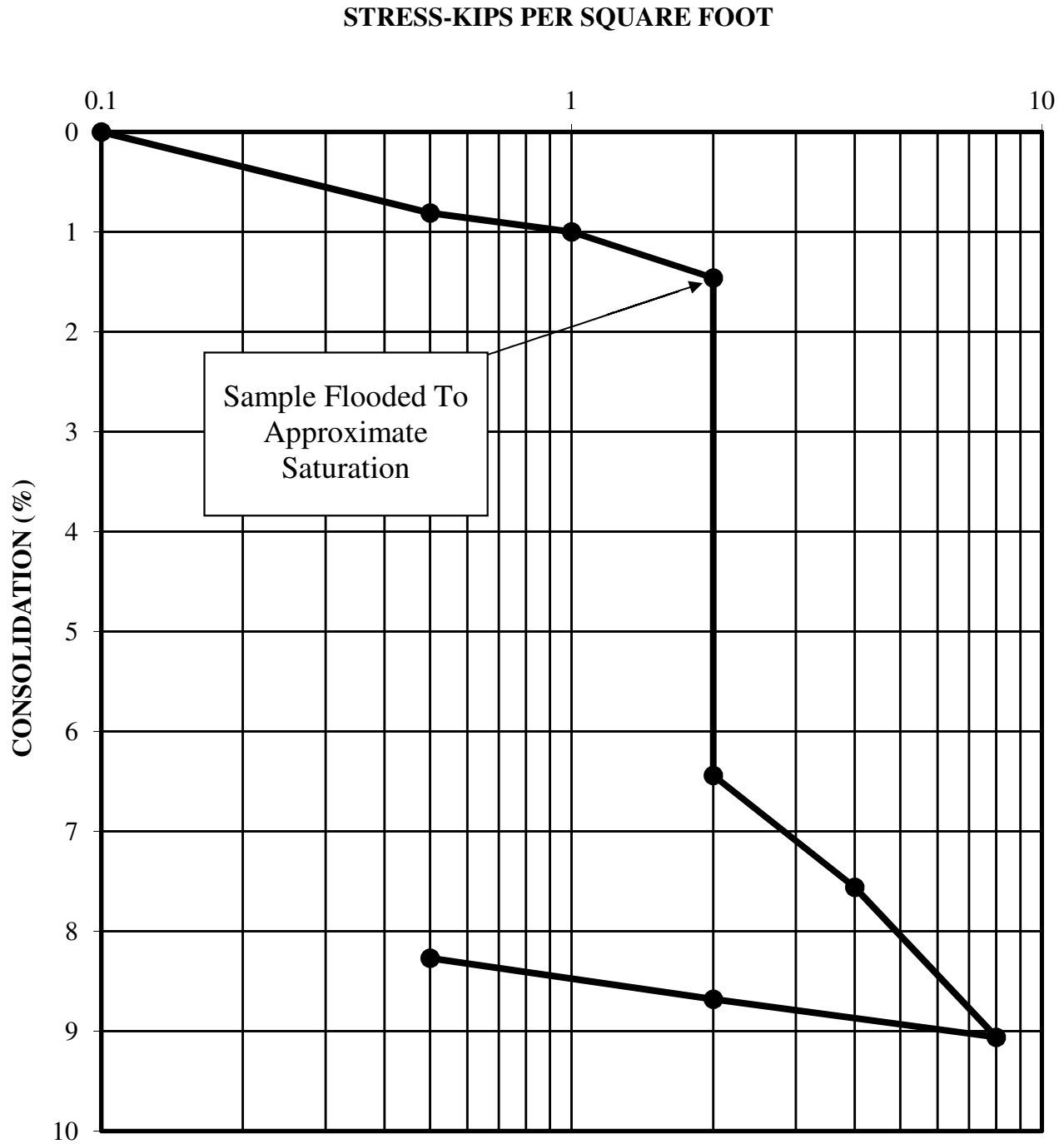


TEST HOLE NUMBER: B-2
SAMPLE DEPTH: 10.0 - 11.0 FEET
SOIL DESCRIPTION: Silty SAND (SM)
MOISTURE CONTENT: 2.6 %
BULK UNIT WEIGHT: 118 pcf

PROJECT: Water Storage Tank, Corrales,
New Mexico
PROJECT NO.: 444320-6030000.00

FIGURE NO.: 8

CONSOLIDATION TEST RESULTS



TEST HOLE NUMBER: B-2
SAMPLE DEPTH: 20.0- 21.0 FEET
SOIL DESCRIPTION: Silty SAND (SM)
MOISTURE CONTENT: 2.4 %
BULK UNIT WEIGHT: 108 pcf

PROJECT: Water Storage Tank, Corrales,
New Mexico
PROJECT NO.: 444320-6030000.00

FIGURE NO.: 9

SUMMARY OF LABORATORY TEST DATA

Test Hole	Depth (feet)	Unified Classification	Natural Dry Density (pcf)	Natural Moisture Content (%)	Atterberg Limits		SIEVE ANALYSIS- % PASSING BY WEIGHT										Description
					LL	PI	1 1/2"	3/4"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200	
1	2.5	CL	101	17.6	33	12					100	99	97	91	82	68.3	
1	5		106	5.8													
1	7.5	SM	103	2.8	NV	NP							100	96	58	25.7	Sandy lean CLAY
1	10			3.0													
1	15			4.9													
1	20			3.7													
1	25	SW-SM		1.5	NV	NP				100	99	95	85	61	27	11.3	Silty SAND
1	30			4.2													
2	2.5		82	7.7													
2	5	SM	105	2.5	NV	NP					100	98	91	75	46	20.4	Well-graded SAND with silt
2	7.5			1.8													
2	10	SM	118	2.6	NV	NP					100	97	95	83	51	19.1	Silty SAND
2	15			2.9													
2	20	SM	108	2.4	NV	NP					100	99	93	81	50	19.9	Silty SAND
2	25			2.2													
2	30	SM		2.4	NV	NP					100	99	95	77	41	16.4	Silty SAND
2	35			4.6													
2	40	SM		4.2	NV	NP					100	99	98	93	68	31.3	Silty SAND
3	2.5		104	3.5													
3	5		105	2.3													

NV5 Project No.: 444320-6030000.00

Project: Water Storage Tank - Corrales, NM

Table No.: 1

SUMMARY OF LABORATORY TEST DATA

Test Hole	Depth (feet)	Unified Classification	Natural Dry Density (pcf)	Natural Moisture Content (%)	Atterberg Limits		SIEVE ANALYSIS-% PASSING BY WEIGHT										Description
					LL	PI	1 1/2"	3/4"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200	
3	7.5			4.7	NV	NP											
3	10			2.3													
3	15	SM		3.4	NV	NP					100	99	96	86	59	30.4	Silty SAND
3	20			2.5													
3	25			1.9													
3	30	SC		3.4	40	23					100	99	89	67	43	24.1	Clayey SAND

NV5 Project No.: 444320-6030000.00

Project: Water Storage Tank - Corrales, NM

Table No.: 1

APPENDIX EARTHWORK PROCEDURES

General

The Geotechnical Engineer shall be the Owner's representative to observe and evaluate the earthwork operations. The Contractor shall cooperate with the Geotechnical Engineer in the performance of the Engineer's duties.

Clearing and Grubbing

Prior to placing structural fill all borrow areas and areas to receive structural fill shall be stripped of vegetation and deleterious materials. Strippings shall be hauled off-site or stockpiled for subsequent use in landscaped areas or nonstructural fill areas as designated by the Owner or his representative and approved by the Geotechnical Engineer.

Site Preparation - Fill Areas

Prior to placing structural fill the areas to be filled shall be scarified to a depth of eight inches and moisture conditioned as described below. The area to be filled shall then be compacted to a minimum of 95 percent of maximum density as determined by ASTM D-1557. If vibratory compaction techniques pose a threat to the structural integrity of nearby facilities a static compactor shall be used. Any soft or "spongy" areas shall be removed as directed by the Geotechnical Engineer and replaced with structural fill as described herein.

Site Preparation - Cut Areas

Following excavation to rough grade, all building and pavement areas shall be scarified to a depth of eight inches and moisture conditioned as described below. All building and paved areas shall be compacted to a minimum of 95 percent of maximum density as determined by ASTM D-1557. If vibratory compaction techniques pose a threat to the structural integrity of nearby facilities, a static compactor shall be used. Any soft or "spongy" areas shall be removed as directed by the Geotechnical Engineer and replaced with structural fill as described herein.

Foundation, Slab and Pavement Subgrade Preparation

Prior to placing reinforcement, footings, slabs, or pavement, the supporting soils shall be prepared, moisture conditioned, and compacted as described herein.

Fill Material

Fill material shall be nonexpansive soil which may be gravel, sand, silt or clay, or a combination thereof.

Sieve Size	Percent Passing By Weight
4"	100
1"	90-100
No. 4	70-100
No. 200	10-40

Fill material shall exhibit a plasticity index of ten or less. No organic, frozen or

decomposable material shall be utilized. All fill material shall be approved by the Geotechnical Engineer.

Fill Placement

Fill material shall be blended as necessary to produce a homogeneous material. Fill material shall be spread in horizontal lifts no greater than eight inches in uncompacted thickness, but in no case thicker than can be properly compacted with the equipment to be utilized. If fill is to be placed on slopes steeper than 5:1 (horizontal:vertical) the natural ground shall be benched with minimum three foot wide benches at maximum two foot vertical intervals.

Moisture Conditioning

Fill material shall be dried or moistened as necessary, prior to compacting, to within \pm three percent of optimum moisture content as determined by ASTM D-1557. Moisture shall be distributed uniformly throughout each lift.

Compaction

Structural fill shall be mechanically compacted to the following:

	Minimum Compaction ASTM D-1557
Foundation Support	95%
Slab Support	95%
Below Slab Utility Trenches	90%
General Site Grading	90%
Pavement Support	
Upper 8" of Subgrade	95%
All other fill below pavement	90%

Aggregate Base Course shall be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557.

Asphaltic concrete shall be compacted to a minimum of 96% of maximum Marshall Density (75 Blows).

Compaction by flooding and jetting is specifically prohibited unless authorized in advance by the Owner or his representative and the Geotechnical Engineer.

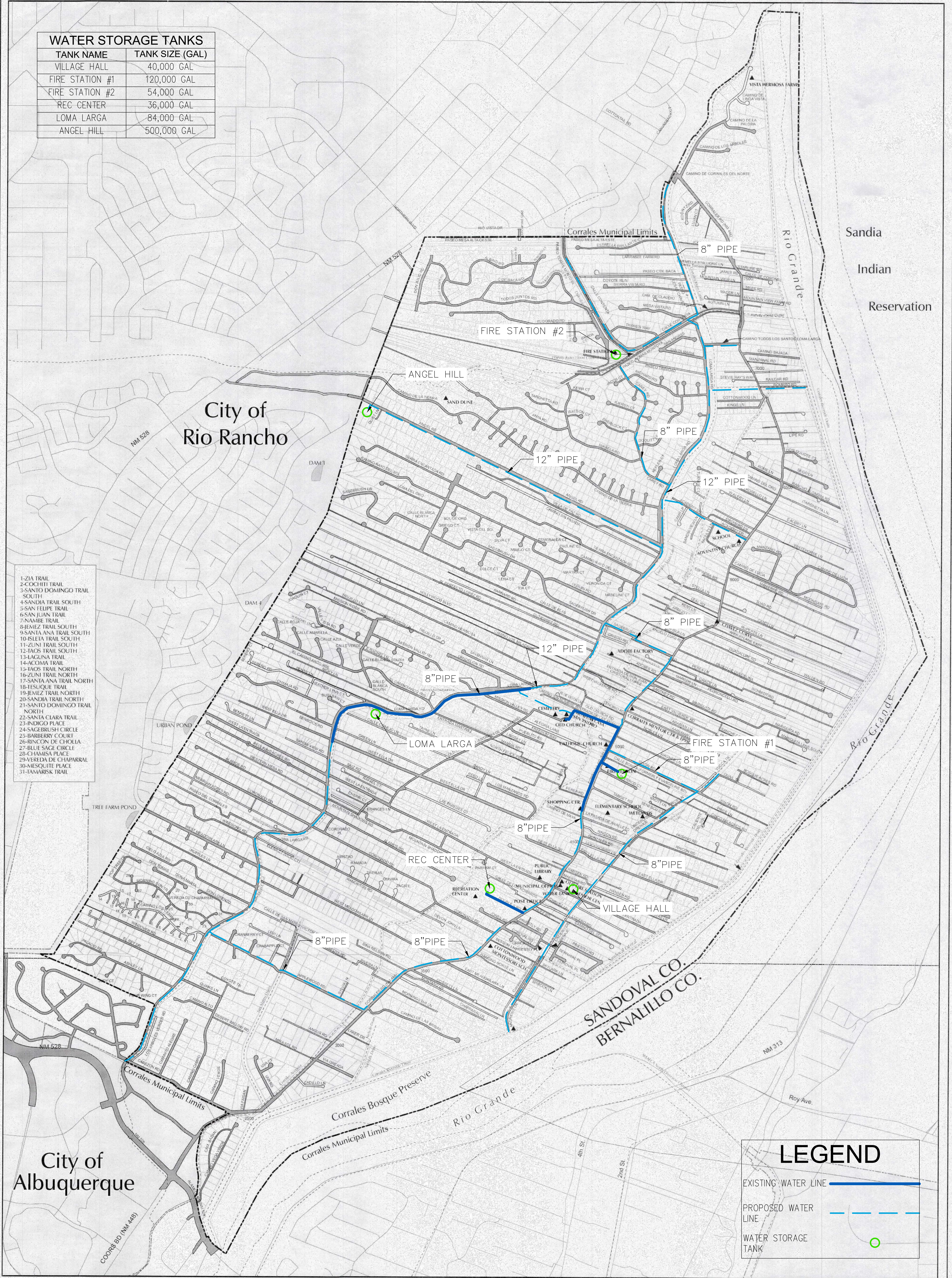
Observation and Testing

The Geotechnical Engineer or his representative shall perform field density tests with a frequency and at the locations he feels appropriate. The Geotechnical Engineer or his representative will perform Proctor tests on representative samples of all fill material. To minimize delays, the Earthwork Contractor is encouraged to submit soil samples prior to use for proctor testing.



WATER STORAGE TANKS	
TANK NAME	TANK SIZE (GAL)
VILLAGE HALL	40,000 GAL
FIRE STATION #1	120,000 GAL
FIRE STATION #2	54,000 GAL
REC CENTER	36,000 GAL
LOMA LARGA	84,000 GAL
ANGEL HILL	500,000 GAL

- 1-ZIA TRAIL
- 2-COCHITI TRAIL
- 3-SANTO DOMINGO TRAIL SOUTH
- 4-SANDIA TRAIL SOUTH
- 5-SAN FELIPE TRAIL
- 6-SAN JUAN TRAIL
- 7-NAMBE TRAIL
- 8-JEMEZ TRAIL SOUTH
- 9-SANTA ANA TRAIL SOUTH
- 10-ISLETA TRAIL SOUTH
- 11-ZUNI TRAIL SOUTH
- 12-TAOS TRAIL SOUTH
- 13-AGUANA TRAIL
- 14-ACOMA TRAIL
- 15-TAOS TRAIL NORTH
- 16-ZUNI TRAIL NORTH
- 17-SANTA ANA TRAIL NORTH
- 18-TESUQUE TRAIL
- 19-JEMEZ TRAIL NORTH
- 20-SANDIA TRAIL NORTH
- 21-SANTO DOMINGO TRAIL NORTH
- 22-SANTA CLARA TRAIL
- 23-INDIGO PLACE
- 24-SAGEBRUSH CIRCLE
- 25-BARBERRY COURT
- 26-RINCON DE CHOLLA
- 27-BLUE SAGE CIRCLE
- 28-CHAMISA PLACE
- 29-VERDE DE CHAPARRAL
- 30-MESQUITE PLACE
- 31-TAMARISK TRAIL



City of Albuquerque

City of Rio Rancho

Sandia Indian Reservation

LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- WATER STORAGE TANK

Village of Corrales

Sandoval Co., N.M.

Private roads within the Village limits are shown with no gray shading.