

## CITY OF SOCORRO

# CONTRACT DOCUMENTS AND SPECIFICATIONS

for construction of the  
**RODEO ARENA LIGHTING – RE BID**

Governing Body

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Ravi Bhasker	Mayor
Gordon E. Hicks	Mayor Pro-Tem
Peter D. Romero	Councilor
Mary Ann Chavez-Lopez	Councilor
Michael Olguin, Jr.	Councilor
Ernest Pargas, Jr.	Councilor
Toby S. Jaramillo	Councilor
Nick Fleming	Councilor
Donald Monette	Administrator

**MAY 2016**

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## NOTICE TO CONTRACTORS

The following additions and/or changes are hereby made to the Plans, Specifications, and Contract Documents and shall hereby be incorporated as part of the project:

1. Sequence of Work: CONTRACTOR shall schedule and complete all work commencing at the west end of the facility in order to accommodate the installation of bleachers by the OWNER, concurrently while CONTRACTOR is on-site. The CONTRACTOR shall additionally consider that the bleachers may be installed prior to their work being performed, pending delivery of the bleachers to the OWNER.
2. Sheet ES-101 (Rodeo Arena Lighting-New Work Plan):
  - a. **Clarification:** For clarification the note number 7, for the lighting contactor cabinet will be located at below panel "RA" location. See the power riser diagram.
  - b. **Remove:** Remove note #9, the light fixture and receptacle in the announcer booth.
  - c. **Revise:** Revise the note number 1 & 2, for mounting hanger bracket to be two (2) # IBAC-120.
  - d. **Clarification:** For clarification the note number 7, for the lighting contactor control cabinet will be located at below panel "RA" location. See the power riser diagram.
3. Sheet ES-102 (Rodeo Arena Power-New Work Plan):
  - a. **Change:** Change the note number 7 to read "New lighting control cabinet with electrically held lighting contactors for control of rodeo bleacher seating lighting, arena lighting, concession & pen lighting and the big ass fans. Provide (5) switches for control of individual contactors. See keynote 7 on ES101 & keynote 15".
  - b. **Remove:** Remove notes #17, & #18 from the plan drawing. Remove circuits to the announcers stand/booth.
  - c. **Add:** Add note #16 to read "All duplex and quad receptacles that will be installed at the perimeter of the arena or elsewhere that are exposed to the elements, shall be GFI/Weatherproof type receptacles with heavy duty metal in-use covers".
  - d. **Revise:** Revise the panel schedule "2RA" to be 120/208V-3PH, 4W. Provide a 225A, main circuit breaker in panel and 10 kA minimum interrupting capacity.

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**CITY OF SOCORRO**  
**111 School of Mines Rd.**  
**P.O. Drawer K**  
**Socorro, New Mexico 87801**

**Invitation for Bids**  
**“051716” Rodeo Arena Lighting Project**

Separate sealed BIDS will be received by the City of Socorro at the City Hall, 111 School of Mines, Socorro, NM 87801, until 11:00 a.m., May 17, 2016 for Rodeo Arena Lighting project, at which time they will be opened publicly and read aloud.

The project is located at the City of Socorro Rodeo Arena west of US Highway 60 and includes new lighting and electrical for the facility.

The Owner reserves the right to adjust quantities included in the Bid Schedule as necessary to provide a complete project with the available funding.

The Contract Documents may be examined at the follow location:

City of Socorro  
111 School of Mines Rd.  
Socorro, NM 87801  
(575) 835-0240

A Pre-bid Conference for this project will not be held.

Copies of the Contract Documents may be obtained at City Hall, 111 School of Mines Rd., Socorro, NM 87801 upon payment of \$100.00 for each set of documents. Any PLANHOLDER, upon returning the Contract Documents in good condition within ten (10) days following the Bid Opening, will receive a \$100.00 refund.

City of Socorro  
Leopoldo (Polo) Pineda, Jr.  
Chief Procurement Officer  
Post Office Drawer K  
Socorro, New Mexico 87801  
[ppineda@socorronm.gov](mailto:ppineda@socorronm.gov)

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# INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to BIDDERS have the meanings indicated in the General Conditions. Additional terms used in these Instructions to BIDDERS have the meanings indicated below:
- A. Issuing Office – The office from which the BIDDING DOCUMENTS are to be issued and where the bidding procedures are to be administered.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the BIDDING DOCUMENTS in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of BIDDING DOCUMENTS in good condition within 10 days after opening of Bids.
- 2.02 Complete sets of BIDDING DOCUMENTS shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of BIDDING DOCUMENTS.
- 2.03 OWNER and ENGINEER, in making copies of BIDDING DOCUMENTS available on the above terms, do so only for the purpose of obtaining Bids for the WORK and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate BIDDER's qualifications to perform the WORK, within 5 days of OWNER's request, BIDDER shall submit written evidence such as financial data, previous experience, present commitments and such other data as may be called for below.
- A. Any BIDDER submitting a bid shall have a valid license issued by the New Mexico Regulation and Licensing Department and other State and Local agencies as required, to bid and perform the type of WORK to be undertaken.
- 3.02 BIDDER is advised to carefully review those portions of the Bid Form requiring BIDDER's representations and certifications.

## **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 On request, OWNER will provide BIDDER access to the Site to conduct such examinations, investigations, explorations, tests, and studies as BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. BIDDER shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.02 It is the responsibility of each BIDDER before submitting a Bid to:
- A. examine and carefully study the BIDDING DOCUMENTS, and the other related data identified in the BIDDING DOCUMENTS, and any ADDENDA;
- B. visit the Site and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the WORK;

- C. become familiar with and satisfy BIDDER as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the WORK;
  - D. consider the information known to BIDDER; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the BIDDING DOCUMENTS; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the WORK; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the BIDDING DOCUMENTS; and (3) BIDDER's safety precautions and programs;
  - E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the WORK at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the BIDDING DOCUMENTS;
  - F. become aware of the general nature of the WORK to be performed by OWNER and others at the Site that relates to the WORK as indicated in the BIDDING DOCUMENTS;
  - G. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER discovers in the BIDDING DOCUMENTS and confirm that the written resolution thereof by ENGINEER is acceptable to BIDDER; and
  - H. determine that the BIDDING DOCUMENTS are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK.
- 4.03 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the WORK required by the BIDDING DOCUMENTS and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the BIDDING DOCUMENTS, that BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that BIDDER has discovered in the BIDDING DOCUMENTS and the written resolutions thereof by ENGINEER are acceptable to BIDDER, and that the BIDDING DOCUMENTS are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the WORK.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 A pre-Bid conference will not be held.

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The Site is identified in the BIDDING DOCUMENTS. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the BIDDING DOCUMENTS. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the WORK are to be obtained and paid for by CONTRACTOR.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the BIDDING DOCUMENTS are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by ADDENDA mailed or delivered to all parties recorded by ENGINEER as having received the BIDDING DOCUMENTS. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by ADDENDA will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 ADDENDA may be issued to clarify, correct, or change the BIDDING DOCUMENTS as deemed advisable by OWNER or ENGINEER.

## **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of **five (5)** percent of BIDDER's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (Form C-430) issued by a surety meeting the requirements of Article 20 of the General Conditions. If a Bid bond is provided on a form other than Form C-430, the Bid shall be considered nonresponsive.
- 8.02 The Bid security of the Successful BIDDER will be retained until such BIDDER has executed the CONTRACT DOCUMENTS, furnished the required contract security and met the other conditions of the NOTICE OF AWARD, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the CONTRACT DOCUMENTS and furnish the required contract security within **10** days after the NOTICE OF AWARD, OWNER may consider BIDDER to be in default, annul the NOTICE OF AWARD, and the Bid security of that BIDDER will be forfeited. Such forfeiture shall be OWNER'S exclusive remedy if BIDDER defaults. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned.
- 8.03 Bid security of other BIDDERS whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the WORK is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The CONTRACT, if awarded, will be on the basis of materials and equipment specified or described in the BIDDING DOCUMENTS without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the BIDDING DOCUMENTS that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 CONTRACTOR shall not be required to employ any SUBCONTRACTOR, SUPPLIER, individual, or entity against whom CONTRACTOR has reasonable objection.
- 12.02 CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of 30 percent of the amount bid.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the BIDDING DOCUMENTS. Additional copies may be obtained from the Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, or alternative listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A BID by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A BID by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A BID by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A BID by an individual shall show the BIDDER’S name and official address.
- 13.07 A BID by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The BID shall contain an acknowledgment of receipt of all ADDENDA, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the BID shall be shown.
- 13.11 The BID shall contain evidence of BIDDER’S authority and qualification to do business in the state where the PROJECT is located, or BIDDER shall covenant in writing to obtain such authority and qualification prior to award of the CONTRACT and attach such covenant to the BID. BIDDER’S state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

### **14.01 Unit Price**

- A. BIDDERS shall submit a Bid on a unit price basis for each bid item of WORK listed in the Bid schedule(s).
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each bid item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with the following paragraphs:
  - 1. Where the contract documents provide that all or part of the WORK is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
  - 2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of BIDS and determining an initial Contract Price.
  - 3. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- C. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. The BIDDER must Bid the same unit price for like bid items, excluding lump sum bid items, in all Bid schedules listed. If the BIDDER fails to provide the same unit price for like bid items, the unit price Bid in the first base Bid schedule for like items will be utilized in determining the total amount Bid.

### **14.02 Completion Time Comparisons**

- A. Bid prices will be compared after adjusting for differences in the time designated by BIDDERS for Substantial Completion. The adjusting amount will be determined at the rate set forth in the CONTRACT DOCUMENTS for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

## **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the BIDDING DOCUMENTS, a BIDDER is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
  - A. See Paragraph 7.01 of the Bid Form for a list of accompanying documents required to be submitted with the BID.
- 15.02 A BID shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the PROJECT title (and, if applicable, the designated portion of the PROJECT for which the BID is submitted), the name and address of BIDDER, and shall be accompanied by the Bid security and other required documents. If a BID is sent by mail or other delivery system, the sealed

envelope containing the BID shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

City of Socorro  
111 School of Mines Rd.  
Socorro, NM 87801

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A BID may be modified or withdrawn by delivering written or telegraphic notice to the place where BIDS are to be submitted prior to the date and time for the opening of BIDS.
- 16.02 If within 24 hours after BIDS are opened any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its BID, that BIDDER may withdraw its BID, and the Bid security will be returned. Thereafter, if the WORK is rebid, that BIDDER will be disqualified from further bidding on the WORK.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 BIDS will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to BIDDERS after the opening of BIDS.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 OWNER reserves the right to reject any or all BIDS, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the BID of any BIDDER whom it finds, after reasonable inquiry and evaluation, to not be responsible. OWNER may also reject the BID of any BIDDER if OWNER believes that it would not be in the best interest of the PROJECT to make an award to that BIDDER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the WORK.
- 19.02 More than one BID for the same WORK from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one BID for the WORK may be cause for disqualification of that BIDDER and the rejection of all BIDS in which that BIDDER has an interest.
- 19.03 In evaluating BIDS, OWNER will consider whether or not the BIDS comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the NOTICE OF AWARD.
- 19.04 In evaluating BIDS, OWNER will consider the Resident Contractor Preference and the Resident Veteran Preference, as applicable.



- 19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed SUBCONTRACTORS, Suppliers, individuals, or entities proposed for those portions of the WORK in accordance with the CONTRACT DOCUMENTS.
- 19.06 If the CONTRACT is to be awarded, OWNER will award the Contract to the BIDDER whose BID is in the best interests of the PROJECT.
- 19.07 Award of a contract will be made to the lowest responsible BIDDER. Amounts Bid by responsible BIDDERS shall be compared on the basis of (as applicable):
- A. The amount Bid for any or all of the Base Bid Schedule(s) less any Bid Items as necessary for award of a PROJECT within the available funds as may be in the OWNER's best interests.

## **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Articles 20, 21, and 22 of the General Conditions set forth OWNER'S requirements as to performance and payment bonds and insurance. When the Successful BIDDER delivers the executed Agreement to OWNER, it shall be accompanied by such bonds.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When OWNER issues a NOTICE OF AWARD to the Successful BIDDER, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other CONTRACT DOCUMENTS which are identified in the Agreement as attached thereto. Within **10 days** thereafter, Successful BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful BIDDER with a complete set of the DRAWINGS with appropriate identification.

## **ARTICLE 22 – PREVAILING WAGE RATES**

- 22.01 BIDDER is notified that the Successful BIDDER shall pay to their employees, employed on the site of the project, the wage rates and fringe benefit rates included in the General Conditions. State assisted projects in excess of \$60,000.00 are subject to State Wage Standards.

## **ARTICLE 23 – CONTRACTOR LICENSURE**

- 23.01 A BIDDER can only submit a BID as the prime CONTRACTOR only if the major portion of the WORK, based on dollar amount, is authorized by the classification of the BIDDER'S license. Any WORK outside the scope of the BIDDER'S license classification(s) must be subcontracted

## **ARTICLE 24 – BRIBES, GRATUITIES AND KICKBACKS**

- 24.01 Reference is hereby made to the criminal laws of New Mexico which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony.

## **ARTICLE 25 – REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS FOR PUBLIC WORKS CONTRACTS**

- 25.01 In order to submit a BID valued at more than sixty thousand dollars (\$60,000.00), or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000.00) the CONTRACTOR serving as a prime contractor, subcontractor, or any tier thereof, shall be registered and obtain a New Mexico Public Works Registration Number.

## **ARTICLE 26 – CAMPAIGN CONTRIBUTION DISCLOSURE**

26.01 A BIDDER or a family member or representative of the BIDDER shall not give 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 solicitation for BIDS.

## **ARTICLE 27 – RESIDENT CONTRACTOR PREFERENCE AND RESIDENT VETERAN CONTRACTOR PREFERENCE**

27.01 In order for a BIDDER to be eligible for the Resident Contractor Preference (pursuant to 13-4-2 NMSA 1978) or a Resident Veteran Preference (pursuant to Section 13-1-21 NMSA 1978) the BIDDER shall submit with the BID a copy of a valid Resident Contractor Certificate, or a valid Resident Veteran Contractor Certificate.

BIDDER: \_\_\_\_\_

**BID FORM**

**City of Socorro**

**Rodeo Arena Lighting - ReBid**

**May 17, 2016**

**City of Socorro**

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BIDDER: \_\_\_\_\_

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**ARTICLE 1 – BID RECIPIENT**

1.01 This BID is submitted to:

City of Socorro  
PO Drawer K  
Socorro, NM 87801

1.02 The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all WORK as specified or indicated in the BIDDING DOCUMENTS for the prices and within the times indicated in this BID and in accordance with the other terms and conditions of the BIDDING DOCUMENTS.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this BID, BIDDER represents that:

A. BIDDER has examined and carefully studied the BIDDING DOCUMENTSs, other related data identified in the BIDDING DOCUMENTS, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the WORK.

C. BIDDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the WORK.

D. BIDDER has considered the information known to BIDDER; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the BIDDING DOCUMENTS; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the WORK; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the BIDDING DOCUMENTS; and (3) BIDDER’S safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.D above, BIDDER does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this BID for performance of the WORK at the price(s)

BIDDER: \_\_\_\_\_

bid and within the times required, and in accordance with the other terms and conditions of the BIDDING DOCUMENTS.

- F. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the WORK as indicated in the BIDDING DOCUMENTS.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the BIDDING DOCUMENTS, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. The BIDDING DOCUMENTS are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the WORK for which this BID is submitted.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 BIDDER certifies that:

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

#### **ARTICLE 5 – BASIS OF BID**

5.01 BIDDER will complete the WORK in accordance with the CONTRACT DOCUMENTS for the following price(s):

BIDDER: \_\_\_\_\_

<b>City of Socorro</b>					
<b>Rodeo Arena Lighting - ReBid</b>					
<b>BASE BID SCHEDULE I:</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Amount</b>
1	Type "A" LED Fixture	EA	64		
2	Type "AE" LED Emergency Fixture	EA	24		
3	Type "C" Exterior LED Flood	EA	26		
4	Type "D" Interior LED Strip	EA	1		
5	Lighting Contactors	EA	4		
6	Lighting Branch Circuit Conduit and Wire	LS	1		
7	Fourplex Receptacles	EA	10		
8	Big Ass Fan Connection	EA	3		
9	New 3 Phase 200A 277/480V Meter Socket	EA	1		
10	New 277/480V Panel	LS	1		
11	New 120/208V Panels	EA	3		
12	New 75kva Dry Type Transformer	EA	1		
13	New Feeders	LS	1		
14	New Receptacle Branch Circuit Conduit & Wire	LS	1		
15	Miscellaneous	LS	1		
<b>Sub-Total Base Bid Schedule I:</b>					
<b>Gross Receipt Tax @</b>				<b>7.0625%</b>	
<b>Total Base Bid Schedule I:</b>					

- A. BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the CONTRACT DOCUMENTS.
- B. The BIDDER must Bid the same unit price for like bid items, excluding lump sum bid items, in all Bid schedules listed. If the BIDDER fails to provide the same unit price for like bid items, the unit price Bid in the first base Bid schedule for like items will be utilized in determining the total amount Bid.

BIDDER: \_\_\_\_\_

- C. Award of a project will be for Base Bid Schedule I to the extent a project can be awarded within the funds available, including applicable gross receipts tax.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 BIDDER agrees that the WORK will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this BID:
  - A. Required Bid security in the form of a Bid bond (Form C-430) or Certified Check;
  - B. List of Proposed Subcontractors (Guide A-1);
  - C. Work Experience Questionnaire (Guide A-2);
  - D. Work Experience Schedule (Guide A-3);
  - E. Campaign Contribution Disclosure Form (Guide A-4); and
  - F. Veteran Preference Certification (Guide A-5), if applicable

**ARTICLE 8 – DEFINED TERMS**

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



BIDDER: \_\_\_\_\_

**ARTICLE 9 – BID SUBMITTAL**

9.01 This BID is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in New Mexico is \_\_\_\_/\_\_\_\_/\_\_\_\_.

BIDDER: \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. and Classification \_\_\_\_\_

Employers Tax ID No.: \_\_\_\_\_

Resident Bidder's Preference Number: \_\_\_\_\_

New Mexico Public Works Registration Number: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**List of Subcontractors**

1. To be fully executed and included with Bid as a condition of the Bid (§13-4-31 through §13-4-42 NMSA 1978), including all Subcontractors providing services valued at the greater of \$5,000 or one half of one percent of the engineers estimate, pursuant to §13-4-34 NMSA 1978.
2. Except as otherwise provided in this subsection, a contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] shall be registered with the labor and industrial division of the labor department. (13-4-13.1A NMSA 1978)
3. List only one subcontractor for each category of work.
4. Failure to comply with these requirements will make the Bid nonresponsive and the Bid will be rejected.

Nature or Category of Work	Name of Subcontractor	Total Approximate Dollar Amount of Subcontract	Location or Place of Business	NM Dept of Labor Registration Information
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____

(Use additional pages, if necessary)

BIDDER: \_\_\_\_\_

Nature or Category of Work	Name of Subcontractor	Total Approximate Dollar Amount of Subcontract	Location or Place of Business	NM Dept of Labor Registration Information
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____

(Use additional pages, if necessary)

BIDDER: \_\_\_\_\_

### Work Experience Questionnaire

Your bid will be considered non-responsive and will be rejected unless this questionnaire is completed and received by the OWNER with the bid documents.

All statements made herein will be investigated, any misrepresentation of facts will disqualify bidder, and bid will be considered non-responsive and will be rejected.

1. Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

2. How many years has your organization been in business as a Contractor under your present business name? \_\_\_\_\_

3. How many years experience in construction work has your organization had:  
(a) as a General Contractor: \_\_\_\_\_; (b) as a Subcontractor: \_\_\_\_\_

4. Have you ever failed to complete any work awarded to you within the timeframe allowed by the contract? \_\_\_\_\_  
If so, give dates, projects and reasons therefore  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Provide information required in the following WORK EXPERIENCE SCHEDULE. List a sufficient number of projects to indicate to the OWNER your experience in the field of work covered by the Contract Documents. The schedule should include work performed within the last 5 years and must include the Owner's name and contact information as shown on the schedule.

6. Have you ever been defaulted under any Contract? \_\_\_\_\_  
7. Have liquidated damages, or other monetary penalties, ever been assessed against you for failure to complete on time?  
\_\_\_\_\_

If so, give amounts, projects and reasons therefore  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, what has our company done as corrective action to avoid having this problem reoccur?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER: \_\_\_\_\_

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BIDDER: \_\_\_\_\_

**Work Experience Schedule**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title and Brief Description of Work Performed</b>

BIDDER: \_\_\_\_\_

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title and Brief Description of Work Performed



## Campaign Contribution Disclosure Form

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

*“Campaign Contribution”* means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or 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.

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

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

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

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

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

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



### 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 \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% 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.

BIDDER: \_\_\_\_\_

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BIDDER: \_\_\_\_\_

**SECTION 00430  
BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.  
BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Socorro  
PO Drawer K  
Socorro, NM 87801

BID

Bid Due Date: \_\_\_\_\_  
Description (*Project Name and Include Location*):

The project is located at the City of Socorro Rodeo Arena east of US Highway 60 and includes new lighting and electrical for the facility.

BOND

Bond Number: \_\_\_\_\_  
Date (*Not earlier than Bid due date*): \_\_\_\_\_

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

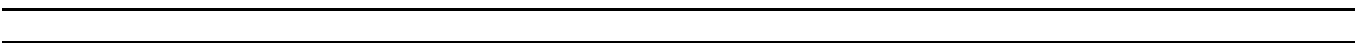
BIDDER: \_\_\_\_\_

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**BIDDER:** \_\_\_\_\_

<b>BID FORM CHECKLIST</b>		
<b>City of Socorro, Rodeo Arena Lighting - Rebid</b>		
<b>BID FORM(S)</b>	<b>Document</b>	<b>Contractor Review and Verification</b>
00410	Bidder has acknowledged the addenda for the project	
00410	Bidder has completed the bid schedules in their entirety and they are mathematically correct.	
00410	Bidder has completed the appropriate section (Individual, Partnership, Corporation, or Joint Venture) depending their organization.	
00410	Bidder has identified their State Contractors License No. and Classification and is licensed to complete the work under this solicitation.	
00410	Bidder has identified their Employers Tax ID No.	
00410	Bidder has identified their Resident Bidders Preference No. and has attached a valid Resident Contractor Certificate, or a valid Resident Veteran Contractor Certificate, if applicable.	
00410	Bidder has identified the New Mexico Public Works Registration No.	
00410	Bidder has listed their project manager and superintendent for the project and has attached resumes and work history experience.	
<b>GUIDES</b>	<b>Document</b>	<b>Contractor Review and Verification</b>
Guide A-1	List of Subcontractors	
Guide A-2	Work Experience Questionnaire	
Guide A-3	Work Experience Schedule	
Guide A-4	Campaign Contribution Disclosure Form	
<b>BID BOND</b>	<b>Document</b>	<b>Contractor Review and Verification</b>
00430	Bidder has completed this form.	

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## AGREEMENT

THIS IS AN AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between City of Socorro, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

Rodeo Arena Lighting - ReBid.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described as follows:

The project is located at the City of Socorro Rodeo Arena east of US Highway 60 and includes new lighting and electrical for the facility. The work includes new lighting fixtures, receptacles, panels, transformers, feeders, conduits, wiring and related items to provide a complete and functional project.

3. The CONTRACTOR hereby agrees to commence the WORK required by the CONTRACT DOCUMENTS within 5 calendar days after the date of the NOTICE TO PROCEED. The WORK will be substantially completed within \_\_\_\_ days of the date specified in the NOTICE TO PROCEED and the PROJECT will be fully complete within \_\_\_\_ days of the same, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay as liquidated damages, the sum of \$ \_\_\_\_\_ for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS at the prices stated in the CONTRACTOR'S bid, attached hereto.

5. The term "CONTRACT DOCUMENTS" means and includes this AGREEMENT and the following Attachments:

- (A) NOTICE OF AWARD (Attachment 1)
- (B) PERFORMANCE BOND (Attachment 2)
- (C) PAYMENT BOND (Attachment 3)
- (D) NOTICE TO PROCEED (Attachment 4)
- (E) CONTRACTOR'S BID (Attachment 5)
- (F) GENERAL CONDITIONS (Attachment 6)
- (G) CHANGE ORDERS (on form acceptable to the OWNER)

(H) CONTRACTORS APPLICATION FOR PAYMENT (on form acceptable to the OWNER)

(I) DRAWINGS prepared by AC Engineering Enterprises, LLC  
Consisting of Two (2) sheets

(J) SPECIFICATIONS prepared or issued by AC Engineering Enterprises, LLC

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in Four(4) copies each of which shall be deemed an original on the date written above.

OWNER: City of Socorro

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address for Giving Notices: PO Drawer K  
Socorro, NM 87801

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address for Giving Notices: \_\_\_\_\_  
\_\_\_\_\_

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NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT

Description: The project is located at the City of Socorro Rodeo Arena east of US Highway 60 and includes new lighting and electrical for the facility.

The OWNER has considered the BID submitted by you for the above described WORK in response to its REQUEST FOR BIDs dated \_\_\_\_\_. You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_ **Plus Applicable Gross Receipts Tax.**

You are required to execute the Agreement and furnish any required certificates of insurance within ten (10) calendar days from the date of this Notice to you. If you fail to do so, the OWNER will be entitled to consider you as having abandoned any rights obtained from submittal of your BID. The OWNER will be entitled to such rights as may be granted by law.

You are required to sign and return a copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

**City of Socorro**

OWNER By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above attached NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Title \_\_\_\_\_

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# PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Socorro  
PO Drawer K  
Socorro, NM 87801

CONTRACT

Effective Date of

Agreement:

Amount:

Description (*Name and Location*):    The project is located at the City of Socorro Rodeo Arena east of US Highway 60 and includes new lighting and electrical for the facility.

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal                      (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal                      (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 5.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 5.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and



- 5.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
- 11.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

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# PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Socorro  
PO Drawer K  
Socorro, NM 87801

## CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): The project is located at the City of Socorro Rodeo Arena east of US Highway 60 and includes new lighting and electrical for the facility

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.1. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished

by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

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NOTICE TO PROCEED

PROJECT: Rodeo Arena Lighting - ReBid

DATE: \_\_\_\_\_

OWNER: City of Socorro

CONTRACTOR: \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_ consecutive calendar days.

City of Socorro

OWNER

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

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## **ARTICLE 1 – DEFINITIONS**

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- 1.1 ADDENDA – Written or graphic instruments issued prior to the opening of bids which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.2 BID – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.3 BIDDER – The individual or entity who submits a Bid directly to the Owner.
- 1.4 BIDDING DOCUMENTS – The bidding requirements and the contract documents. (Including all Addenda)
- 1.5 BIDDING REQUIREMENTS – The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision to the WORK which may authorize an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract including the Agreement, NOTICE OF AWARD, PERFORMANCE BOND, PAYMENT BOND, NOTICE TO PROCEED, Contractors BID, General Conditions, CHANGE ORDER(s), DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order requiring a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the OWNER to the CONTRACTOR during construction.

- 1.14 FINAL INSPECTION – Site visit attended by ENGINEER, OWNER, CONTRACTOR where completion of all requirements of CONTRACT DOCUMENTS is confirmed by ENGINEER.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.16 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing WORK to proceed and establishing the date for commencement of the WORK.
- 1.17 OWNER - A public or quasi-public body or authority, corporation, federally recognized tribe, or association for whom the WORK is to be performed.
- 1.18 PRECONSTRUCTION CONFERENCE – A meeting held among the parties affected by the PROJECT. This meeting is held prior to issuance of the NOTICE TO PROCEED.
- 1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.21 SHOP DRAWINGS - All DRAWINGS, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.24 SUBSTANTIAL COMPLETION - That date certified by the OWNER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.25 SUPPLIER - Any person or organization supplying materials or equipment for the WORK, including that fabricated to a special design, but not performing labor at the site.
- 1.26 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated into the PROJECT.

- 1.27 WRITTEN NOTICE – Any notice to a party to this Agreement considered delivered and service provided and completed when notice has been provided in writing by Certified or by registered mail. If agreed to in advance other delivery services may also be used including electronic mail or facsimile.

## **ARTICLE 2 – SCHEDULES, REPORTS AND RECORDS**

- 2.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 2.2 Audit and Access to Records. The OWNER, and any agents of the above, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

## **ARTICLE 3 – DRAWINGS AND SPECIFICATIONS**

- 3.1 Except as specifically stated in the CONTRACT DOCUMENTS, it is the intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation and all other services and facilities necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 3.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Dimensions on detail DRAWINGS shall govern over dimensions and scaled quantities on general DRAWINGS.
- 3.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **ARTICLE 4 – SHOP DRAWINGS**

- 4.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall provide a timely review of all SHOP DRAWINGS. The ENGINEER'S review of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS.
- 4.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that CONTRACTOR has reviewed, checked and

approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

- 4.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each reviewed SHOP DRAWING and each reviewed sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

#### **ARTICLE 5 – MATERIALS, SERVICES AND FACILITIES**

- 5.1 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 5.2 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 5.3 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 5.4 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a conditional sales contract or other agreement by which an interest is retained by the seller.

#### **ARTICLE 6 – INSPECTION AND TESTING**

- 6.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 6.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 6.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 6.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER timely notice of readiness. The CONTRACTOR will then furnish the OWNER the required certificates of inspection, testing or approval.
- 6.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

- 6.6 The OWNER and the OWNER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 6.7 If any WORK is covered contrary to the written instructions of the OWNER it must, if requested by the OWNER, be uncovered for the OWNER'S observation and replaced at the CONTRACTOR'S expense.
- 6.8 If the OWNER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the OWNER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **ARTICLE 7 – USE OF EQUALS AND SUBSTITUTIONS**

- 7.1 Whenever an item of material or equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.
- 7.2 Equals: The CONTRACTOR may recommend the use of an item of material or equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material or equipment is functionally equal to that named and sufficiently similar so that no change in related WORK will be required, the ENGINEER may approve its use by the CONTRACTOR as an equal.
- 7.3 Substitutes: If in ENGINEER'S sole discretion, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under paragraph 7.2, it will be considered a proposed substitute item. CONTRACTOR shall submit a written request along with a certification that the item will perform adequately and achieve the desired result. Whether or not ENGINEER approves a proposed substitute, CONTRACTOR shall reimburse OWNER for charges of ENGINEER in evaluating proposed substitute and for any costs of redesign and evaluation of other CONTRACTOR'S claims related to the substitute. OWNER may require CONTRACTOR to furnish a special performance guarantee for any substitute as a condition of approval.

- 7.4 Requests for review of proposed equals or substitutes will only be considered from the CONTRACTOR.
- 7.5 ENGINEER will be allowed a reasonable time within which to evaluate each proposed equal or substitute. ENGINEER will be sole judge of acceptability.

#### **ARTICLE 8 – PATENTS**

- 8.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or particular manufacturer is specified.

#### **ARTICLE 9 – SURVEYS, PERMITS, AND REGULATIONS**

- 9.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction.
- 9.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their loss or disturbance.
- 9.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the CONTRACT DOCUMENTS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 12, CHANGES IN THE WORK.
- 9.4 Any liability of the OWNER incurred in connection with this CONTRACT is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, 41-4-4, et seq., as amended. The OWNER and its public employees as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, does not waive any defense, and do not waive any limitation on liability pursuant to said law. No provision of this CONTRACT modifies or waives any provision of the New Mexico Tort Claims Act.



## **ARTICLE 10 – PROTECTION OF WORK, PROPERTY, AND PERSONS**

- 10.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will notify owners of adjacent utilities, including homeowners, when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them.
- 10.2 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt written notice of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **ARTICLE 11 – SUPERVISION BY CONTRACTOR**

- 11.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **ARTICLE 12 – CHANGES IN THE WORK**

- 12.1 All changes affecting the PROJECT'S construction cost or the terms or conditions of the contract must be authorized by means of a written CHANGE ORDER, which is mutually agreed to by the OWNER and CONTRACTOR. The CHANGE ORDER will include extra work, work for which quantities have been altered from those shown in the bid schedule, and final adjusted quantities. All changes must be recorded on a contract CHANGE ORDER form acceptable to the OWNER before they may be included in a Partial Payment Estimate.
- 12.2 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 12.3 The OWNER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless

the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### **ARTICLE 13 – CHANGES IN CONTRACT PRICE**

13.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by unit prices previously approved or an agreed lump sum.

#### **ARTICLE 14 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

14.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

14.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

14.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

14.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given written notice of such delay to the OWNER or ENGINEER:

14.4.1 To any preference, priority or allocation order duly issued by the OWNER.

14.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes against third parties affecting the WORK, freight embargoes, and abnormal and unforeseeable weather; and

14.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 14.4.1 and 14.4.2 of this article.

## **ARTICLE 15 – CORRECTION OF WORK**

- 15.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 15.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of written notice, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **ARTICLE 16 – SUBSURFACE CONDITIONS**

- 16.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by written notice of:
- 16.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 16.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 16.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required written notice has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **ARTICLE 17 – SUSPENSION OF WORK, TERMINATION, AND DELAY**

- 17.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by written notice to the CONTRACTOR which shall fix the date on which the CONTRACTOR shall resume WORK. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 17.2 Termination for Cause: If the CONTRACTOR files a petition to reorganize under bankruptcy or other applicable laws, or repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body

having jurisdiction over the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. If the CONTRACTOR has obtained bankruptcy protection, materials, equipment, tools, construction equipment and machinery may not be taken by the OWNER without consultation with the appropriate trustee or receiver.

- 17.3 Payments after Termination for Cause: In the case of Termination for Cause, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and paid accordingly.
- 17.4 Other rights of the OWNER: Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 17.5 Termination for Convenience by OWNER: After ten (10) days from delivery of a written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 17.6 Termination by CONTRACTOR: If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within forty five (45) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a written notice to the OWNER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the OWNER has failed to make any payment as previously stated, the CONTRACTOR may, upon ten (10) days written notice to the OWNER, stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 17.7 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **ARTICLE 18 – PAYMENTS TO CONTRACTOR**

- 18.1 Payment. The total amount of the payment shall be the amount of the contract plus the value of all changes as reflected in approved contract CHANGE ORDERS. The entire balance found to be due the CONTRACTOR but excepting such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR when due. Such payment shall be conditioned, however, upon the submission by the CONTRACTOR of evidence satisfactory to the OWNER that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid.
- 18.2 Payment Method. The OWNER will make payments as follows
- 18.2.1 The value of WORK in place shall be as estimated by the CONTRACTOR on a Partial Payment Estimate and approved by OWNER. Prior to receiving any partial payment, the contractor must furnish the OWNER with a statement showing the total amount owed to date for materials and labor procured under this contract and, if required by the OWNER, must also submit evidence showing that previous partial payments were properly applied and that the current payment will be properly applied. Upon completion of the whole contract and acceptance of the WORK as required hereunder, by the OWNER, and compliance by the contractor with all terms and conditions of this contract, all amounts due the contractor will be paid.
- 18.2.2 If Partial Payments are used, the following will also apply: The OWNER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.
- 18.2.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Materials and equipment stored at or near the site, for which the OWNER'S title to the material and equipment cannot be established shall not be included on any Partial Payment Estimate.
- 18.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of

the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

- 18.4 The OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 18.5 Upon completion and acceptance of the WORK, the OWNER may issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including any retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR.
- 18.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workers, mechanics, SUPPLIERS, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 18.7 If the OWNER fails to make payment forty five (45) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at one and a half percent (1.5%) per month, commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.
- 18.8 Estimation of payments due to the CONTRACTOR shall be done on a form acceptable to the OWNER.
- 18.9 The OWNER may after consultation with ENGINEER withhold or on account of subsequently discovered evidence, nullify the whole or part of any approved Partial Payment Estimate to such extent as may be necessary to protect OWNER from loss on account of:

- 18.9.1 Defective WORK not remedied;
- 18.9.2 Claims filed;
- 18.9.3 Failure of CONTRACTOR to make payments properly to any SUBCONTRACTOR or SUPPLIER;
- 18.9.4 Damage to another contractor;
- 18.9.5 Performance of WORK in violation of terms of the CONTRACT DOCUMENTS;
- 18.9.6 A reasonable doubt that the WORK can be completed for the balance then unpaid.
- 18.10 When the items in 18.9 have been addressed, payment shall be made for amounts withheld because of them.
- 18.11 Where WORK on unit price items is at SUBSTANTIAL COMPLETION, but lacks testing, clean-up, other items, payments may be made with amounts deducted for these requirements.
- 18.12 A completed copy of a Certificate of Contractor's Release and Release by Claimants will be provided by the CONTRACTOR to the OWNER at the time of final payment.

**ARTICLE 19 – ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 19.1 The acceptance by the CONTRACTOR of final payment shall constitute a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR from any obligations under the CONTRACT DOCUMENTS.

**ARTICLE 20 – BONDS**

- 20.1 CONTRACTOR shall furnish performance and payment bonds, each in an amount at least equal to the CONTRACT PRICE as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the CONTRACT DOCUMENTS. These bonds shall remain in effect until one year after the date when final payment becomes due or through the warranty period of the corrections, whichever is later, except as provided otherwise by Laws or Regulations or by the CONTRACT DOCUMENTS. Contractor shall also furnish such other bonds as are required by the CONTRACT DOCUMENTS.
- 20.2 All bonds shall be in the form prescribed by the CONTRACT DOCUMENTS except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial

Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- 20.3 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the PROJECT is located or it ceases to meet the requirements of paragraph 20.2, CONTRACTOR shall promptly notify OWNER and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of paragraphs 20.2 and 20.4.
- 20.4 All bonds and insurance required by the CONTRACT DOCUMENTS to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the PROJECT is located to issue bonds or insurance policies for the limits and coverages so required.

#### **ARTICLE 21 – CERTIFICATES OF INSURANCE**

- 21.1 CONTRACTOR shall deliver to OWNER, with copies to each additional insured and loss payee identified in paragraph 22.4, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain.
- 21.2 OWNER shall deliver to CONTRACTOR, with copies to each additional insured and loss payee identified in paragraph 22.4, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.
- 21.3 Failure of OWNER to demand such certificates or other evidence of CONTRACTOR's full compliance with these insurance requirements or failure of OWNER to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of CONTRACTORS's obligation to maintain such insurance.
- 21.4 OWNER does not represent that insurance coverage and limits established in this CONTRACT necessarily will be adequate to protect CONTRACTOR.
- 21.5 The insurance and insurance limits required herein shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to OWNER in the CONTRACT DOCUMENTS.

#### **ARTICLE 22 – INSURANCE**

- 22.1 CONTRACTOR shall purchase and maintain such insurance as is appropriate for the WORK being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the WORK and CONTRACTOR'S other obligations under the CONTRACT



DOCUMENTS, whether it is to be performed by CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable:

- 22.1.1 claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- 22.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;
- 22.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
- 22.1.4 claims for damages insured by reasonably available personal injury liability coverage which are sustained:
  - 1. by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or
  - 2. by any other person for any other reason;
- 22.1.5 claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 22.1.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 22.2 The policies of insurance required by paragraph 22.1 shall:
  - 22.2.1 with respect to insurance required by paragraphs 22.1.3 through 22.1.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) OWNER and ENGINEER, and any other entities identified by the OWNER, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  - 22.2.2 include at least the specific coverages and be written for not less than the limits of liability provided in these General Conditions or required by Laws or Regulations, whichever is greater;
  - 22.2.3 include contractual liability insurance covering CONTRACTOR'S indemnity obligations;
  - 22.2.4 contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in paragraph 22.4 to whom a certificate of insurance

has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to Article 21 will so provide);

22.2.5 remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective WORK; and

22.2.6 include completed operations coverage:

1. Such insurance shall remain in effect for two years after final payment.
2. CONTRACTOR shall furnish OWNER and each other additional insured identified in paragraph 22.4, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter.

22.3 The limits of liability for the insurance required by paragraph 22.1 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

22.3.1 Workers' Compensation, and related coverages under paragraphs 22.1.1 and 21.1.2:

- |   |              |
|---|--------------|
| 1. State:                                     | Statutory    |
| 2. Applicable Federal (e.g., Longshoreman's): | Statutory    |
| 3. Employer's Liability:                      | \$500,000.00 |

22.3.2 CONTRACTOR'S General Liability under paragraphs 22.1.3 through 22.1.6 which shall include completed operations and product liability coverages and includes contractual liability and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

- |   |                |
|---|----------------|
| 1. General Aggregate  | \$2,000,000.00 |
| 2. Products – Completed Operations Aggregate  | \$1,000,000.00 |
| 3. Personal and Advertising Injury  | \$1,000,000.00 |
| 4. Each Occurrence (Bodily Injury and Property Damage)  | \$1,000,000.00 |
| 5. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. |                |
| 6. Excess or Umbrella Liability   |                |
| a. General Aggregate  | \$2,000,000.00 |
| b. Each Occurrence  | \$2,000,000.00 |

22.3.3 Automobile Liability under paragraph 22.1.6:

- 1. Bodily Injury:
  - a. Each person \$1,000,000.00
  - b. Each Accident \$1,000,000.00

AND

- 2. Property Damage:
  - a. Each Accident \$1,000,000.00

OR

- 3. Combined single limit of \$1,000,000.00

22.4 The CONTRACTOR shall identify the OWNER, ENGINEER, and other entities identified by the OWNER as additional insureds.

22.5 Until the PROJECT is completed and accepted by OWNER, the OWNER, or CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the OWNER, the CONTRACTOR, SUBCONTRACTORS as their interests may appear. The CONTRACTOR shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the CONTRACTOR is required to provide such insurance; however, the provision shall not release the CONTRACTOR from his obligation to complete, according to plans and specifications, the PROJECT covered by the CONTRACT, and the CONTRACTOR and his Surety shall be obligated to full performance of the CONTRACTOR'S undertaking.

**ARTICLE 23 – ETHICAL ISSUES**

23.1 CONTRACTOR shall not purchase from or subcontract with a SUPPLIER, SUBCONTRACTOR, or manufacturer if the ENGINEER has a corporate or other financial affiliation with that company or to any firms or corporations owned wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

23.2 The OWNER'S officers, employees, or agents are prohibited from participating in the administration of this contract if a conflict of interest, real or apparent, would be involved. Such a conflict will arise when: (a) an employee, officer, or agent, (b) any member of their immediate family, (c) their partner, (d) an organization which employs or is about to employ any of the above, has a financial interest or other interest in the CONTRACTOR. The OWNER'S officers, employees, and agents shall neither solicit nor accept gratuities or anything of monetary value from the CONTRACTOR or any SUBCONTRACTOR or SUPPLIER.

- 23.3 If the OWNER finds, after a hearing, that the CONTRACTOR or any of the CONTRACTOR'S agents or representatives gave or offered any gratuities, to any official, employee, or agent of the OWNER in an attempt to secure award of this CONTRACT or any form of favorable treatment related to the performance of this CONTRACT, the OWNER may by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law and this CONTRACT may allow. In the event of a termination of this CONTRACT on this basis, the OWNER may also pursue any damages against the CONTRACTOR which it might be entitled to under law.

#### **ARTICLE 24 – ASSIGNMENTS**

- 24.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

#### **ARTICLE 25 – INDEMNIFICATION**

- 25.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 25.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workers' compensation acts, disability benefit acts or other employee benefits acts.
- 25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

#### **ARTICLE 26 – SEPARATE CONTRACTS**

- 26.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK

depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 26.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.
- 26.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 12.

#### **ARTICLE 27 – SUBCONTRACTING**

- 27.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 27.2 The CONTRACTOR shall not award WORK to any other SUBCONTRACTOR(s) without prior written approval of the OWNER.
- 27.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
- 27.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER.

#### **ARTICLE 28 – LAND AND RIGHTS-OF-WAY**

- 28.1 Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

#### **ARTICLE 29 – GUARANTEE**

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or improper execution of the WORK and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.

#### **ARTICLE 30 – ALTERNATIVE DISPUTE RESOLUTION**

- 30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or any breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 19, may be negotiated by mediation or arbitration if the parties mutually agree.
- 30.2 Notice of the request for mediation or arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Any request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any mediation or arbitration proceedings, unless otherwise mutually agreed in writing.

#### **ARTICLE 31 – TAXES**

- 31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes, if any, required by the laws of the place where the WORK is performed.

#### **ARTICLE 32 – ENVIRONMENTAL REQUIREMENTS**

The CONTRACTOR shall comply with all applicable environmental statutory and regulatory requirements. In addition to any other environmental requirements listed elsewhere in the CONTRACT DOCUMENTS, the following requirements are noted for emphasis, but are not intended to be an exhaustive list.

- 32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, will not fill in or otherwise convert wetlands.
- 32.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, will not fill in or otherwise convert 100-year floodplain areas delineated on the latest FEMA Floodplain Maps.
- 32.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers a potential historical or archaeological artifact shall be immediately reported to the ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued by the ENGINEER after consultation with the State Historic Preservation Officer.
- 32.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the ENGINEER and OWNER. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.
- 32.5 The CONTRACTOR shall comply with all mandatory standards of the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

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STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

## PUBLIC WORKS PROJECT REQUIREMENTS

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

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

### Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



STATE OF NEW MEXICO  
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[www.dws.state.nm.us](http://www.dws.state.nm.us)

- Make certain the Public Works Apprenticeship and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprenticeship and Training Fund.

## **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: [http://www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

## **CONTACT INFORMATION**

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

**TYPE "B" - GENERAL BUILDING**

Effective January 1, 2016

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

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

**STATEMENT OF INTENT TO PAY PREVAILING WAGES**  
**To Be Completed Before Construction Starts**  
**ALL FIELDS ARE REQUIRED**

**FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD**

<b>General Contractor Information</b>		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Start Date:	<b>State Wage Decision Number:</b>	
Project Title:	Project Physical Address:	
<b>Total Contract Amount:</b>	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
<b>Sub Contractor Information</b>		Start date on this project:
Sub Contract Amount:		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
<b>2<sup>nd</sup>, 3<sup>rd</sup>, etc. Tier Sub-Contractor Information</b>		Start date on this project:
Contract Amount:		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78).

\_\_\_\_\_ Date

Contractor's Signature

# INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES

## GENERAL CONTRACTOR

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

## SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor contract amount.

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

## 2ND TIER SUB CONTRACTOR

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

## 3RD TIER AND HIGHER CONTRACTOR

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

**Form A:** Apprenticeship & Training Contribution Compliance Statement for NM Public Works

**No Payment is required for Type "A" projects or 100% Federally Funded projects.**

**Note** In accordance with the NM Apprenticeship & Training Act, **payment is due for all employees**, apprentices and journeymen.

**Please complete all items on form.** Make your check payable to the *Apprenticeship & Training Contribution Fund*. Mail the check with this form to: NMDWS, Apprenticeship & Training Fund, **P.O. Box 27428** Albuquerque, New Mexico 87125-7428. Payments are due by the 15<sup>th</sup> of each month for hours worked in the previous month per NMSA. A \$10 per day late fee may be assessed.

**Project Name:** \_\_\_\_\_ **State Wage Decision No.** \_\_\_\_\_

Company Name: \_\_\_\_\_ (Circle one) Contractor / Sub / 2<sup>nd</sup> Tier Sub / 3<sup>rd</sup> Tier Sub

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Payment for Month/Year of \_\_\_\_\_ Check No. \_\_\_\_\_ Total Check Amount \_\_\_\_\_ Date of Check \_\_\_\_\_

<u>(Sample Entry)</u> Classification Trade Name Do not list names of employees	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Contribution Amount
	8/4/2013	8/11/2013	8/18/2013	8/25/2013	8/31/2013			
LABORERS	120	62.5	0	90	110.5	383	.27	103.41
Classification Trade Name	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Contribution Dollar Amount

Print name of person completing form \_\_\_\_\_ e-mail address \_\_\_\_\_

I certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone # \_\_\_\_\_ ext \_\_\_\_\_

**Note** A separate compliance statement is required for each month and each project, however only one check is needed.

When paying into a NM Apprenticeship Program please use *Form B: Apprenticeship & Training Compliance Statements for Approved Programs*.

**NMDWS WILL NOT ACCEPT CREDITS WHEN PAYMENT IS OVER PAID**

# PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No. : \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
 (Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: \_\_\_\_\_  
 (Contractor or Subcontractor)

on the \_\_\_\_\_  
 (Name of Project)

that during the payroll period commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, all persons employed on said project have been paid the full weekly wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any

(Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.
- (3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept. of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

**(4) FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)**

\_\_\_(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees.

*If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below.*

<b>Name of Program Used for Fringe Benefits:</b>				
<b>Pension =</b>	<b>Health/Welfare =</b>	<b>Holiday/Vac. =</b>	<b>Life Ins. =</b>	<b>Training* =</b>
(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)				

FRINGE BENEFITS:

1. Pension
2. Health/Welfare
3. Holiday/Vacation
4. Life Insurance
5. Training (not Apprenticeship) \*

*FRINGE BREAKDOWN SAMPLE:*

Fringe Benefit:	Amount:
401(K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

\_\_\_(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

\_\_\_(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

**APPRENTICESHIP CONTRIBUTIONS:** (Please check applicable blank)

\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

\_\_\_ Check paid to: \_\_\_\_\_  
 (Name & address of approved Apprenticeship & Training Program (Program No.))

Print Name of Certifying Official: \_\_\_\_\_ Signature of Certifying Official: \_\_\_\_\_ Title & Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

SUSANA MARTINEZ  
GOVERNOR



CELINA BUSSEY  
SECRETARY

JOHN SANCHEZ  
LT. GOVERNOR

STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
625 Silver Ave SW, Suite 410  
Albuquerque, NM 87102  
(505) 222-4669 / FAX (505) 222-4780

GEORGE MARQUEZ  
DIRECTOR

## NOTICE

### Public Works Apprenticeship and Training Act

Statute 13-4D-4.B states:

“Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employers who elect not to participate in training, shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director.”

For a copy of the above-mentioned act, please contact our office at (505) 841-4403.

For contractors that are not participants in an approved apprenticeship program, submit Apprenticeship & Training Contribution Compliance Statement and Payment to:

NMDWS  
Public Works Bureau  
PO Box 27428  
Albuquerque, NM 87125-7428



# *APPRENTICESHIP CONTRIBUTION PROGRAM*

The following are easy reminders regarding this program:

1. For "B", "C", & "H" Projects: Whenever you have any workers on the job (even if you are not using apprentices), you are required to pay into the Apprenticeship Training Program as outlined in the Apprenticeship & Training Act. This applies to all contractors, subcontractors, 2<sup>nd</sup> tiers, etc. Your wage rates will show which jobs have apprenticeship contributions.
2. If you have apprentices on the job, they must have a journeyman working with them. The ratio must be one-to-one.
3. The Apprenticeship Contribution is not considered part of the fringe benefits. It is totally separate.
4. The Apprenticeship Compliance Statement from our office (or our website) is the only form you may use. Do NOT modify our form or generate your own.
5. As noted on the Apprenticeship Compliance Statement, these forms are due on the 15<sup>th</sup> of every month for the length of the project. If no work was done for that month, send us a copy letting us know there was no work done.
6. Submit Apprenticeship Compliance Statements with payments to:  
NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM  
87125-7428

# **LABOR ENFORCEMENT FUND**

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS  
LABOR RELATIONS DIVISION  
APPLICATION FOR PUBLIC WORKS  
CONTRACTOR REGISTRATION**

**All applications must be accompanied by \$400 payable to the "LABOR ENFORCEMENT FUND"**

**Do Not Send Cash**

Send to: **Labor Enforcement Fund**  
**PO Box 27679**  
**Albuquerque, NM 87125-7679**

1.

\_\_\_\_\_  
Contractor/Subcontractor – Company Trade Name

\_\_\_\_\_  
Mailing Address

City

State

Zip Code

\_\_\_\_\_  
Area Code / Telephone Number

\_\_\_\_\_  
E-Mail Address or Fax Number

2.

\_\_\_\_\_  
Printed Name of First Qualifying Party (Owner of Company)

3.

Type of Business

Individual/Sole Proprietor

Partnership

Corporation

Other \_\_\_\_\_

4.

**INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER**

## **APPLICANT STATEMENT**

As the responsible applicant-contractor, I understand:

- the application is subject to verification and that I agree to provide any additional documentation as requested by the Labor Relations Division director.
- failure to provide full and timely disclosure of any required information or documentation may result in the denial of this application for registration.
- **that payment in the exact amount of Four Hundred Dollars USD (\$400.00) is due with this application.**
- that registration is for two years from the date notice of registration is posted on the Department of Workforce Solutions website ([www.dws.state.nm.us](http://www.dws.state.nm.us)).
- that I am submitting this application for the purpose of a legal transaction with the State of New Mexico Department of Workforce Solutions.
- that failure to send this application and payment to the address shown above will result in delayed or denied registration.
- that it is my (the contractor's) responsibility to ensure that my registration is current.

I certify, under penalty of perjury, that the information contained in this application for registration is accurate, true, and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



**AFFIDAVIT OF WAGES PAID**  
**To Be Completed After Construction Is Complete**  
**ALL FIELDS ARE REQUIRED**  
**FORM MUST BE SENT TO THE CONTRACTING AGENCY**

<b>General Contractor Information</b>		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Completion Date:	<b>State Wage Decision Number:</b>	
Project Title:	Project Physical Address:	
Print Name:	General Contractor Signature:	
		Date you completed work on this project:
<b>Sub Contractor Information</b>		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
		Date you completed work on this project:
<b>2<sup>nd</sup>, 3<sup>rd</sup>, etc. Tier Sub Contractor Information</b>		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

\_\_\_\_\_ Date

Contractor's Signature

# INSTRUCTIONS FOR COMPLETING AFFIDAVIT OF WAGES PAID

## GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE 13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter completion date of project.
6. All Affidavits' must be sent to the Contracting Agency.

## SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor completion date.

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

## 2<sup>ND</sup>, 3<sup>RD</sup>, etc TIER SUB CONTRACTOR

1. Enter sub contractor information, subcontractor signature is not needed.
2. Enter 2nd tier sub contractor information and provide signature.
3. Enter 2nd tier contract completion date.

(Revised 8/23/13)

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# New Mexico Public Works

CHECK OUT THE  
DEPARTMENT OF  
WORKFORCE SOLUTIONS  
WEBSITE FOR VALUABLE  
INFORMATION

[www.dws.state.nm.us](http://www.dws.state.nm.us)

Click on "Public Works"

~ OR ~

**Susana Martinez**  
Governor

**Celina Bussey**  
Department of Workforce  
Solutions  
Secretary

**PHONE:**

Public Works Questions:

Patricia – (505) 841-4409

Lori – (505) 841-4408

Nicolina – (505) 841-4403

Michael - (505) 841-8995

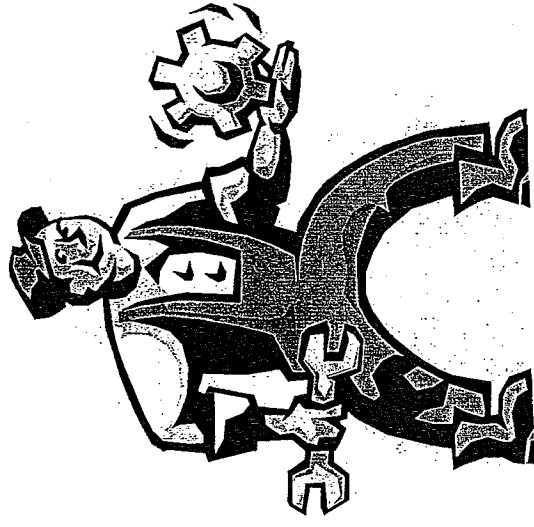
FAX Number:

(505) 841-4423

Apprenticeship Questions:

(505) 841-4403

# Construction



The NIM Public Works Minimum Wage Act applies to employers and employees working on state/locally funded public works construction jobs. Information here is not an official interpretation of the Act, but this pamphlet can serve as a general guide to the law. You may find additional information and Rules & Regulations derived from the Act on the NMDWS web page at [www.dws.state.nm.us](http://www.dws.state.nm.us)

### **1. How does the Act apply?**

The Act and the Public Works Bureau's Policy Manual govern all public works (PW) construction projects costing more than \$60,000 and funded in part or in whole by state/local funds. Wages set by LID must be paid as a minimum. Employees must be paid weekly. If the project has federal funding as well, the pay is figured by comparing the total rate in each trade from the state and federal wage decisions and paying the higher of the two.

### **2. What is a Wage Decision?**

A wage decision is the set of wage rates for a specific public works construction project. The person putting together project bid documents requests a wage decision by submitting a request on our website that describes the scope of work. The type of work determines the type of rates issued. The four sets of rates are for:

"A" – Street, Highway, Utility and Light Engineering;

"B" – General Building;  
"C" – Residential; and  
"H" – Heavy Engineering.

If 80% of the project is *not* in one type of construction, two or more types of rates may be issued. A wage decision expires when new wage rates are approved – unless the bid opening takes place, or is within 10 days of taking place. When the bids are opened before the expiration, those rates are good for the life of the project.

### **3. When is a new Wage Decision required?**

A new wage decision is required when the bids are not opened within 10 days after the approval of new wage rates. Then both a new wage decision and new rates will apply.

### **4. What is sent along with a Wage Decision?**

Several forms are sent out with the wage decision that must be used by contractors:

- a. A Notification of Award must be sent to the Public Works Bureau from the contracting agency or general contractor listing all subcontractors before work starts;
- b. A Statement of Intent to Pay Prevailing Wages must be sent to the contracting agency from each contractor, subcontractor and second tier contractor before work starts;
- c. An Apprenticeship Contribution Compliance Statement (for all except Type "A" projects) is due by the 15<sup>th</sup> of each month from all contractors,

- subcontractors, and second tier contractors;
- d. A wage rate poster must be displayed in an easily accessible place at the job site to show all employees what their minimum rates of pay are; and
- e. An Affidavit of Wages Paid must be submitted to the contracting agency after a contractor finishes work but before the final payment.

### **5. When does overtime pay start?**

Overtime pay starts after 40 hours of work in a seven-day workweek for the same employer, regardless of how many projects the employee works on.

### **6. How is overtime pay computed?**

Overtime pay is 1.5 times the base pay with fringes added back. For example, if the base is \$12/hr. and the fringe benefit is \$2/hr., the total overtime rate is  $12 \times 1.5 + 2$  or  $18 + 2 = 20$ .

### **7. How can I file a wage claim?**

If you think your employer owes you more wages, you may file a wage claim at any NMDWS office, or call our Hotline at 1-888-370-0013. You should keep copies of pay stubs, a diary of when and where you worked, and the work performed.

### **8. What does the term "at will State" mean?**

New Mexico is an "at will State" and the term means that an employer may hire and fire employees at will.



SECTION 26 00 10 - GENERAL PROVISIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Conform with applicable provisions of the General Provisions.

1.2 REQUIREMENTS

- A. Furnish all labor, materials, service, equipment and appliances required to complete the installation of the complete electrical system in accordance with the specifications and contract drawings.

1.3 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS

- A. Regulatory Agencies: Installation, materials, equipment and workmanship shall conform to the applicable provisions of the 2014 National Electrical Code (NEC), New Mexico State Electrical Code 2014 Edition, the National Electrical Safety Code (NESC), and the terms and the conditions of the authorities having lawful jurisdiction pertaining to the work required. All modifications required by these codes, rules, regulations and authorities shall be made by the Contractor without additional charge to the Owner.
- B. Underwriter's Laboratories (UL): All materials, appliances, equipment or devices shall conform to the applicable standards of Underwriter's Laboratories, Inc. The label of, or listing by, UL is required.

1.4 SUBMITTALS

- A. Materials List: Within 15 days after award of contract, the Contractor shall submit to the Architect a minimum of 7 (seven) copies of all equipment to be furnished. Where such equipment will be furnished "as specified", a statement to that effect is sufficient. Where substitutions are proposed, the Contractor shall submit for prior approval. Written approval of the Architect must be obtained.
- B. Samples: If required by the Architect, the Contractor shall submit for inspection samples of both specified and proposed substitute items.
- C. Shop Drawings: Submit for approval a minimum of seven (7) copies of all shop drawings after the materials list has been approved and prior to ordering. Show complete outlines, dimensions, electrical services, control diagrams, electrical characteristics of special nature or critical to the installation and pertinent data required for installation. Indicate in the transmittal that submittal has been reviewed and accepted and all contract deviations identified.

## PART 2 – PRODUCTS

### 2.1 EQUIPMENT REQUIREMENTS

- A. The electrical requirements for equipment specified or indicated on the drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on the electrical drawings, the Contractor shall make all adjustments to wire and conduit size, controls, over current protection and installation as required to accommodate the equipment supplied, without additional charge to the Owner. The complete responsibility and costs for such adjustments shall be assigned to the respective section of this specification under which the equipment is furnished.

### 2.2 MATERIALS

- A. All similar materials and equipment shall be the product of the same manufacturer.
- B. Where no specific material, apparatus or appliance is mentioned, any first-class product made by a reputable manufacturer may be used, providing it conforms to the contract requirements and meets the approval of the Architect.
- C. Material and equipment shall be the standard products of manufacturers regularly engaged in the productions of such material and shall be the manufacturer's current and standard design.
- D. Altitude: Equipment affected by altitude shall perform satisfactorily for the function intended at an altitude of the project site.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Fabrication, erection and installation of the complete electrical system shall be done in a first class workmanlike manner by qualified personnel experienced in such work and shall proceed in an orderly manner so as not to hold up progress of the project. The Electrical Contractor shall check all areas and surfaces where electrical equipment material is to be installed, removed or relocated and report any unsatisfactory conditions before starting work. Commencement of work signifies this Contractor's acceptance of existing conditions. In the acceptance or rejection of the finished installation, no allowance will be made for lack of skill on the part of workmen.

### 3.2 TEMPORARY POWER AND LIGHTING

- A. Furnish and install all temporary electrical facilities required for construction and safety operations.

### 3.3 PERFORMANCE TESTS

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- A. Thoroughly test all fixtures, services and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. All equipment, appliances, and devices shall be operated under load conditions.

3.4 AS-BUILT DRAWINGS

- A. During progress of the work, maintain an accurate record of the installation of the system, locating each circuit precisely by dimension. Upon completion of the installation, transfer all record data to blue line prints of the original drawings.

3.5 OPERATING INSTRUCTIONS AND MANUALS

- A. Instructions: Without additional charge to the Owner, furnish competent instruction to the Owner in the care, adjustment and operation of all parts of the electrical equipment and systems.
- B. Manuals: Upon completion of the work, prepare and deliver to the Owner three (3) sets of complete operating and maintenance manuals for the systems and major equipment installed. Include catalog data, shop drawings, wiring diagrams, performance curves and rating data, spare parts lists and manufacturer's operating and maintenance data.
- C. Other: The above requirements are in addition to specific instructions and manuals specified for individual systems or equipment.

3.6 DRAWINGS

- A. General: The electrical drawings show the general arrangement of all conduit, equipment, etc. and shall be followed as closely as actual building construction and the work of other trades will permit. Because of the small scale of the electrical drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. The contractor shall investigate the structural and finish conditions affecting the work and shall arrange his work accordingly, providing such fittings, elbow, pullboxes, and accessories as may be required to meet such conditions.
- B. Field Measurements: The Contractor shall verify the dimensions governing the electrical work at the building. No extra compensation shall be claimed or allowed on account of differences between actual dimensions and those indicated on the drawings.

3.7 LOCATION OF EQUIPMENT AND OUTLETS

- A. The approximate locations of cabinets, panelboards, wiring, power outlets, etc., are indicated on the drawings; however, they are not intended to give complete and accurate information. Determine the exact location after thoroughly examining the general building plans and by actual measurements during construction, subject to the approval of the Architect.

### 3.8 ELECTRICAL INSTALLATIONS

- A. Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
1. Coordinate electrical systems, equipment, and materials installation with other building components.
  2. Verify all dimensions by field measurements.
  3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
  4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
  5. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
  6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
  7. Coordinate connection of electrical systems with existing utilities and services. Comply with other governing regulations.
  8. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Architect.
  9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
  10. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
  11. Install access panel or doors where units are concealed behind finished surfaces. Access panels and doors are specified in other sections of these specifications.
  12. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

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3.9 WARRANTY

- A. Deliver originals of all guarantees and warranties on this portion of the work to the Owner. Warrant all equipment, materials and workmanship for one year in accordance with the terms of this Contract.

END OF SECTION

SECTION 260519 – LOW VOLTAGE CONDUCTORS

PART 1 - GENERAL

1.1 CONFORMANCE

- A. Conform with applicable provisions of the General Conditions, Special Provisions, and General Requirements.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Section 260010, General Provisions; Section 260526, Grounding.

PART 2 - PRODUCTS

2.1 WIRES AND CABLES (600 VOLTS)

- A. Type: Conform to the applicable UL and IPCEA Standards for the use intended. Copper conductors with 600 volts insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 or larger where elsewhere specified or noted on the drawings.
- B. Use of aluminum conductors will not be permitted.
- C. Insulation: Type THHN insulation, 75 degrees C, for all conductors otherwise specified or noted on the drawings. 90 degrees C minimum insulation within fixture wireways of fluorescent fixtures. All control conductors shall be THHN stranded or MTW.
- D. Size: No. 14 minimum for controls and No. 12 minimum for lighting and convenience outlets, etc. unless otherwise specified or noted on the drawings. Not less than NEC requirements for the system to be installed. If the equipment to be installed required larger conductor and conduit sizes than indicated on the drawings, the required changes shall be made without additional charge to the Owner.
- E. Color Coding: Phase, neutral, and ground conductors color-coded in accordance with NEC. Connect all conductors of the same color to the same phase conductor. Color coding shall be A-black, B-red, C-blue, N-white, for 120/208 volts and A-brown, B-orange, C-yellow, N-off white for 277/480 volts, with green for all ground conductors. Conductors No. 14, 12 and 10 shall be solid color compounded for entire length.

2.2 CONNECTORS AND LUGS

- A. For Copper Conductors No. 6 and Smaller: 3M Scotch-Lok or T & B Sta-Kon compression or indent type connectors with integral or separate insulating caps.

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- B. For Copper Conductors Larger than No. 6: Solderless, indent, hex screw or bolt type pressure conductors, properly taped or insulated.

### 2.3 TAPE

- A. Plastic tape: 8.5 mils minimum thickness, 1,000,000 megohms minimum insulation resistance, oil resistant vinyl backing, oil resistant acrylic adhesive, incapable of supporting combustion per ASTM D-568 Test Method B.

## PART 3 - EXECUTION

### 3.1 SPLICES

- A. (480 Volts and Under): Conductor lengths shall be continuous from termination to termination without splices unless approved by the Owner.

### 3.2 PULL WIRES

- A. In each empty conduit, except underground conduits, install a No. 14 galvanized steel pull wire or a plastic line having a tensile strength of not less than 200 pounds. In each empty underground conduit install a No. 10 AWG bare, hard drawn copper or copper clad pull wire or a plastic line having a tensile strength of no less than 200 pounds.

### 3.3 IN RACEWAYS

- A. Install conductors in rigid conduit. EMT or flexible metallic conduit, unless otherwise specified or noted on the drawings.

### 3.4 CABLE BENDS

- A. Radius of ends not less than 10 times the outer diameter of the cable.

### 3.5 BUNDLING

- A. Conductors No. 10 and smaller shall be neatly and securely bundled and conductors larger than No. 10 shall be neatly and securely cabled in individual circuits, utilizing marlin twine, two ply lacing or nylon straps.

### 3.6 CONDUCTOR PULL

- A. Conductors shall not be pulled into conduits until after all plastering or concrete work is completed and all conduits in which moisture has collected have been swabbed out.

### 3.7 CONNECTORS AND LUGS

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- A. Install with manufacturer's recommended tools and with the type and quantity of deformations recommended by manufacturer.

3.8 LABELING

- A. All conductors and neutrals shall be tagged in every junction box and cabinet with wrap around, stick-on labels or pre-marked nylon clip sleeves identifying panel and circuit number.

END OF SECTION



## SECTION 26 0526 - GROUNDING

### PART 1 - GENERAL

#### 1.1 RELATED WORK IN OTHER SECTIONS

- A. Section 16010, General Provisions; Section 16110, Raceways, Boxes and Fittings; Section 16120, Conductors; Section 16140, Wiring Devices and Plates; Section 16160, Panelboard.

### PART 2 - PRODUCTS

#### 2.1 GROUNDING SYSTEM

- A. Materials, equipment and devices related to the grounding system are specified under other sections of these specifications.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Install two separate grounding systems: a service grounding system and an equipment grounding system. The service equipment, conduit systems, supports, cabinets, equipment, and neutral conductor shall be grounded in accordance with the minimum code requirements and as further indicated on the drawings or specified. Connect the two grounding systems together only at the main service equipment and at the secondary terminals of transformers creating separately derived distribution systems such as dry-type transformers.

#### 3.2 SERVICE GROUNDING SYSTEM

- A. General: The service grounding system is provided for the AC service neutral ground. Current return conductors, such as neutrals of the service entrance, feeder circuits and branch circuits, shall not be used for equipment grounding. Care must be exercised to insure that neutral bars are not bonded to the enclosures of panelboards, etc., which are not part of the main service equipment. Except for separately derived systems, the neutral conductors shall be grounded only in the main service equipment.
- B. Common Ground Point: Establish one common ground point in the main service equipment by interconnecting the insulated neutral bus (or bar), the uninsulated equipment ground bus (or bar), and service grounding electrode conductor.
- C. Neutral Disconnecting Means: Install a neutral disconnecting means in the main service equipment for disconnecting and isolating the neutral bus from the common ground. The disconnecting means may be disconnecting links in the interconnection between the insulated neutral and uninsulated equipment ground.

- D. Neutral Bars: Provide an insulated neutral bar, separate from the uninsulated equipment ground bar, in all panelboards, transformers, starters, disconnect switches, cabinets, etc., which have neutral connections.

### 3.3 EQUIPMENT GROUNDING SYSTEM

- A. General: Provide a complete equipment grounding system in accordance with the minimum code requirements and as further indicated on the drawings or specified. The equipment ground (green conductor) consists of metallic conditions to ground of non-current carrying metal parts of the wiring system or apparatus connected to the system. The primary purpose of equipment grounding is to provide greater safety by limiting the electrical potential between non-current carrying parts of the system to provide a low impedance path to ground for possible ground fault currents.
- B. Common Ground Point: Establish one common ground point as specified elsewhere in this section of the specifications for interconnection of the equipment grounding system and the service grounding electrode conductor.
- C. Service Equipment Enclosure: Bond the enclosure of the main service equipment to the uninsulated equipment ground bus (or bar) with a conductor or bar sized for 25% of the largest service overcurrent device.
- D. Ground Bar: Provide an uninsulated equipment ground bar, separate from any insulated neutral bar, in all switchboards, panelboards, transformers, motor control centers, starters, disconnect switches, cabinets, etc., for grounding the enclosure and for connecting other equipment ground conductors. The ground bar shall be an integrally mounted and braced bus bar in switchboards or a separately mounted bar adequately braced or bolted at the enclosure of other types of equipment. The ground bar shall be adequately braced or bolted to the enclosure after thoroughly cleaning both surfaces to assure good contact. Provide solderless pressure connectors for all conductor terminations. Number and size of pressure connectors on equipment grounding bars as required for the termination of equipment grounding conductors. In addition to the active circuits, provide pressure connectors for all three-phase spares and spaces.
- E. Conduits: Where metallic conduits terminate without mechanical connection to a metallic housing of electrical equipment by means of lock nut and bushings, provide ground bushing connected with a bare copper conductor to the ground bar in the electrical equipment. Metallic conduits containing ground wiring shall be bonded to the ground wire at both conduit entrance and exit. Install grounding conductor in each non metallic conduit or duct except those used for telephone, sound, or low-voltage signals and in all flexible conduit that does not have a built-in ground conductor. Bond the conductor at both ends to the equipment grounding system.
- F. Feeders and Branch Circuits: Provide a separate green insulated equipment grounding conductor for each single or three-phase feeder and each branch circuit with a three-phase protective device. Provide a separate green insulated equipment grounding conductor for single phase branch circuits where indicated on the drawings. Install the required grounding conductor in the common conduit or raceway with the related phase and/or neutral conductors and connect to the

box or cabinet grounding terminal. Where there are parallel feeders installed in more than one raceway, each raceway shall have a green insulated equipment ground conductor.

- G. Devices: Install a minimum No. 12 green insulated equipment bonding conductor from a grounding terminal in the respective outlet or junction box to the green ground terminal of all receptacles and through flexible conduit to all light fixture housings.
- H. Motors: Install a separate green insulated equipment bonding conductor from the equipment ground bar in the motor control center of separate starter through the conduit and flexible conduit to the ground terminal in the connection box mounted on the motor. Install the grounding conductor in the common conduit or raceway with the related motor circuit conductors.

### 3.4 SEPARATELY DERIVED SYSTEMS

- A. Transformers creating separately derived distribution systems, such as dry-type transformers, shall utilize the equipment ground bars in the transformer enclosure for both secondary equipment ground and secondary neutral ground with separate grounding conductor extended to an approved ground electrode.

### 3.5 GROUNDING ELECTRODES

- A. The service ground electrodes shall be utilized. One shall be the main cold water metallic water piping system and the other shall be a made electrode consisting of not less than twenty feet of bare copper conductor encased along the bottom of a concrete foundation footing which is in direct contact with the earth (NEC 250-83a). Make the connections to the cold water pipe inside the building at the point of entrance. The grounding electrode for separately derived systems shall be approved for this application.

### 3.6 GROUNDING CONDUCTORS

- A. The grounding conductors for both service ground electrodes shall be insulated or bare copper, sized in accordance with NEC 250-94(a), including the conductor for the made electrode. The conductors shall be continuous without joint or splice and shall be installed in conduit with the conduit bonded to the conductor at each end. Install the conductor to permit the shortest and most direct path and terminate in the main service equipment on the common ground point. Equipment grounding conductors shall be green insulated conductors equivalent to the insulation on the associated phase conductor, but not less than Type TW. The equipment grounding conductor or straps shall be sized in accordance with NEC. Where one feeder serves a series of panelboards or transformers, the equipment grounding conductor shall be continuous without splices. Grounding conductors shall not be installed through metal-sheathed holes. All connections shall be available for inspection and maintenance.

### 3.7 GROUND CONNECTIONS

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- A. Clean surfaces thoroughly before applying ground lugs or clamps. If surface is coated the coating must be removed down to the bare metal. After the coating has been removed, apply a non-corrosive approved compound to cleaned surface and install lugs or clamps. Where galvanizing is removed from metal, it shall be painted or touched up with "Galvanox", or equal.

3.8 TESTS

- A. Test the completed grounding system with a meggar at the service ground bar and submit a written report to the Architect for approval. The service shall not be energized if the test shows more than 5 ohms, unless approved by the Engineer.

END OF SECTION

SECTION 26 05 33 - RACEWAYS, BOXES, AND FITTINGS

PART 1 - GENERAL

1.1 CONFORMANCE

- A. Conform with applicable provisions of the General Conditions, Special Provisions and General Requirements.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Section 26 00 10, General Provisions; Section 26 05 26, Grounding.

PART 2 - PRODUCTS

2.1 CONDUITS

- A. Steel Conduit: Rigid, threaded, thick wall, zinc coated on the outside and either zinc coated or coated with an approved corrosion resistant coating on the inside.
- B. Electrical Metallic Tubing (EMT): Mild steel, zinc coated on the outside and either zinc coated or coated with an approved corrosion resistant coating on the inside. Maximum, size 2 inch electrical trade size unless noted on the drawings or specifically approved.
- C. Intermediate Metal Conduit (IMC): Rigid, threaded, lightweight steel, zinc-coated on the outside and either zinc-coated or coated with an approved corrosion resistant coating on the inside.
- D. Flexible Conduit: Commercial greenfield, galvanized steel, with a separate grounding bond wire installed in the conduit in addition to other wires.
- E. Liquid Tight Flexible Conduit: Flexible galvanized steel tubing with extruded liquid tight PVC outer jacket and a continuous copper bonding conductor wound spirally between the convolutions. Where a separate grounding conductor is installed in the conduit, bonding conductor in the convolutions may be omitted.
- F. Plastic coated rigid steel conduit shall be hot galvanized steel conduit with a coating of polyvinyl chloride, minimum 15 mills (0.015), on the exterior surfaces, shall have an approved corrosion resistant coat inside and shall be Pittsburgh, J & L, Republic or approved equal.
- G. Rigid Non-Metallic Conduit: Schedule 40, high impact PVC with 7,000 psi tensile strength at 73.4 F., 11,000 psi flexural strength, 8,600 psi compression strength, approved for 90 C. conductors. Carlon, Triangle, or approved equal.
- H. Aluminum Conduit: Rigid, threaded, thick wall type, approved for the application.
- I. Conduit Size: Minimum conduit size 1/2 inch except where specifically approved for equipment

connections. Sizes not noted on drawings shall be as required by the NEC. All home runs to panel shall be 3/4 inch minimum. Conduits for #12 THHN wire shall be sized the same as for #12 TW wire.

## 2.2 CONDUIT FITTINGS

- A. Connectors and Couplings: Compression type threadless fittings for rigid steel conduit or IMC not permitted. Set screw type fittings for rigid aluminum conduit not permitted. EMT couplings and connectors either steel or malleable iron only. "Concrete Tight" or "Rain Tight" and either the gland and ring compression type or the stainless steel multiple point locking type. Connectors to have insulated throats. EMT fittings using set screws or indentations as a means of attachment are not permitted.
- B. Bushings: Insulated type, designed to prevent abrasion of wires without impairing the continuity of the conduit grounding system, for rigid steel conduit, IMC and rigid aluminum conduit larger than 1/2 inch size and connectors for EMT.
- C. Rigid Steel Conduit, IMC and EMT Fittings: Iron or steel only.
- D. Liquid Tight Flexible Conduit Fittings: With threaded grounding cone, a steel, nylon or equal plastic compression ring and a gland for tightening. Either steel or malleable iron only with insulated throats and male thread and locknut or male bushing with or without "O" ring seat. Each connector shall provide a low resistance ground connection between the flexible conduit and the outlet box, conduit or other equipment to which it is connected.
- E. Rigid Aluminum Conduit Fittings: Malleable iron, steel or aluminum alloy. Ferrous fittings zinc coated or cadmium plated. Aluminum alloy fittings shall conform with the characteristics defined by UL for aluminum rigid metallic conduit and shall not contain more than 0.04 percent copper.
- F. Flexible Conduit Fittings (Commercial Greenfield): Either steel or malleable iron only, with insulated throats.
- G. Fittings for PVC Coated Rigid Steel Conduit: Ells and couplings used with PVC coated rigid steel conduit shall have a factory applied coating of polyvinyl chloride, minimum 15 mills (0.015) on exterior surfaces and shall have a PVC sleeve extruded a minimum of 2" from one end of the fitting.

## 2.3 OUTLET BOXES

- A. Construction: Zinc coated or cadmium plated steel boxes of a class to satisfy the condition at each outlet except where unilet on conduit bodies are required. Knockout type with knockouts removed only where necessary to accommodate the conduit entering. Square cornered, straight sided gang boxes, 4 inch octagon concrete rings and 4 inch octagon hung ceiling boxes with bars may be folded type, one piece deep drawn type for all other boxes.
- B. Size: To accommodate the required number and sizes of conduits, wires and splices in accordance with NEC requirements, but not smaller than size shown or specified. Standard concrete type boxes not to exceed 6 inches deep except where necessary to permit entrance of conduits into side of boxes without interference with reinforcing bars. Special purpose boxes shall be sized for the

device or application indicated.

## 2.4 PULLBOXES

- A. Minimum NEC requirements unless larger box is noted. As specified for outlet boxes with blank cover for pullboxes with internal volume not more than 150 cubic inches. As specified for cabinets for pullboxes with internal volume over 150 cubic inches, except covers to have same thickness as box with corrosion resistant screw or bolt attachment.

## PART 3 - EXECUTION

### 3.1 CONDUIT INSTALLATIONS

- A. Conduit Systems: Rigid Steel conduit, IMC, EMT, or Rigid Non-Metallic conduit unless noted. Install steel conduits for underground runs, runs in concrete feeder circuits and where required by the NEC for mechanical protection, etc. Use flexible conduit only for motor or equipment connections and then only to the extent of minimum lengths required for connections. Install flexible conduit connections at all resilient mounted equipment. Provide liquid tight flexible conduit in exterior, wet or damp locations and for connections to the pipe mechanical system. Aluminum conduit may be used only in dry locations above ground in sizes two inch or larger for power and communications systems. Conduit and tubing shall be kept at least 6 inches from paralleled runs or hot water or steam pipes.
- B. Conduit Installation: Install concealed conduit and EMT in as direct lines as possible. Install exposed conduits and EMT parallel to or at right angles to the lines of the building. Right angle bends in exposed conduit and EMT runs shall be made with standard elbows, screw jointed conduit fittings or conduit bent to radius no less than those of standard elbows.
- C. Concealed Conduits: Install conduit systems concealed where possible unless otherwise noted. Conduit systems may be exposed in unfinished utility areas, ceiling cavities and where specifically approved by the Architect.
- D. Conduit in Concrete: Conduits shall not be installed in floor slabs poured on grade. Rigid steel conduit may be embedded in above grade concrete providing the outside diameter does not exceed 1/3 thickness of concrete slab, wall or beam, is located entirely within the center third of the member and lateral spacing of conduits is not less than 3 diameters. Aluminum conduit shall not be embedded in concrete or masonry.
- E. Conduit in Ground: PVC plastic coated rigid steel conduit shall be installed for all underground feeders and in all locations where conduit is in contact with dirt, soil, fill or earth. All fittings, couplings, ells, etc., used with conduit shall have same factory applied PC coating.
  - 1. At his option, Contractor may substitute Schedule 40 rigid non-metallic conduit for PVC plastic coated rigid steel conduit, where allowed by the Code enforcing Authority.

Installations and use of rigid non-metallic conduit shall comply with the NEC. An equipment grounding conductor, in accordance with NEC, shall be installed in all non-metallic conduits. All conduit sizes, shown on the plans, shall be increased to accommodate the installation of the equipment grounding conductor. All joints shall be made with solvent cement per manufacturer's recommendations and shall be watertight. Plastic conduit runs stubbing up to above grade junction boxes or conduit by installing a female adapter, 90 degree PVC coated rigid steel elbow and a PVC coated rigid steel nipple of length as required to stub conduit up. No plastic conduit shall be installed above grade. Plastic conduit shall be used for straight runs only. PVC coated rigid steel conduit shall be used for all bends, ells and offsets.

- F. Conduit Bends: In any conduit or EMT run, the number of quarter bends or equivalent between terminations at cabinets or boxes shall not exceed four bends for conduits up to 1 1/4 inch, three bends for 1 1/2 to 2 1/2 inch conduits and two bends for 3 to 4 inch conduits. Conduit runs between cabinets or boxes shall not exceed 200 feet for straight runs nor 100 feet for runs with maximum number of bends. Bends in telephone feeder conduits shall be long radius.
- G. Conduit Openings: Protect all vertical runs of conduits or EMT terminating in the bottoms of boxes or cabinets, etc., from the entrance of foreign material prior to installation of conductors.
- H. Sleeves for Conduit: Install sleeves for conduit where shown or as required. Conduit sleeves not used shall be plugged with recessed type plugs. Sleeve all conduit passing through walls. Sleeves that are used shall be caulked tight with lead yarn.

### 3.2 CONDUIT SUPPORTS

- A. Supports: Provide supports for horizontal conduits and EMT not more than 8 feet apart with not less than two supports for each 10 foot straight length and one support near each elbow or bend including runs above suspended ceilings and within 3 feet of all junction boxes, switches, fittings, etc.
- B. Strap: Install one hole pipe straps on conduits 1 1/2 inch or smaller. Install individual pipe hangers for conduits larger than 1 1/2 inch. Spring steel fasteners with hanger rods may be used in dry locations in lieu of pipe straps.
- C. Trapezes: Install multiple (trapeze) pipe hangers where two or more horizontal conduits or EMT run parallel and at the same elevation. Secure each conduit or EMT to the horizontal hanger member by a U-bolt, one hole strap or other specially designed and approved fastener.
- D. Hanger Rods: Install 1/4 inch diameter or larger galvanized steel rods for trapezes, spring steel fasteners, clips or clamps. Wire or perforated strapping shall not be used for the support of any conduit or EMT.
- E. Fastening: Fasten pipe straps and hanger rods to concrete by means of inserts or expansion bolts to brickwork by means of expansion bolts and to hollow masonry by means of toggle bolts. Wooden plugs and shield shall not be used. Power driven fasteners may be used to attach pipe straps and hanger rods to concrete only where approved by the Architect.
- F. All conduits not embedded in concrete shall be firmly secured by means of pipe clamps, hangers, etc., equal to Caddy fasteners of ERICO Products, Inc. Wire wrapped around conduits and



supporting members will not be accepted.

### 3.3 CONDUIT STUB-UPS

- A. All conduits run under floor shall be stubbed up to a coupling set flush with floor. This includes conduits stubbed up in walls and feeder conduits. Install flush plug until after floor is finished, then complete connections to boxes or equipment.

### 3.4 OUTLET BOXES

- A. Outlet boxes, covers and fittings, according to the particular use for which they are required, shall be provided in the locations marked on the drawings by symbols, and/or for use to facilitate the installation of the electrical systems. When necessary, outlets shall be relocated so that where fixtures of other fittings are installed they will be symmetrically located according to the room layout and will not interfere with other work or equipment required by the drawings and these specifications.
- B. Installation: Unless otherwise specified or shown on the drawings, outlet boxes shall be flush mounted and the front edges of the boxes or plaster covers shall be flush with the finished wall or ceiling line or if installed in walls and ceilings of incombustible construction, not more than 1/4 inch back of same. Mount boxes with the long axes of devices vertical, unless otherwise specified. Boxes in plastered walls and ceilings shall be provided with plastic covers. A multiple of box extensions and/or covers will not be permitted. Install in a rigid and satisfactory manner with suitable metal bar hangers, box cleats, adjustable box hangers, etc. Use wood screws on wood, expansion shields on masonry and machine screws on steel work.

### 3.5 PULLBOXES

- A. Provide additional pullboxes wherever necessary to meet requirements for maximum length of conduit runs and maximum numbers of bends as specified under "Conduit and Fittings".

### 3.6 FLOOR BOXES

- A. Install level with top covers adjusted flush with finished floor or floor tile.

### 3.7 FIXTURE CONNECTIONS

- A. Recessed or surface light fixtures in lay-in or accessible ceilings shall be connected with minimum 1/2 inch flexible metallic conduit, 4 to 6 feet long with grounding provisions.

### 3.8 CLOSING OF OPENINGS

- A. Wherever slots, sleeves, or other openings are provided in floors or walls for the passage of conduits or other forms of raceway, such openings, if unused, or the spaces left in such openings, shall be filled or closed in a manner approved by the Architect.

### 3.9 IDENTIFICATION

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- A. Refer to Section 260553 for identification requirements for raceways and boxes.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED WORK IN OTHER SECTIONS

- A. Section 26 00 10, General Electrical Requirements; Section 26 05 26, Grounding.

1.2 SUBMITTALS

- A. Submit complete shop drawings with outline dimensions, descriptive literature and complete descriptions of the frame size, trip setting, class and interrupting rating of all overcurrent devices. Identify available space.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Dead front, safety type with voltage ratings as scheduled. Panelboards shall be of the type required for the short circuit and duty ratings indicated on the drawings or specified. All panelboards shall have a neutral bus and a ground bus. Panelboards shall be circuit breaker as scheduled, unless otherwise noted.
- B. Panels shall be Square "D", Siemens, Eaton Cutler-Hammer, GE or approved equal.

2.2 CABINETS

- A. Each panelboard shall be enclosed in a single sheet metal cabinet with front doors, catches, locks, etc.
- B. Door-In-Door: Both surface and flush panels shall be door-in-door. The door over the interior of the panel shall be provided with hinges and combined lock and latch. The outside door over the panel gutters shall have a hinge on one side and machine screws into threaded holes in the panelboard cabinet on the other three sides. In order to insure the rigidity of the outside door, surface type panels shall have a 1/2 inch deep lip bent over all around with the corners welded and ground; or, in the case of flush panels a steel angle frame equivalent in strength to the bent-over lip, shall be welded to the inside of the door. The outside door shall be of such size as to allow a minimum of 2 3/4 inches opening to all four sides of the wiring gutter. All locks shall be keyed alike.

2.3 BRANCH CIRCUIT PANELS

- A. All branch circuit panels for lighting and single phase loads shall be "Quick-lag" circuit breakers with 10,000 amps interrupting capacity, main lugs or main breaker as indicated on the drawings,

Socorro Rodeo Arena  
Socorro, New Mexico

"Door-In-Door" cover. Circuit breakers providing motor short circuit protection shall have trip elements sized to meet NEC requirements or equipment manufacturer's recommendations, whichever are smaller.

- B. Breakers: Molded case as scheduled or required. Provide quick make and quick break toggle mechanism, inverse time trip characteristics and trip free operation on overload or short circuit. Automatic tripping shall be indicated by a handle position between the manual OFF and ON position. Provide trip ratings as indicated in the panelboard schedules. Adjustable magnetic trip devices shall be set at the factory to the low trip setting. Provide breaker frame sizes as required for the continuous rating or the interrupting capacity, whichever is larger.
- C. Bolted Type: Circuit breaker current carrying connections to the bus shall be of the bolted type, factory assembled. Stab in type not permitted. Provide bus bars for three phase panelboards of the sequence phased type connection and arranged for 3 phase, 4 wire mains, unless otherwise indicated on the drawings.
- D. Space Only: Where "space only" is noted on the drawings, provide necessary connectors, mounting brackets, etc., for the future insertion of an overcurrent device. Spaces shall be sized for 100 amp straps minimum. The word "space" is intended to mean a space for a future branch circuit breaker, and will include connection straps rated at 100 amperes, minimum, holding brackets, and an identifying numbering unit, so that all that is necessary to convert it to an active circuit is installation of the circuit breaker.
- E. Directories: Provide typewritten circuit descriptions referencing permanent room numbering assigned in lieu of the room numbering shown on the drawings.
- F. Labels:
  - 1. Labels for identifying the breaker shall be engraved laminated plastic strips attached by screws or phenolic buttons or small window frame type.
  - 2. Labels for identifying the panel shall be engraved laminated plastic attached by screws. The nameplate shall identify the panel by name or designation, the voltage system, number of phases, number of wires, and the location of the overcurrent protective device (e.g. "PANEL LW - 120/208V, 3PH, 4W FED FROM MDS-2". Lettering shall be minimum 2" high white letters on black background.
- G. Skirts: Where noted on the drawings panelboards shall be skirted with complete metal enclosures and barriers separating the panel interior.

## 2.4 BUS BARS

- A. All bus bars shall be copper. Use of aluminum bus bars will not be permitted.

### PART 3 - EXECUTION

#### 3.1 CIRCUIT NUMBERING

- A. Circuit numbering shown on the drawings is based on pole position in the panelboard and not consecutive numbering.

#### 3.2 PHASE ROTATION

- A. Phase A, left bus; phase B, center bus; phase C, right bus (front viewing).

#### 3.3 CABLE TIE-WRAPPING AND TRAINING

- A. All branch circuit conductors within the panelboard shall be neatly tie-wrapped and trained - no exceptions. Utilize nylon cable wraps and group branch circuit conductors towards the rear of the panel interior. Other means of tie-wrapping branch circuit conductors will not be accepted (wire, string, or conductors).
- B. Label all branch circuits at the point of entry into the panelboard. Labels shall be nylon clip-on sleeve and shall identify the branch circuit conductor by the panelboard circuit number.

#### 3.4 CLEANING

- A. All panel interiors shall be cleaned of dirt and debris prior to energizing the panels.
- B. Clean all exposed panel surfaces of dirt and paint. Touch-up all scratches with matching paint.

END OF SECTION

SECTION 262726 - WIRING DEVICES AND PLATES

PART 1 - GENERAL

1.1 RELATED WORK IN OTHER SECTIONS

- A. Section 26 00 10 General Provisions; Section 26 05 26, Grounding.

PART 2 - PRODUCTS

2.1 SNAP SWITCHES

- A. Unless otherwise specified, each snap switch (flush tumbler-toggle) shall be of the A.C. General use type for mounting in a single gang spacing, fully rated 20 amperes minimum at 120/277 volts, conforming to minimum requirements of the latest revision of the Underwriter's Laboratories, Inc., UL 20 Fifth Edition Standard Snap Switches and further requirements herein specified. Specification grade, heavy duty, single pole, 3-way or 4-way, of the maintained, momentary or lock type as indicated on the drawings. Ivory color handles unless otherwise indicated on the drawings. Silver or silver alloy contacts. A.C. 120/277 volt general use snap switches shall be capable of withstanding tests as outlined in NEMA Publications and shall be as follows unless otherwise noted.

<u>20A 120/277 AC</u>	<u>HUBBELL</u>
1P	1221-I (Ivory)
3-WAY	1223-I (Ivory)
4-WAY	1224-I (Ivory)

2.2 RECEPTACLES

- A. General: Configuration and requirements for all connector or outlet receptacles shall be in accordance with NEMA Publications. Fire resistant, non-absorptive, hot welded, phenolic composition or equal bodies and bases with metal plaster ears (integral with the supporting member). Single or duplex as shown or noted on drawings. Ivory color unless otherwise noted on the drawings. Double grip contacts for each prong.
- B. Grounding Type: All receptacles shall be grounding type with a green colored hexagonal equipment ground screw of adequate size to accommodate an insulated grounding jumper (based on Table 250-95 of the NEC with minimum size No. 14 AWG). Grounding terminals of all receptacles shall be internally connected to the receptacle mounting yoke.

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Socorro, New Mexico

- C. Unless otherwise noted, receptacle shall be as follows:

<u>DEVICE</u>	<u>HUBBELL</u>
20A-125V AC 2P 3W	5362-I (Ivory)
15A-125V AC 2P 3W	5262-I (Ivory)

- D. Special: Receptacles for special applications shall be as indicated on the drawings.

2.3 DEVICE PLATES

- A. General: Provide plates for each switch, receptacle, signal and telephone outlet and special purpose outlet. Plates shall be stainless steel unless otherwise noted. Do not use sectional gang plates.
- B. Exposed: Plates for exposed screw jointed fittings shall match the fittings with edges of plates flush with edges of fittings. Heavy cadmium plates, steel with gasket. Plates for cast type boxes at locations subject to set or rain conditions shall be of the cast, vapor tight type. Provides hinged covers for devices.
- C. Communications: Plates for telephone and signal outlets shall each have a 3/8 inch bushed opening in the center. Wall plates for push button and buzzer outlets shall have openings to suit the push buttons and buzzers.

PART 3 - EXECUTION

3.1 DEVICE PLATES

- A. Install with alignment tolerance of one-sixteenth inch and all edges in continuous contact with wall surfaces.

END OF SECTION

## SECTION 265113 - LIGHTING EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED WORK IN OTHER SECTIONS

- A. Section 26 0010, General Electrical Requirements; Section 26 0526, Grounding.

#### 1.2 SUBMITTALS

- A. Submit for approval complete shop drawings, catalog cuts, special installation instructions, photometric data and descriptive literature. When fixtures are proposed for substitution and prior approval has not been issued, the submittal for approval shall include catalog cuts of both the specified and proposed fixtures.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. Furnish all lighting fixtures throughout the type indicated on the drawings, complete with LED lamping, sockets, wiring, fitters, hangers, plaster rings, canopies, etc., as required.

#### 2.2 LED FIXTURES

- A. All fixtures, ballasts, and supports shall be quiet in operation. Louvers, shields, reflectors and all sections of the channel structure shall be securely held in position. Fixtures shall not be mounted in such a way that ballast hum will be amplified or transmitted into work areas. Refer to the Fixture Schedule on the plans for LED fixture specifications.

#### 2.3 FINISH

- A. Bonderized or equal treatment on all steel parts prior to applying finish. Metal parts shall be aluminum, brass, copper, bronze, or steel, with baked white enamel finish unless otherwise noted on the drawings.

#### 2.4 CEILING TRIM

- A. Furnish proper ceiling frames for the ceiling material in which recessed fixtures are to be installed.

#### 2.5 HOUSING

- A. Not less than 20 gauge steel with baked white enamel finish applied over corrosion-resistant primer unless otherwise specifically approved.



### PART 3 - EXECUTION

#### 3.1 SUPPORTS

- A. Support ceiling fixtures by anchorage to the ceiling only where the ceiling is concrete or masonry units. For ceilings of other construction, anchor ceiling fixtures to metal supports provided for that purpose of suitable strength and stability, adequately attached to and supported by joists, trusses, or other structural members, unless other methods of support are specifically approved by the Architect. Lay-in fixtures shall be supported independently of the ceiling support system.

#### 3.2 SUSPENDED FIXTURES

- A. Provide swivel hangers to insure a plumb installation. For single unit suspended fluorescent fixtures provide tubings or stems for wiring at one point and a tubing or rod suspension provided for each unit of chassis. Provide 3/16 inch diameter rods minimum.

#### 3.3 CLEAN-UP

- A. At final inspection all fixtures and lighting equipment shall be in first class operating order, in perfect condition as to finish and free from defects, completely lamped, clean and free from dust, plaster or paint spots and complete with the required glassware, reflectors, side panels, louvers or other components necessary to complete the fixtures.

END OF SECTION

**Multi-Purpose State Building Application**

State of New Mexico Regulation and Licensing Department Construction Industries Division

Santa Fe 2550 Cerrillos Rd Santa Fe, NM 87505 Phone: (505) 476 - 4700 Fax: (505) 476 - 4685  
 Albuquerque 5500 San Antonio NE Albuquerque, NM 87109 (505) 222 - 9800 (505) 765 - 5670  
 Las Cruces 505 S. Main St. Ste. 118 Las Cruces, NM 88004 (575) 524 - 6320 (575) 524 - 6319

**Please check the appropriate type for which you are applying for:**

Building Review/Permit (includes electrical / mechanical / plumbing)  Trade Review Only  
 Residential  Commercial  Pre-Bid  Reroof  Electrical Review  Mechanical/Plumbing Review

**THE FOLLOWING INFORMATION MUST BE PROVIDED**

1300 Hwy 60 West Socorro, NM 87801 Socorro  
 Parcel No. and/or Project Address (must provide a physical address) Nearest City/Town/Village Zip Code County

GPS Coordinates optional X Coordinate Y Coordinate

**MUST provide written Directions**

Exit 147 (I-25) in Socorro to S. California Street, left on Hwy 60 (Spring Street), 2 miles on Hwy 60 to site

**Property Owner or Homeowner Information:**

City of Socorro (Lloyd Martinez) lmartinez@socorronm.  
 First Name Last Name E-mail address:  
111 School of Mines Rd Socorro NM 87801 (575) 650-0545 gov  
 Address No. & Street / PO Box / Rural Route City State Zip Code Phone

**Contractor Information (must provide proof of contract):**

Company Name \_\_\_\_\_ NM State License # and classification \_\_\_\_\_  
 Address No. & Street / PO Box / Rural Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Contact Information (Name) \_\_\_\_\_ Phone \_\_\_\_\_ E-mail address: \_\_\_\_\_

**Design Professional Information:**

A C Engineering Enterprises, LLC #6297  
 Company Name NM State License #  
120 A Tiso Dr SE ABQ NM 87108  
 Address No. & Street / PO Box / Rural Route City State  
Fred J. (Bud) Telck (505) 681-5401 bud@acnm.com  
 Contact Information (Name) Phone E-mail address:

Type of Construction  I  II  III  IV  V  A  B  
 Occupancy Group  A  B  E  F  H  I  M  R  S  U  
 Division  1  2  3  4  5  
 Square Footage: \_\_\_\_\_  
 Valuation / Sign Contract: \_\_\_\_\_ Fire Sprinklers Apply Y / N LP gas Appliance Apply Y / N  
 Energy Compliance  Prescriptive  Trade-off  Performance  Energy Code Not Applicable  
 Climate Zone:  1  2  3  4  5  6  7

**APPLICANT MUST READ AND SIGN THE FOLLOWING:** I hereby acknowledge by my signature below that I have read this application and state that the above is correct. I agree to comply with the requirements for the New Mexico Building Code. I waive my right to require any inspector to possess a search warrant before they enter the premises to inspect the building covered by this permit. However, I waive this right only on the following conditions: The inspector must be approved by the Construction Industries Division and this inspection must be made at reasonable times for purpose of determining whether the work of building or structure on the premises complies with the New Mexico Building Code. I understand that the issuance of this permit shall not prevent the Construction Industries Division from requiring compliance with the provisions of the New Mexico Building Code.

X Fred J. Telck signature 03-10-16 Date

**Official Use Only**

Date Issued: \_\_\_\_\_ Processed By: \_\_\_\_\_ Tracking Number: PRT\_2016006211  
 Received By: \_\_\_\_\_ Total Fees Due: \_\_\_\_\_  
 Walk In  Mail  E-Mail: \_\_\_\_\_ Partial Payment: \_\_\_\_\_  
 Paid By: \_\_\_\_\_ Balance Due: 48.00  
 Check  Money Order  Credit Card  Purchase Order

**PLANNING/ZONING APPROVED BY:** \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

**FLOOD PLAIN APPROVED BY:** \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL BUILDING APPROVED BY:** \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

**UPC/UMC APPROVED BY:** \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

**NEC APPROVED BY:** \_\_\_\_\_ Signature Jason Davis Date: 03/16/2016

S:\ACEE\2014\Projects\14-227 Socorro Rodeo Arena\Elec\ES-101.dwg

**ELECTRICAL APPROVED - JASON DAVIS**  
**Exceptions As Noted**  
Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any corrections or comments are subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site, fabrication processes and techniques of construction, coordination of his/her work with that of all the trades and the satisfactory performance of his/her work and all code requirements. All sections shall conform with the National Electrical Code and the State of New Mexico Electrical Code.  
03/16/2016 12:50:51 PM

**NOTE**  
ELECTRICAL CONTRACTOR MUST COMPLY WITH ALL 2014 NATIONAL ELECTRICAL / NEW MEXICO ELECTRICAL / NEW MEXICO ADMINISTRATIVE CODES

**NOTE**  
ALL SECTIONS OF THE NEW MEXICO ELECTRICAL CODE MUST BE COMPLIED WITH

ELECTRICAL DEVICE INSTALLATION SHALL COMPLY WITH ACCESSIBILITY CODES ADOPTED FOR NEW MEXICO ANSI 308.3 & 308.3 NMEC 14.10.4.13

OUTDOOR LIGHTING SHALL COMPLY WITH THE NIGHT SKY PROTECTION ACT FOR NEW MEXICO NMEC 14.10.4.14

ILLUMINATING SYSTEMS AND EQUIPMENT SHALL COMPLY WITH THE ENERGY CONSERVATION CODES FOR NEW MEXICO NMEC 14.10.4.16

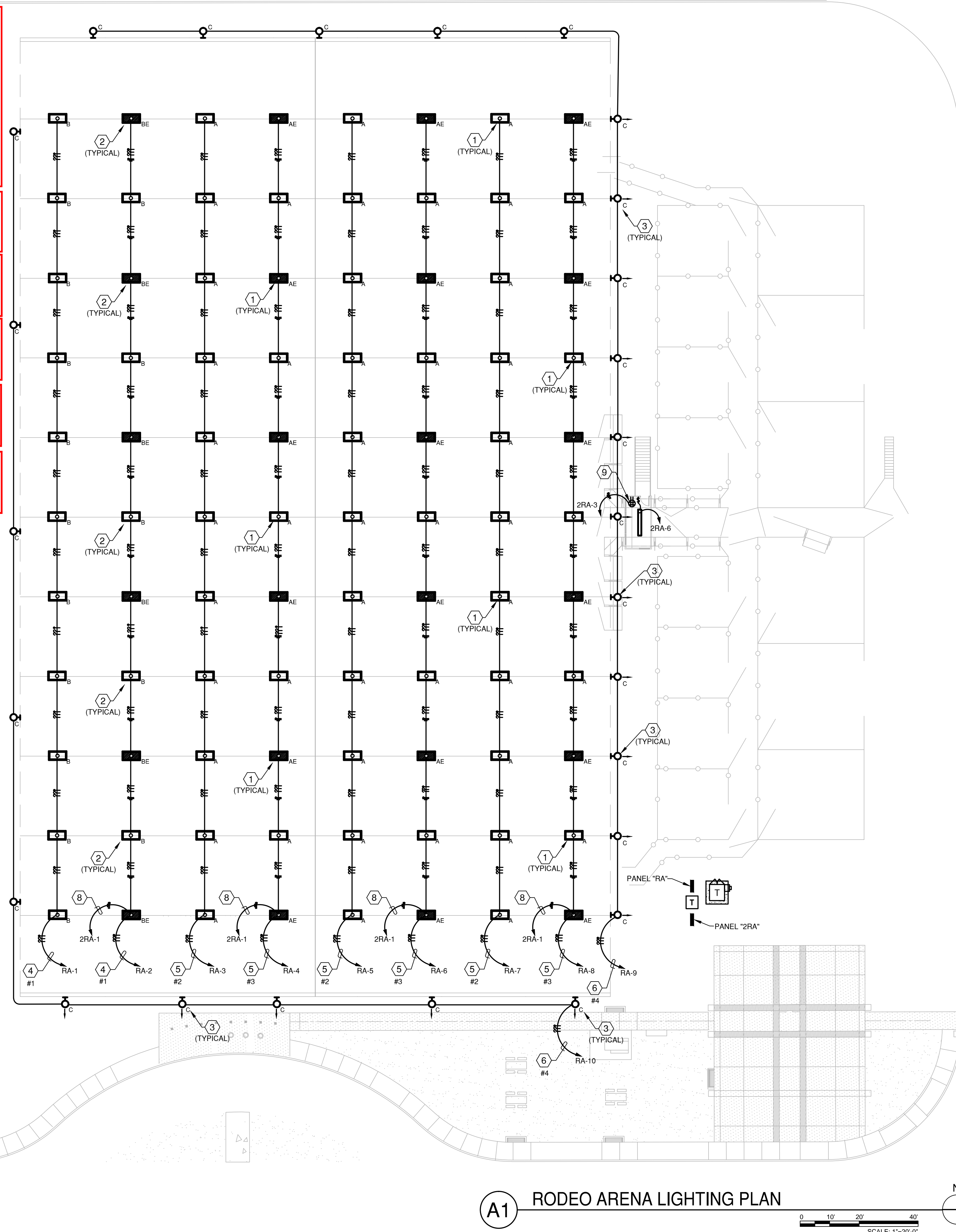
NMAC 14.5.1.8(A) - RESPONSIBILITY FOR COMPLIANCE: Every person who performs work in connection with the installation or repair of any building, structural, electrical, gas, mechanical or plumbing system regulated by the CID rules is responsible for complying with the CID rules.

NMAC 14.5.2.10(K)(3) - No permit for electrical work shall be issued for the addition to, or alteration of, wiring of an existing building unless the building as it will be wired conforms to the requirements of the code for new buildings, except that those portions of the existing wiring that have not been disturbed and are deemed safe by the inspector may remain in service.

NMAC 14.5.2.10(A)(4) - C.I.D. Approved Drawings Shall Be Available on Site Available at the Work Site for Inspection by the Building Official or Inspector

NEC 547 - Agricultural Buildings

NEC 518 - Assembly Occupancies



**A1 RODEO ARENA LIGHTING PLAN**  
SCALE: 1"=20'-0"

- ### KEYNOTES
- NEW TYPE "A" FIXTURE SHALL BE LITHONIA #IBL-48L-ND-SD125-HVOLT-LP840-LAH02ZU WITH TWO (2) #THUN TONG HANGER BRACKET AND #MS1360IMP, SIMILAR AND EQUAL. TYPE "AE" FIXTURE SHALL BE PROVIDED WITH #1242 EMERGENCY LED BATTERY PACK.
  - NEW TYPE "B" FIXTURE SHALL BE LITHONIA #IBL-24L-ND-SD125-HVOLT-LP840-LAH02ZU WITH TWO (2) #THUN TONG HANGER BRACKET AND #MS1360IMP, SIMILAR AND EQUAL. TYPE "BE" FIXTURE SHALL BE PROVIDED WITH #1242 EMERGENCY LED BATTERY PACK.
  - TYPE "C" FIXTURE SHALL BE LITHONIA #DSXF3LED-8-A530/40K-MFL-480-YKC62-DBXD, SIMILAR AND EQUAL.
  - EXTEND LIGHTING BRANCH CIRCUIT TO CONTACTOR #1 FOR BLEACHER SEATING LIGHTING CONTROL.
  - EXTEND LIGHTING BRANCH CIRCUIT TO CONTACTOR #2 OR #3 AS INDICATED FOR ARENA LIGHTING CONTROL.
  - EXTEND LIGHTING BRANCH CIRCUIT TO CONTACTOR #3 FOR CONCESSION AND PEN LIGHTING CONTROL.
  - PROVIDE FOUR (4) ELECTRICALLY HELD LIGHTING CONTACTORS. CONTACTOR #1 SHALL BE 30A/4P FOR THE BLEACHERS, CONTACTORS #2 AND #3 SHALL EACH BE 30A/6P EACH FOR THE ARENA, AND CONTACTOR #4 SHALL BE 30A/4P FOR THE CONCESSION AND PENS.
  - EXTEND 120V CIRCUIT TO PANEL "2RA" FOR EMERGENCY LIGHTING AND CONNECT TO 20A/1P CIRCUIT BREAKER. PROVIDE MINIMUM #10 THHN/THWN (CU) CONDUCTORS THROUGHOUT THE EMERGENCY LIGHTING BRANCH CIRCUIT.

### PANEL SCHEDULE

DESCRIPTION	LOAD	TYPE	BRKR	P	CKT	PH	CKT	P	BRKR	TYPE	LOAD	DESCRIPTION
LIGHTS - BLEACHERS	2178	L	20A/2P	2	1	A	2	2	20A/2P	L	2178	LIGHTS - BLEACHERS
LIGHTS - ARENA	2640	L	20A/2P	2	3	C	4	2	20A/2P	L	2640	LIGHTS - ARENA
LIGHTS - RETAIL SALES 102	2640	L	20A/2P	2	5	B	6	2	20A/2P	L	2640	LIGHTS - ARENA
LIGHTS - ARENA	2640	L	20A/2P	2	7	A	8	2	20A/2P	L	2640	LIGHTS - ARENA
LIGHTS - RETAIL SALES 102	2640	L	20A/2P	2	9	C	10	2	20A/2P	L	2640	LIGHTS - ARENA
LIGHTS - PENS	814	L	20A/2P	2	11	B	12	2	20A/2P	L	370	LIGHTS - CONCESSIONS
SPARE												SPARE
SUB-FEED PANEL "2RA"	3120	P	100A/3P	3	13	A	14	3	20A/3P	A	1496	BIG ASS FANS
	3120	P								A	1496	

LOAD SUMMARY	TOTAL	DEMAND FACTOR	ESTIMATED MAX DEMAND	CONNECTED PHASE LOADS	EST. MAX. DEM.
P-PANELS	0.4	1.00	0.4	PHASE A: 20716.0	65.7 KVA
L-LIGHTING	42.8	1.25	53.5	PHASE B: 19532.0	0.0 KVA
R-RECEPTACLES	0.0	0.50	0.0	PHASE C: 16360.0	65.7 KVA
A-APPLIANCES	4.5	0.65	2.9	56608.0 KVA	1.00
M-MOTORS	0.0	1.00	0.0		EST. MAX. DEM.
0-SPARE	0.0		0.0		79.1 AMPS
<b>TOTAL</b>	<b>56.6 KVA</b>		<b>65.7 KVA</b>		

### LOAD SUMMARY - 277/480V - 3PH - 4W

LOAD - PANEL "RA"	CONNECTED LOAD	DEMAND LOAD
LIGHTING	42.8 KW	53.5 KW
RECEPTACLES	25.0 KW	17.5 KW
<b>TOTAL</b>	<b>67.8 KW</b>	<b>70.0KW - 84 AMPERES</b>

PROVIDE NEW 200A SERVICE ADEQUATELY RATED FOR THE PROPOSED LOAD

### SHORT CIRCUIT CALCULATIONS

ASSUME 75KVA PAD MOUNT UTILITY TRANSFORMERS WITH UNLIMITED PRIMARY SCA. MAXIMUM AVAILABLE LET THRU CURRENT AT THE SECONDARY TERMINALS OF THE PAD MOUNT TRANSFORMERS = 7,813. MAXIMUM CALCULATED FAULT AT NEW PANEL "RA" = 7,115A. NEW PANEL "RA" SHALL BE PROVIDED WITH MINIMUM 14KAIR RATED CIRCUIT BREAKERS. NEW PANELS "2RA", "2RB", AND "2RC" SHALL BE PROVIDED WITH MINIMUM 10KAIR CIRCUIT BREAKERS.

NEC 410.10 - Luminaires in Specific Locations

NEC 410.36 - Luminaires - Means of Support

NEC 410.130(G) - Fluorescent Luminaires Disconnecting Means

NEC 404.9(B) - Grounding of Switches

NEC 210.5(C) - Identification for Branch Circuits Ungrounded Conductors

NMEC 110.21(A) - Marking - "480 VOLTS"

ELECTRICAL CONTRACTOR SHALL VERIFY AVAILABLE FAULT CURRENT CAPACITY RATING OF ALL EQUIPMENT & OVERCURRENT PROTECTION INSTALLED IN THIS SYSTEM TO VALIDATE APPROVAL OF NEW MEXICO STATE ELECTRICAL PLANS EXAMINER.

NEC 110.9 - Interrupting Rating

NEC 110.10 - Circuit Impedance, Short-Circuit Current Ratings, & Other Characteristics

NEC 110.24 - Available Fault Current Calculations Field Marking

**AC ENGINEERING ENTERPRISES, LLC**  
120 Aliso Drive, SE  
Albuquerque, New Mexico 87108  
Phone 505.842.5787  
Facsimile 505.842.5797

FREDERICK J. TELEX  
STATE OF NEW MEXICO  
PROFESSIONAL ENGINEER  
02/10/16  
ACTIVE

CONSULTANT

**SOCORRO RODEO ARENA**  
SOCORRO, NEW MEXICO 88201

MARK	DATE	DESCRIPTION
		ISSUE: CONSTRUCTION DOCUMENTS
	DATE:	02-10-16
	PROJECT NO:	14-227
	CAD DWG FILE:	ES-101.dwg
	DRAWN BY:	ACE
	CHECKED BY:	FJT

SHEET TITLE:  
**RODEO ARENA LIGHTING - NEW WORK PLAN**

**ES-101**

**NOTE**  
ELECTRICAL CONTRACTOR MUST COMPLY WITH ALL  
2014 NATIONAL ELECTRICAL / NEW MEXICO  
ELECTRICAL / NEW MEXICO ADMINISTRATIVE CODES

**NOTE**  
ALL SECTIONS OF THE  
NEW MEXICO ELECTRICAL CODE MUST  
BE COMPLIED WITH

ELECTRICAL DEVICE INSTALLATION SHALL  
COMPLY WITH ACCESSIBILITY CODES ADOPTED  
FOR NEW MEXICO  
ANSI 308.3 & 308.3  
NMEC 14.10.4.13

OUTDOOR LIGHTING SHALL COMPLY WITH THE  
NIGHT SKY PROTECTION ACT FOR NEW MEXICO  
NMEC 14.10.4.14

ILLUMINATING SYSTEMS AND EQUIPMENT SHALL  
COMPLY WITH THE ENERGY CONSERVATION  
CODES FOR NEW MEXICO  
NMEC 14.10.4.16

NMAC 14.5.1.8(A) - RESPONSIBILITY FOR COMPLIANCE:  
Every person who performs work in connection with the  
installation or repair of any building, structural, electrical,  
gas, mechanical or plumbing system regulated by the CID  
rules is responsible for complying with the CID rules.

NMAC 14.5.2.10(K)(3) - No permit for electrical work shall be  
issued for the addition to, or alteration of, wiring of an  
existing building unless the building as it will be wired  
conforms to the requirements of the code for new buildings,  
except that those portions of the existing wiring that have  
not been disturbed and are deemed safe by the inspector  
may remain in service.

NMAC 14.5.2.10(A)(4) - C.I.D. Approved Drawings  
Shall Be Available on Site Available at the Work  
Site for Inspection by the Building Official or  
Inspector

NEC 547 - Agricultural Buildings

NEC 518 - Assembly Occupancies

NEC and NMEC 110.26 - Spaces About Electrical  
Equipment

NEC 240.24 - Overcurrent Protection - Location In  
or On Premises

NEC 110.16 - Arc-Flash Hazard Warning

NEC 110.21 - Electrical Equipment Manufacturer's  
Marking

NEC 110.22(A) - Identification of Disconnecting  
Means

NEC 310.5(C) - Identification for Branch Circuits  
Ungrounded Conductors

NMEC 110.21(A) - Marking - "480 VOLTS"

NEC 408.4(A) - Circuit Directory / Circuit  
Identification

NEC 408.4(B) - Switchboards & Panelboards -  
Source of Supply - Field Identification Required

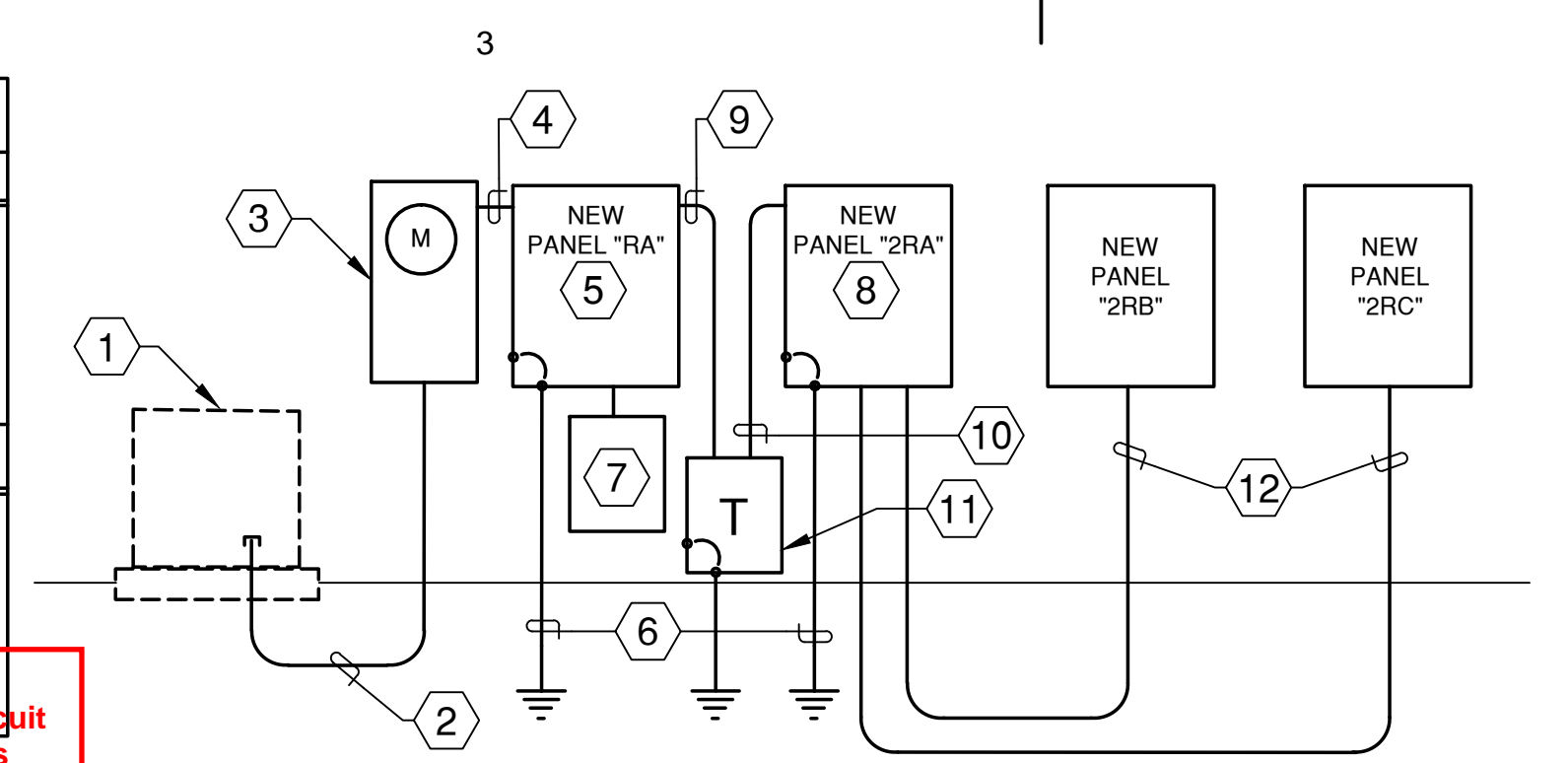
LOAD SUMMARY - 277/480V - 3PH - 4W

LOAD - PANEL "RA"	CONNECTED LOAD	DEMAND LOAD
LIGHTING	42.8 KW	53.5 KW
RECEPTACLES	25.0 KW	17.5 KW
TOTAL	67.8 KW	70.0 KW = 84 AMPERES

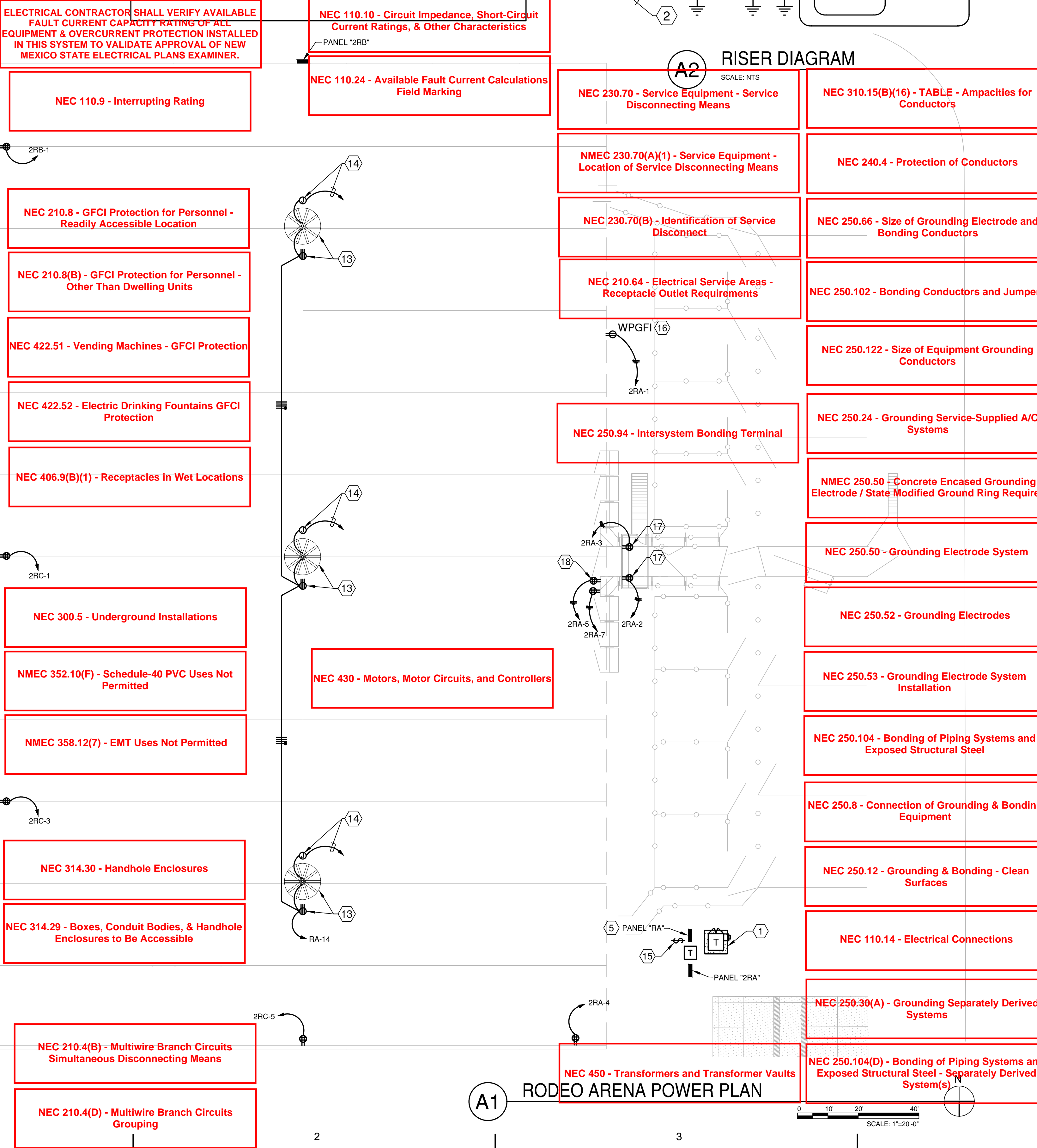
PROVIDE NEW 200A SERVICE ADEQUATELY RATED FOR THE PROPOSED DEMAND LOAD

SHORT CIRCUIT CALCULATIONS

ASSUME 75KVA PAD MOUNT UTILITY TRANSFORMERS WITH UNLIMITED PRIMARY SCA. MAXIMUM AVAILABLE LET THRU CURRENT AT THE SECONDARY TERMINALS OF THE PAD MOUNT TRANSFORMERS = 7.813. MAXIMUM CALCULATED FAULT AT NEW PANEL "RA" = 7,115A. NEW PANEL "RA" SHALL BE PROVIDED WITH MINIMUM 14KAIR RATED CIRCUIT BREAKERS. NEW PANELS "2RA", "2RB", AND "2RC" SHALL BE PROVIDED WITH MINIMUM 10KAIR CIRCUIT BREAKERS.



**A2 RISER DIAGRAM**  
SCALE: NTS



- ### KEYNOTES
- NEW SOCORRO ELECTRIC PAD MOUNT TRANSFORMER ON EXISTING CONCRETE PAD. PRIMARY BY SOCORRO ELECTRIC. COORDINATE WITH SOCORRO ELECTRIC AND COMPLY AS REQUIRED. TRANSFORMER WITH 277/480V, 3 PHASE, 4 WIRE SECONDARY SERVICE.
  - NEW SECONDARY SERVICE ENTRANCE CONDUCTORS, #4/0 THHN/THWN (CU) IN 2.5"C, MINIMUM 36" BELOW FINISH GRADE.
  - NEW 200A THREE PHASE METER SOCKET PER REQUIREMENTS OF COUNTY OF SOCORRO ELECTRIC. VERIFY REQUIREMENTS AND COMPLY AS REQUIRED. INSTALL ON UNISTRUT AND ANGLE IRON STAND.
  - NEW #4/0 THHN/THWN (CU) IN 2.5"C BETWEEN THE 200A METER SOCKET AND NEW PANEL.
  - NEW PANEL. REFER TO THE PANEL SCHEDULE. INSTALL ON UNISTRUT AND ANGLE IRON SUPPORT RACK.
  - NEW #1 #2 BSD (CU) SERVICE GROUND TO TWO (2) .75" X 10'-0" COPPER CLAD GROUND RODS PER NEC.
  - NEW LIGHTING CONTROL CABINET WITH ELECTRICALLY HELD LIGHTING CONTACTORS FOR CONTROL OF RODEO ARENA LIGHTING. PROVIDE FOUR (4) SWITCHES FOR CONTROL OF INDIVIDUAL CONTACTORS. REFER TO KEYNOTE 15.
  - NEW PANEL "2RA". INSTALL ON UNISTRUT AND ANGLE IRON SUPPORT RACK. REFER TO THE PANEL SCHEDULE THIS SHEET.
  - NEW FEEDER, #2 THHN/THWN (CU) + #8 THHN/THWN (CU) GR IN 1.25"C (480V, 3PH, 3W + GR).
  - NEW FEEDER #4/0 THHN/THWN (CU) + #2 THHN/THWN (CU) GR IN 2.5"C (120/208V, 3PH, 4W + GR).
  - NEW 75KVA DRY TYPE TRANSFORMER RATED 480V (DELTA 3PH)-208/120V, 3PH, 4W. PROVIDE WITH WEATHER SHIELDS AND INSTALL ON REINFORCED CONCRETE PAD.
  - NEW FEEDER, #2 THHN/THWN (CU) + #6 THHN/THWN (CU) GR IN 2"C, MINIMUM 36" BELOW FINISH GRADE.
  - BIG ASS FAN, OWNER FURNISHED AND CONTRACTOR INSTALLED. INSTALL AND MOUNT PER THE MANUFACTURERS RECOMMENDATIONS. PROVIDE RECEPTACLE AND 480V, 3PH, 3W CONNECTION. EXTEND 3#10 THHN/THWN (CU) + #1#10 THHN/THWN (CU) GR IN .75"C TO PANEL AS INDICATED.
  - PROVIDE ONE (1) 4PR CATEGORY 6 CABLE IN 1"C FROM THE BIG ASS FAN TO THE REMOTE CONTROLLER LOCATED ADJACENT TO PANEL "RA". VERIFY LOCATION WITH OWNER PRIOR TO ROUGH-IN.
  - INSTALL THREE (3) REMOTE BIG ASS FAN CONTROLLERS, OWNER FURNISHED AND CONTRACTOR INSTALLED, ADJACENT TO PANEL "RA". PROVIDE IN NEMA 3R ENCLOSURE. CONNECT PER THE MANUFACTURERS WIRING DIAGRAMS.

PANEL SCHEDULE

DESCRIPTION	LOAD	TYPE	BRKR	P	CKT	PH	CKT	P	BRKR	TYPE	LOAD	DESCRIPTION
RECEPTACLES	900	R	20A/1P	1	1	A	2	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	3	B	4	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	5	C	6	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	7	A	8	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	9	B	10	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	11	C	12	1	20A/1P	R	900	RECEPTACLES
SPARE				13	A	14	1	20A/1P				SPARE
SPARE				15	B	16	1	20A/1P				SPARE
SPARE				17	C	18	1	20A/1P				SPARE
SPARE				19	A	20	1	20A/1P				SPARE
SPARE				21	B	22	1	20A/1P				SPARE
SPARE				23	C	24	1	20A/1P				SPARE
SPARE				25	A	26	1	20A/1P				SPARE
SPARE				27	B	28	1	100A/3P				SPARE
SPARE				29	C	30	1	100A/3P				SPARE

LOAD SUMMARY  
TOTAL: 17.1 KVA  
DEMAND FACTOR: 1.00  
ESTIMATED MAX. DEMAND: 13.6 KVA  
CONNECTED PHASE LOADING: PHASE A: 6300.0, PHASE B: 6300.0, PHASE C: 4500.0  
EST. MAX. DEM. 13.6 KVA  
E.M.D. + SPARE: 0%  
POWER FACTOR: 1.00  
EST. MAX. DEM.: 16.3 AMPERS

PANEL SCHEDULE

DESCRIPTION	LOAD	TYPE	BRKR	P	CKT	PH	CKT	P	BRKR	TYPE	LOAD	DESCRIPTION
RECEPTACLES	900	R	20A/1P	1	1	A	2	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	3	B	4	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	5	C	6	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	7	A	8	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	9	B	10	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	11	C	12	1	20A/1P	R	900	RECEPTACLES
SPARE				13	A	14	1	20A/1P				SPARE
SPARE				15	B	16	1	20A/1P				SPARE
SPARE				17	C	18	1	20A/1P				SPARE
SPARE				19	A	20	1	20A/1P				SPARE
SPARE				21	B	22	1	20A/1P				SPARE
SPARE				23	C	24	1	20A/1P				SPARE
SPARE				25	A	26	1	20A/1P				SPARE
SPARE				27	B	28	1	20A/1P				SPARE
SPARE				29	C	30	1	20A/1P				SPARE

LOAD SUMMARY  
TOTAL: 3.6 KVA  
DEMAND FACTOR: 1.00  
ESTIMATED MAX. DEMAND: 3.6 KVA  
CONNECTED PHASE LOADING: PHASE A: 1800.0, PHASE B: 1800.0, PHASE C: 0.0  
EST. MAX. DEM. 3.6 KVA  
E.M.D. + SPARE: 0%  
POWER FACTOR: 1.00  
EST. MAX. DEM.: 10.0 AMPERS

PANEL SCHEDULE

DESCRIPTION	LOAD	TYPE	BRKR	P	CKT	PH	CKT	P	BRKR	TYPE	LOAD	DESCRIPTION
RECEPTACLES	900	R	20A/1P	1	1	A	2	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	3	B	4	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	5	C	6	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	7	A	8	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	9	B	10	1	20A/1P	R	900	RECEPTACLES
RECEPTACLES	900	R	20A/1P	1	11	C	12	1	20A/1P	R	900	RECEPTACLES
SPARE				13	A	14	1	20A/1P				SPARE
SPARE				15	B	16	1	20A/1P				SPARE
SPARE				17	C	18	1	20A/1P				SPARE
SPARE				19	A	20	1	20A/1P				SPARE
SPARE				21	B	22	1	20A/1P				SPARE
SPARE				23	C	24	1	20A/1P				SPARE
SPARE				25	A	26	1	20A/1P				SPARE
SPARE				27	B	28	1	20A/1P				SPARE
SPARE				29	C	30	1	20A/1P				SPARE

LOAD SUMMARY  
TOTAL: 3.6 KVA  
DEMAND FACTOR: 1.00  
ESTIMATED MAX. DEMAND: 3.6 KVA  
CONNECTED PHASE LOADING: PHASE A: 1800.0, PHASE B: 1800.0, PHASE C: 0.0  
EST. MAX. DEM. 3.6 KVA  
E.M.D. + SPARE: 0%  
POWER FACTOR: 1.00  
EST. MAX. DEM.: 10.0 AMPERS

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**FREDERICK J. TELIX**  
STATE OF NEW MEXICO  
REGISTERED PROFESSIONAL ENGINEER  
02/10/16  
ACTIVE  
PROFESSIONAL ENGINEER  
STATE OF NEW MEXICO LICENSE #10507

CONSULTANT

SOCORRO, NEW MEXICO 88201

MARK	DATE	DESCRIPTION
ISSUE:		CONSTRUCTION DOCUMENTS

DATE: 02-10-16  
PROJECT NO: 14-227  
CAD DWG FILE: ES-102.POWER PLANING  
DRAWN BY: ACE  
CHECKED BY: FJT

SHEET TITLE:  
**RODEO ARENA  
POWER - NEW WORK  
PLAN**

# ES-102