



DENNIS ENGINEERING COMPANY

City of Socorro

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

for the construction of the

**Cuba Road Street & Drainage
Improvements - Phase II**

Socorro, NM

Financial Assistance Provided by
Community Development Block Grant

CDBG 23-C-NR-I-01-G-06
Local Funds

August 2026

Note: These documents are issued by the Owner for use for Small Cities Community Development Block Grant construction projects and include pertinent federal and state procurement statutes and regulations. The document format promulgated by the Construction Specifications Institute, CSI Document MP-2-1 and was used as a guideline in formulating the organization of these documents. These documents have important legal consequences; consultation with an attorney is encouraged with respect to its modification or completion and approval by the Funding Agency with respect to its modification. Any approved modifications are to be included at the end of each section. This Document has been formatted and pages numbered so copies can be run on both sides (front and back).

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ENGINEER'S CERTIFICATE

The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer, licensed to practice in the state of New Mexico, is affixed below.

Gary H. Bierner, P.E.
Engineer of Record: Gary H. Bierner
Licensed Engineer
DENNIS ENGINEERING COMPANY
Date: August 3, 2026

26787
License No.



Contract Documents and Specifications
for the

City of Socorro

Cuba Road Street & Drainage Improvements - Phase II

Socorro, NM

Financial Assistance Provided by:
NMDFA – Community Development Block Grant

CDBG 23-C-NR-I-01-G-06
Local Funds

August 2026

[Signature]
Approved for Construction: City of Socorro

3 Aug 2026
Date

Governing Body

Ravi Bhasker	Mayor
Mary Ann Chavez-Lopez	Councilor
Deborah Dean	Councilor
Nick Fleming	Councilor
Joe Gonzales	Councilor
Damien Ocampo	Councilor
Joel Partridge	Councilor
Peter Romero	Councilor
Anton Salome	Councilor

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing. Refer to paragraph 3.2 of the Instructions to Bidders as to interpretations.

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BIDDING AND CONTRACT DOCUMENTS INDEX

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TECHNICAL SPECIFICATIONS

DEC Technical Specifications (See Separate Table of Contents)
NMDOT Standard Specifications for Highway and Bridge Construction, latest edition (By reference)

PRE-BID INFORMATION

PRE-BID INFORMATION
Section 00010

1.0 PREQUALIFICATION FORMS

Section 00011

Not Required

2.0 DEBARRED OR SUSPENDED CONTRACTORS

Section 00012

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

3.0 FEDERAL AND STATE LAWS AND REGULATIONS

Section 00013

3.1 State administered Community Development Block Grant monies are Federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

3.2 For purposes of these Bidding Documents, the term "Grantee" means the Owner. The term "Funding Agency" means the Infrastructure Planning and Development Division, Department of Finance and Administration, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501.

4.0 REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

Section 00014

4.1 A contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions (NMDWS).

4.2 The contractor submitting a bid and all subcontractors must have a Unique Entity Identifier Number (UEI) and registration with System of Awards Management ([SAM](#)).

4.3 A contractor or subcontractor that submits a bid regardless of the contract amount must be licensed and registered, and cannot be debarred. For any contracts \$60,000 and over the contractor or subcontractor must be current with annual Labor Enforcement Fund payments.

4.4 The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself (§13-4-13.1 NMSA 1978). Contractors, prime contractors and subcontractors shall be registered with the NMDWS.

4.5 See Bid Form and Subcontractor Listing form for Registration Numbers to be provided.

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NOTICE OF INVITATION FOR BID

PRE-BID INFORMATION
Section 00021

Competitive sealed bids will be received by the Owner, for IFB N°. 090426 for Cuba Road Street & Drainage Improvements - Phase II Project No.: **CDBG 23-C-NR-I-01-G-06**

Project: The City of Socorro, NM located in Socorro County will construct a street and drainage improvements project on Cuba Road, in a low-to-moderate income area located in the southern part of the City at the underpass for I-25 (34.06° latitude and 106.88° longitude).

The project will address drainage issues and provide a reliable transportation network within the project area. The surfacing will be used to convey drainage to the City storm system. The approximate width of road will vary from 24' to 20' based on existing site conditions.

Improvements for Cuba Road consist of unclassified excavation, cold milling, sub-grade preparation, base course, concrete and rock drainage improvements, utility adjustments, signage, striping, reinforced concrete, approximately 3,000 s.y. of hot mix asphalt and approximately 2,400 lf of curb & gutter, approximately 62 lf of culvert pipe and culvert end sections. at City Hall, 111 School of Mines Rd, Socorro, NM 87801 until September 4, 2026, 11:00 a.m. at which time bids will be opened and publicly read aloud.

Complete sets of the bidding documents may be obtained at the following designated website: <https://www.decnm.com/DEC-FileShare>. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda and other information relevant to submitting a Bid for the Project.

All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

If paper copies of the Bidding Documents are desired, call 505-281-2880 to request at least 24 hours in advance. Requested paper copies may be obtained at the office of **DENNIS ENGINEERING COMPANY**, 6020 Indian School NE, Albuquerque, NM 87110, upon payment of \$400.00 for each set of documents. Checks for Bidding Documents shall be payable to "Dennis Engineering Company". Any PLANHOLDER, upon returning the Contract Documents in good condition within **ten (10) days** following the Bid Opening, will receive a \$200.00 refund.

Prospective bidders must attend a Pre-Bid Conference which will be held at City Hall, 111 School of Mines Rd, Socorro, NM 87801 on August 20, 2026 at 11:00 a.m.

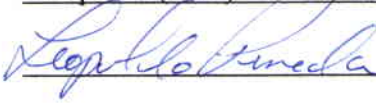
This Project is funded in whole or in part by a grant from the state of New Mexico Small Cities Community Development Block Grant Program and is subject to requirements of the United States

Department of Housing and Urban Development and the funding agency.

Purchasing Agent:

Leopoldo (Polo) Pineda, Jr.

Date: August 10, 2026



(FOR OWNER USE ONLY)

Newspaper: Albuquerque Journal

Publish: August 10, 2026

Newspaper: _____

Publish: _____

Newspaper: _____

Publish: _____

(Note: This Notice is issued pursuant to the requirements of 113-1-104 NMSA 1978)

INVITATION FOR BID

PRE-BID INFORMATION
Section 00022

Project: Cuba Road Street & Drainage Improvements - Phase II

Project No. ☐☐☐☐ CDBG 23-C-NR-I-01-G-06
Local Funds

INVITATION FOR BID CONSTRUCTION CONTRACT

Bid Number: 090426

Architect/Engineer of Record:

DENNIS ENGINEERING COMPANY
6020 Indian School Road, NE
Albuquerque, NM 87110
(505) 281-2880

Owner:

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

Sealed bids shall be submitted to:

Office of the Purchasing Agent
Attn: Leopoldo (Polo) Pineda, Jr.
111 School of Mines Rd.
Socorro, NM 87801

Bids will be publicly opened after the Bid Deadline:

Date: September 4, 2026, Time: 11:00 a.m.

IMPORTANT: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left-hand side of the front of the envelope.

Sealed Bids will be received until the above-specified date and local time, then publicly opened and read aloud. All hand-delivered bids must be received at the Office of the Purchasing Agent, address shown above.

This Bid is subject to the requirements of the Bidding Documents as defined in the "Instructions to Bidders," Section 00100. The Bid Form must be accompanied by a surety bond, subcontractor listing form, and documents specified in the "Instructions to Bidders."

The Bidding Documents for this project may be obtained at the following designated website:
<https://www.decnm.com/DEC-FileShare>.
Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format.

If paper copies of the Bidding Documents are desired, call 505-281-2880 to request at least 24 hours in advance. Requested paper copies may be obtained at the office of the Architect/ Engineer of Record upon payment of **\$400.00** for each complete set. Checks should be made payable to DENNIS ENGINEERING COMPANY. Incomplete sets will not be issued. The successful Bidder will receive refund of his deposit, and any unsuccessful Bidder who returns the Bidding Documents in good and complete condition within 10 days of the Bid Opening will also receive a \$200.00 refund. No deposits will be returned after the 15 day period.

Proposed Bid Schedule:

Date Published: August 10, 2026
Prebid meeting: August 20, 2026
Bid Opening: September 4, 2026

BIDDING DOCUMENTS MAY BE REVIEWED AT THE
FOLLOWING LOCATIONS:

DENNIS ENGINEERING COMPANY
6020 Indian School Road, NE
Albuquerque, NM 87110
505-281-2880

Construction Reporter
4901 Mcleod Rd NE, STE 200A
Albuquerque, New Mexico 87109
505-243-9793, fax 505-242-4758

The PlanIt Room
1155 Westmoreland, Suite109
El Paso, TX 79925
(915) 781-2900

Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus any additive or deductive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted. [Base Bid price shall not include state gross receipts or local options taxes. However, estimated tax shall be shown on the bid. In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents]

All work covered by this Invitation for Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the office of the Labor Commissioner for this project.

Bid security in the form of a surety bond executed by a surety company authorized to do business in the state of New Mexico in the amount of **5%** of the total bid, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid in accordance with the Instructions to Bidders.

A 100% performance bond and a 100% payment and materials bond executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department shall be required from the successful Bidder.

A completed Subcontractor Listing Form must accompany each bid.

The Bidding Documents contain a time for completion of the work and further impose liquidated damages for failure to complete the work within that time period.

No Bidder may withdraw his bid for **60 days** after the actual date of the opening thereof. The Owner intends to award this Project to the lowest responsible Bidder. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

The Bidder's attention is directed to the requirements of the Contract Documents for adherence to applicable federal, state and local statutes, regulations and ordinances; including but not limited to, requirements as to conditions of employment to be observed, minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and bonding and insurance requirements.

This Project is funded in whole or in part by a grant from the state of New Mexico Small Cities Community Development Block Grant Program and is subject to requirements of the United States Department of Housing and Urban Development and the funding agency.

All potential bidders must attend a Pre-bid Conference which will be held on:

Date: August 20, 2026 Time: 11:00 a.m.

Location: City Hall
111 School of Mines Rd
Socorro, NM 87801

☞ End of Invitation for Bid ☐

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
Section 00100

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

1.1.1 *Addendum* means a written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: Addenda.

1.1.2 *Alternate Bid* means the amount stated in the Bid as the sum to be added from the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.

1.1.3 *Base Bid* means the amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.

1.1.4 *Bid* means the offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents. This amount does not include gross receipts or local options taxes.

1.1.5 *Bid Lot* means a major item of work for which a separate quotation or proposal is requested.

1.1.6 *Bidder* means the one who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.

1.1.7 *Bidding Documents* means the Bidding Requirements and the Contract Documents.

1.1.8 *Bid Form*. A form which shall include space in which the bid price shall be inserted and which the bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.

1.1.9 *Bidding Requirements* means the Notice of Invitation for Bid, Pre-bid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.

1.1.10 *Invitation for Bid (IFB)* means all documents including those attached or incorporated by reference or utilized for soliciting sealed bids.

1.1.11 *Responsible Bidder* means a Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.

1.1.12 *Responsive Bid* means a bid that conforms in all material respects to the requirements set forth in the Invitation for Bid.

1.1.13 *Successful Bidder* means the lowest responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must:

2.1.1 Examine the bidding Documents thoroughly;

2.1.2 Visit the site to familiarize himself with local conditions that may in any manner affects cost, progress, or performance;

2.1.3 Familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and

2.1.4 Study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The land upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he

has complied with every requirement of this Part and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS

3.1 Copies of Bidding Documents

3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Architect/Engineer (unless another issuing office is designated in the Invitation for Bid). The deposit will be refunded to Bidders who submit a bona-fide bid and return the bidding Documents in good and complete condition within 15 calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner and the Architect/Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 Interpretations

3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Architect/Engineer in writing. Replies will be issued by addenda mailed or delivered to all parties recorded by the Architect/Engineer as having received the Bidding Documents. Questions received less than 7 calendar days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractor shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 Substitute Material and Equipment

3.3.1 The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration

of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Architect/Engineer, application for such acceptance will not be considered by the Architect/Engineer unless submitted to the Architect/Engineer at least ten days prior to the date for opening Bids. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Architect/Engineer is set forth in the Contract Documents.

3.4 Addenda

3.4.1 Addenda will be mailed or delivered to all that are known by the Architect/Engineer to have received a complete set of Bidding Documents.

3.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

4.0 BIDDING PROCEDURES

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid firm, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 The signer of the bid must initiate any interlineations, alteration, or erasure.

4.1.5 All requested additive or deductive alternate bids shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his

discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

4.1.7 Each copy of the bid shall include the complete name of the bidder and a statement that the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, and the current Contractor's preference number. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.1.10 The project name and number, as well as the Owner's invitation to bid number, shall be clearly shown on the outside of the envelope in which the Bid is submitted.

4.2 Bid Security

4.2.1 Bid security in an amount equal to at least five percent (5%) of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (§13-1-146 NMSA 1978) and approved in writing by the Owner in advance. All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in circular 570, latest edition, by the Audit Staff Bureau of Accounts, United States Treasury Department.

4.2.2 The bid security shall be in the amount of 5% of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising

thereunder. Should the Bidder refuse to enter into such contract or fail to furnish bid security, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either:

A. The contract has been executed and performance and labor/material bonds have been furnished,

B. The specified time has elapsed so that Bids may be withdrawn, or

C. All Bids have been rejected.

4.2.4 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (§13-1-147A NMSA 1978).

4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (§13-1-147B NMSA 1978).

4.2.6 The Owner may reduce bid security requirements authorized by the Procurement Code, §§13-1-28 to 13-1-199 NMSA 1978, to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in §7.0 of this section, Other Instructions to Bidders. Reduction of the amount of bid security, if any, shall in no way reduce requirements for performance, payment, or other bonds referenced in the Bidding Documents.

4.3 Pre-bid Conference

4.3.1 The Architect/Engineer shall conduct a pre-bid conference approximately 15 calendar days prior to the bid opening date stated in the Invitation for Bid.

4.3.2 The Architect/Engineer and his consultants, as applicable, shall be represented. Prospective Bidders, prospective Subcontractors, and prospective Vendors are encouraged to attend and should be prepared to ask questions regarding substitutions and/or to request clarification of the Bidding Documents.

4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as addenda. No verbal response shall be binding.

4.4 Resident Contractor's Preference

- Not used for federally funded projects

4.5 Subcontractors

4.5.1 The bidder shall list the Subcontractors he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents.

4.5.2 *Definitions.* As used in this subpart 4.5, subcontractor listing shall be in compliance with the Subcontractors Fair Practices Act, the pertinent provisions of which are summarized in this subpart 4.5.

A. *Contractor* means the prime contractor on a public works construction project who contracts directly with the Owner (using agency);

B. *Subcontractor* is a person or entity often skilled in a specific type of construction work that enters into a contractual agreement with the prime contractor to perform part or all of the construction work.

C. *Listing threshold* means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;

D. *Notice* means information, advice or a written warning intended to apprise a contractor or subcontractor of some proceeding in which his interests are involved or to inform him of some fact which is his right to know. Notice may be sent to a contractor or subcontractor by certified or registered mail and shall be deemed to be completed upon date of mailing; and

E. *Using Agency* means the Owner requiring services or construction.

4.5.3 Listing of Subcontractors, Requirements. The Owner shall provide in the bidding documents prepared for that project a listing threshold which shall be \$5,000 or one-half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater. Any person submitting a bid shall in his bid set forth:

A. The name location of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of

the listing threshold; and

B. The nature of the work which will be done by each subcontractor under the Subcontractor Fair Practices Act. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

4.5.4 Substitution of Subcontractor

A. No contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor in the following circumstances: (1) when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the contractor; (2) when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract; (3) when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents; (4) when the subcontractor listed in the original bid fails or refuses to perform his subcontract; (5) when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error; (6) when a bid alternate accepted by the using agency causes the listed subcontractor's bid not to be low; (7) when the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete; (8) when the listed subcontractor fails or refuses to meet the bond requirements of the contractor; (9) when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the construction industries division of the regulation and licensing department; or (10) when it is determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

B. Prior to approval of the contractor's request for such substitution, the Owner shall give notice in

writing to the listed subcontractor of the contractor's request to substitute and of the reasons for such request. Such notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has 5 working days within which to submit written objections to the substitution to the Owner. Failure to file such written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the Owner shall give at least 5 working days' notice in writing to the listed subcontractor of a hearing by the Owner on the contractor's request for substitution.

C. No contractor whose bid is accepted shall permit any such subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the Owner.

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contract shall designate on the listing form that no bid was received.

4.5.5 Subcontractor Bond, Requirements. As to subcontractor required performance and payment bond if requested by the contractor, see §13-4-37 NMSA 1978.

4.5.6 Failure to Specify Subcontractor. If a contractor fails to specify a subcontractor in excess of the listing threshold, he represents that he is fully qualified to perform that portion himself and that he shall perform that portion himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in subpart 4.5.9 of this section.

4.5.7 Inadvertent Clerical Error.

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within 2 working days after the time of the prime bid opening by the Owner give written notice to the Owner and to both the

subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed 6 working days from the time of the prime bid opening within which to submit to the Owner and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of such listed subcontractor to file such written notice within 6 working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The Owner shall, after a public hearing and in the absence of compelling reasons to the contrary, consent to the substitution of the intended contractor: 1) If the contractor, the subcontractor listed in error, and the intended subcontractor each submit an affidavit to the Owner, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening; or 2) If such affidavits are filed by both the contractor and the intended subcontractor within such specified time but the subcontractor whom the contractor claims to have listed in error does not submit within six working days to the Owner and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If such affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has within six working days from the time of the prime bid opening submitted to the Owner and to the contractor written objection to the contractor's claim of inadvertent clerical error, the Owner shall investigate the claims of the parties and hold a public hearing to determine the validity of such claims. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The Owner may on its motion or that of any other party admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts that may have a bearing on the decision of the Owner.

4.5.8 Emergency Subcontracting. Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case

of public emergency or necessity and then only upon a written finding by the Owner setting forth the facts constituting the emergency or necessity.

4.5.9 Penalties.

A. A contractor who violates the provisions of the Subcontractors Fair Practices Act violates his own contract, and the Owner may exercise the option of: 1) canceling the contract; or 2) assessing the contractor a penalty in an amount of not more than ten percent of the amount of the subcontract involved but in no case less than the difference of the amount between the listed subcontractor and the subcontractor used, which penalty shall be deposited into the fund out of which the contract is awarded. In any proceeding under this subpart, the contractor shall be entitled to a hearing after notice.

B. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor pursuant to regulations of the Construction Industries Division of the Regulation and Licensing Department.

C. A contractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this subpart.

4.5.10 Dispute Resolution. Once the Owner has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the Owner or agent of the Owner may:

A. Hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "front of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute that the complainant expects to be determined. The agent or the Owner shall evaluate the issues presented by both sides of the dispute and render a decision within 10 days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

B. Refer the matter in dispute to be resolved through arbitration.

4.5.11 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Architect's/Engineer's and the Owner's satisfaction that he actually has, or will obtain, fully

adequate facilities and plans to perform the work with his own forces.

4.5.12 Failure to comply with subcontractor listing requirements or provisions of the Subcontractors Fair Practices Act shall be grounds for considering a Bid as nonresponsive.

4.5.13 Prior to the award of the Contract, the Architect/Engineer will notify the Bidder in writing if either the Owner or the Architect/Engineer, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect/Engineer has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option:

A. Withdraw his Bid, or

B. Submit an acceptable substitute Subcontractor with no increase in his bid price.

C. In the event of withdrawal under this paragraph, bid security will not be forfeited.

4.5.14 The Successful Bidder shall, within 7 calendar days of notice of the award of a contract for the Work, submit the following information to the Architect/Engineer:

A. A signed list of the proprietary names and the suppliers of principal items or systems of material and equipment proposed for the Work; and

B. A list signed by all Subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing Form submitted with the Bid. Refer to Section 00430 for form of Subcontractors Listing.

4.5.15 The Successful Bidder will be required to establish to the satisfaction of the Architect/Engineer and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

4.5.16 Persons and organizations proposed by the Bidder and to whom the Owner and the Architect/Engineer have made no reasonable objection under the provisions of subpart 4.5.15 above must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect/Engineer.

4.5.17 No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against which he has reasonable objection.

4.6 Submission of Bids

4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the bid security, subcontractors listing, and other required documents listed in the Bidding Requirements.

4.6.2 The envelope shall be addressed to the Owner at the address shown on the cover page. The following information shall be provided on the front lower left corner of the bid envelope: invitation for bid number, date of opening, and time of opening. If the bid is sent by mail, the sealed envelope shall have the notation **"SEALED BID ENCLOSED"** on the face thereof.

4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.

4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the office noted on the Invitation for Bid, including those Bids submitted by mail. Hand-delivered bids shall be submitted at the location stated in the Invitation for Bid, Section 00022, and will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.

4.6.5 Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 Correction or Withdrawal of Bids

4.7.1 A Bid containing a mistake discovered before bid opening may be modified or withdrawn by a Bidder prior to the time set for bid opening by delivering written or telegraphic notice to the location designated in the invitation for bid as the place where bids are to be received.

4.7.2 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with subpart 4.2 of this section.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the

Bidding Documents.

4.7.4 After bid opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact that makes his Bid nonresponsive may be permitted to withdraw his Bid if:

A. The mistake is clearly evident on the fact of the Bid Document; or

B. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

C. Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

4.8 Notice of Contract Requirements Binding on Bidder

4.8.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions):

A. Definitions - Sections 00700, Part 1.0 and 00810, §1.0;

B. Bribes, Gratuities, and Kickbacks - Section 00820;

C. Nonresident Contractor Requirements Regarding Gross Receipts Tax Surety Bond - Section 00820;

D. Contractor's Gross Receipts Tax Registration - Section 00820;

E. Contracts with Nonresident Persons or Partnerships or Unadmitted Foreign Corporations, Agent for Service of Process- Section 00820;

F. Assignment of Antitrust Claims - Section 00820;

G. Equal Employment Opportunity - Section 00820; and

H. Others listed within the Contract Documents.

4.9 Rejection or Cancellation of Bids

An invitation for bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefor shall be made part of the project file (§13-1-131 NMSA 1978). Bid security for rejected Bids shall be returned to the Bidder.

4.10 Protests

4.10.1 Any Bidder, Offerer, or Contractor who is aggrieved in connection with this Bid may protest to the Owner. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172, NMSA 1978).

4.10.2 In the event of a timely protest under subsection 4.10.1 above (§13-1-172 NMSA 1978), the procurement officer and the Owner shall not proceed further with the procurement unless the procurement officer or the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (§13-1-173 NMSA 1978).

4.10.3 The procurement officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder, Offerer, or contractor concerning procurement.

4.10.4 The procurement officer or his designee shall promptly issue a determination relating to the protest. The determination shall:

A. State the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978 (§13-1-175 NMSA 1978).

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

5.0 CONSIDERATION OF BIDS

5.1 Receipt, Opening, and Recording

Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and alternates or Bid items, if any, will be

made available to the Bidders. Each Bid shall be open to public inspection (§13-1-107 NMSA 1978).

5.2 Bid Evaluation and Award. If the lowest bid, including alternates, exceeds the amount budgeted for construction, the Grantee may negotiate with the low bidder to bring the contract within the available funds, if the bid amount does not exceed 10% of available funds. Owner may reject all bids and may start the process over if necessary.

5.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the services, construction, or items of tangible personal property bid (§13-1-132 NMSA 1978).

5.2.2 It is the intent of the Owner to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (§13-1-133 NMSA 1978). See subpart 6.6 of this section as to Post-Bid Information that may be required of a contractor as to qualifications.

5.2.3 If the Base Bid is within the amount of funds available to finance the construction, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund alternates, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates). If the award is based on alternates, the Owner shall accept them based on available funding.

5.2.4 Discrepancies in the Bid form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5.2.5 Conditional Bids or Bids with additional terms will not be accepted.

5.3 Notice of Award

The Owner shall issue a written Notice of Award after review and approval of the bid and related documents by the Owner with reasonable promptness §13-1-100

and 13-1-108 NMSA 1978).

5.4 Identical Bids

When two or more of the bids submitted are identical in price and are the low Bid, the Owner may:

A. Award pursuant to the multiple source award provisions of §§13-1-153 and 13-1-154 NMSA 1978 of the procurement code;

B. Award to a resident business if the identical low Bids are submitted by a resident business and a nonresident business;

C. Award to a resident manufacturer if the identical low Bids is submitted by a resident manufacturer and a resident business;

D. Award by lottery to one of the identical low Bidders; or

E. Reject all Bids and resolicit Bids or proposals for the required services, construction, or items of tangible personal property (§13-1-110 NMSA 1978).

F. Subsections B and C are not applicable to federally funded projects.

5.5 Cancellation of Award

When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

6.0 POST-BID INFORMATION

6.1 Submittals to Architect/ Engineer

Within 7 days after Notice of Award, the following shall be submitted to the Architect/Engineer:

A. The required bonds and certificate of insurance,

B. The requirements under subpart 4.5.5 of this section, and

C. A brief resume of the Successful Bidder's superintendent.

6.2 Return of Bid Security

6.2.1 All bid security in the form of checks, except

those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained bid security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within 15 days following the award of contract.

6.2.2 The retained bid security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the Agreement has been executed. Bid securities in the form of bid bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the procurement officer after the Owner sends the Notice of Award.

6.3 Execution and Approval of Agreement

6.3.1 The agreement shall be prepared and sent to the Successful Bidder by the Owner and shall be signed by the Successful Bidder and returned, together with both the contract bonds and certificate of insurance, within 15 calendar days after the date of the Notice of Award.

6.3.2 If the Owner does not execute the agreement within 30 days following receipt from the Bidder of the signed Agreement with bonds and certificate, the Bidder shall have the right to withdraw his proposal without penalty. No contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 Notice to Proceed

The Owner will issue a written Notice to Proceed to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire, subject to valid modifications of the contract authorized by change order.

6.5 Failure to Execute Contract

Failure to return the signed Agreement with acceptable contract bonds and certificate of insurance within 15 calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the bid security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 Contractor's Qualifications Statement

Bidders to whom award of a contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents (§13-1-82 NMSA 1978).

7.0 OTHER INSTRUCTIONS TO BIDDERS

The bid will be awarded on the lowest responsible base bid and the accepted alternates.

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GEOTECHNICAL INVESTIGATION REPORT

INFORMATION AVAILABLE TO BIDDERS
Section 00220

1.0 INVESTIGATION

None

2.0 INTERPRETATION

These data are for information only and not intended as representations or warranties of continuity of conditions between borings.

The Owner and the Architect/Engineer disclaim any responsibility for accuracy, true location and extent of soils investigation that had been prepared by others. They further disclaim responsibility for interpretation of these data by bidders; as in projecting soil bearing values, soil profiles and soil stability.

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BID FORM
Lump Sum or Unit Price

BID FORMS
Section 00310

Project: City of Socorro IFB No. 090426

Bidder:

This Bid is submitted to:

City of Socorro

111 School of Mines Rd.
Socorro, NM 87801
Attn: Leopoldo (Polo) Pineda, Jr.

1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.0 The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for **60** days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of the Owner's Notice to Award.

3.0 In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

B. The Bidder has familiarized himself with the

nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.

E. The Bidder has given the Architect/Engineer written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer is acceptable to the Bidder.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

G. The Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner and/or the Architect/Engineer pertaining to this project.

H. The Bidder agrees to show clearly on the

envelope in which the Bid is submitted the Project Name and Number, as well as Invitation for Bid Number.

I. The Bidder will complete the Work for the following price(s) which do not include any gross receipts tax in the price(s):

4.0 Bids shall be presented in the form of a total Base Bid proposal under a lump sum contract plus any additive or deductive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternatives. The Owner will not select segregated bids.

C. UNIT PRICE

If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities:

[See Page 4A-24A]

CITY OF SOCORRO					
CUBA ROAD STREET & DRAINAGE IMPROVEMENTS - PHASE II					
BASE BID SCHEDULE I:					
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
203000	UNCLASSIFIED EXCAVATION	LS	1		
207000	SUBGRADE PREPARATION	SY	3130		
303010	BASE COURSE	CY	590		
414000	COLD MILLING (ASPHALT) 3"	SY	3050		
423250	HOT MIX ASPHALT (HMA) SUPERPAVE, SP-III, 3.5" INCLUDING BITUMINOUS MATERIAL	SY	2880		
450060	CONCRETE PAVEMENT-6"	SY	80		
570012	12" CULVERT PIPE	LF	70		
570013	12" CULVERT PIPE END SECTION	EA	3		
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
602060	RIPRAP CLASS G, 12" THK.	SY	310		
608009	CURB RETURN W/FILLET AND NO SIDEWALK	EA	2		
608106	CONCRETE DRIVEPAD, 6"	SY	70		
609424	CONCRETE BARRIER CURB AND GUTTER, TYPE "B" 6" X 24"	LF	2160		
609648	CONCRETE VALLEY GUTTER, 6" X 48"	LF	40		
609706	CONCRETE LAYDOWN CURB AND GUTTER, TYPE "E" 6" X 24"	LF	150		
618000	TEMPORARY TRAFFIC CONTROL AND MANAGEMENT	LS	1		
621000	MOBILIZATION	LS	1		
662400	MANHOLE ADJUSTMENT	EA	1		
663855	ADJUST VALVE BOX TO GRADE	EA	1		
663865	ADJUST WATER METER TO GRADE	EA	1		
701000	ALUMINUM PANEL SIGN	SF	5		
701100	STEEL POST AND BASE POST FOR PANEL SIGNS	LF	14		
704000	REFLECTORIZED PAINTED MARKINGS	LF	1220		
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1		
901000	CONTRACTORS QUALITY CONTROL CONSTRUCTION TESTING	ALL	1		
Sub-Total Base Bid Schedule I:					
Gross Receipt Tax @				7.5625%	
Total Base Bid Schedule I:					

5.0 The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than 10 consecutive calendar days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than (135) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

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

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (not including gross receipts tax), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6.0 The following documents are attached to and

8.0 If the Bidder is

A. An **INDIVIDUAL**:

By _____
(Individual's Signature)
doing business as _____

Business address: _____

Telephone: (____) _____ Fax: (____) _____

made a condition of this Bid:

- A. Bid Bond
- B. Bid Security with Agent's Affidavit
- C. Subcontractors Listing & NMDWS Registration form.
- D. Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1
- E. Certification of Bidder Regarding Section 3 and Segregated Facilities
- F. Section 3 Plan
- G. Table A Proposed Subcontracts Breakdown
- H. Table B Estimated Project Workforce Breakdown
- I. Active or "in progress" status in the System of Award Management (sam.gov) for contractor and subcontractor(s)
- J. Other (list):
 - a. Campaign Contribution Disclosure Form
 - b. Work Experience Questionnaire
 - c. Work Experience Schedule
 - d. Notice of Award

7.0 The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

[Seal]

B. A PARTNERSHIP:

By _____
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: (____) _____ Fax: (____) _____ [Seal]

C. A CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By: _____ Title: _____
(Name of Person Authorized to Sign)

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address: _____

Telephone: (____) _____ Fax: (____) _____

D. A JOINT VENTURE:

By _____
(Name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

By _____
(Name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

[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 in the appropriate category]

BIDDER MUST FILL IN THE FOLLOWING (If none, write none)
--

NM License N°.	_____	Classification(s)	_____
Resident Contractor's		Workforce	
Preference N°.	Not Applicable for this	Solutions Dept.	
	Project	Registration N°.	_____

System of Award Management Registration No.
(CAGE Number or UEI Number) _____

Federal Employer Tax ID No. _____

State of New Mexico Tax ID No. _____

BID BOND

SUPPLEMENTS TO BID FORMS
Section 00420

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____ as Surety, are hereby held and firmly bound unto
_____ as Owner in the penal sum of
_____ for which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executives, administrators, successors and assigns.

SIGNED, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid,
attached hereto and hereby made a part hereof to enter into a contract in writing,
for (Project) _____

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract, attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond (Bid Security) for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Principal: _____ (L.S.)

Surety: _____

[Seal]

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
, Secretary of the Corporation named as Principal in this bond, that _____ who
signed the bond on behalf of the Principal was then _____ of said
corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly
signed, sealed, and attested to for and on behalf of said corporation by authority of this governing body.

[Corporate Seal]

Title: _____

BID SECURITY REVIEW FORM

SUPPLEMENTS TO BID FORMS
Section 00421

1. **Review and Approval:** This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (July 1st edition) by the Audit Staff Bureau of Accounts, United States Treasury Department.

☐ Yes ☐ No (If **No**, report to Funding Agency immediately)

2. I, as Owner's Representative, have verified with (Name of Contact) _____ of the Office of the Superintendent of Insurance, 1-855-427-5674 that the Surety Company listed on the Bid Bond is licensed/authorized to do business in the state of New Mexico in accordance with ☐ 13-1-46 and ☐ 13-4-18 NMSA 1978. If source of verification is other than the State Corporation Commission, Insurance Division, identify the source document below and publication date.

(Name of Source Document) Dated: _____

(Signature of Owner's Representative) Date _____

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00422

[To be filled in by Agent]

This Form Must Be
Used By Surety

STATE OF _____)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes and says that he/she is the duly appointed agent for _____ and is licensed in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of _____ dated the _____ day of _____, 20____, executed by _____, Contractor, as principal, and _____, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____ [Seal]

Agent's Address:

Telephone (____) _____ Fax (____) _____

[This form must be used for all bonds required in the Bidding Documents. Power of Attorney for person signing for Surety Company must be attached to bond]

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SUBCONTRACTORS LISTING, NMDWS REGISTRATION, & ASSIGNMENT OF ANTITRUST CLAIMS

Project: Cuba Road Street & Drainage Improvements - Phase II

Project No. CDBG 23-C-NR-I-01-G-06

1.0 SUBCONTRACTORS LISTING, NMDWS REGISTRATION, & ASSIGNMENT OF ANTITRUST CLAIMS [by Contractor, Subcontractors, Sub-Subcontractors, and Suppliers]

1.1 To be fully executed and included with Bid as a condition of the Bid, including all Subcontractors providing services valued at \$5,000 or more, pursuant to §13-4-34 NMSA 1978.

1.2 To be signed after award of Contract by individual empowered to obligate Supplier, Subcontractor, or Sub-subcontractor.

1.3 See Instructions to Bidders, subsection 4.5 of section 00100, Subcontractors, for rules regarding changes in this list after bidding.

1.4 The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are

hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

1.5 A contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (NMDWS) (formerly the Department of Labor (DOL). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the NMDWS (§13-4-13.1 NMSA 1978

Company Name of Contractor/Subcontractor	Email and phone number	NMDWS Registration No	UEI number	SAMs registration number

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER *(Include ZIP Code)*

- | | |
|---|--|
| 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. | ☐ Yes ☐ No |
| 2. Compliance reports were required to be filed in connection with such contract or subcontract | ☐ Yes ☐ No |
| 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. | ☐ Yes ☐ No |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? | ☐ Yes ☐ No |

(Name And Title Of Signer Please type)

Signature

Date

Exhibit 4-W
SECTION 3 BUSINESS CONCERN CERTIFICATION

INSTRUCTIONS: Enter the following information and select the criteria that applies to certify your Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Email Address of Preferred Contact _____

Type of Business (select one of the following options):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select one of the following options to indicate how your business qualifies as a Section 3 Business Concern:

- ☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (refer to income guidelines at <https://www.nmdfa.state.nm.us/infrastructure-planning-and-development-division/cdbg-implementation-manual/>).
- ☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (refer to definition in Chapter 5 of the Implementation Manual).

Section 3 Business Concern Certification

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief after diligent inquiry. I understand that businesses who misrepresent themselves as Section 3 Business Concerns and report false information may have their contracts terminated for cause and may be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the above information is correct to the best of my knowledge after diligent inquiry.

Print Business Owner Name: _____

Business Owner Signature: _____ Date: _____

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**Exhibit 4-Y-1: SECTION 3 COMPLIANCE CERTIFICATION
FOR RECIPIENTS/CONTRACTORS/SUBCONTRACTORS (CDBG)**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency. Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

Section 3 established the following benchmark goals for all Section 3 projects:

- a. 25% of total labor hours worked by Section 3 Workers; **AND**
- b. 5% of total labor hours worked by Targeted Section 3 Workers

All Recipients/Contractor/Subcontractors certify that the recipient/contractor/subcontractor has made best efforts to follow the prioritization of effort requirements prior to the beginning of work and after the work is completed.

If the benchmark goals are not met, all recipients/contractors/subcontractors agree to provide evidence through documentation that qualitative efforts to assist low- and very low-income persons with employment and training opportunities were taken.

_____ (hereinafter called the Recipient/Contractor/Subcontractor) hereby CERTIFIES that upon being awarded a contract to participate in the following HUD-funded project:

CDBG 23-C-NR-I-01-G-06
(Project number)

located in

Socorro
(City)

in , New Mexico that the Recipient/Contractor/Subcontractor:
(State)

1. Is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR Part 75; and
2. Will comply with HUD's regulations in 24 CFR Part 75; and
3. Will submit to the State of New Mexico appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and
4. Will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
5. Will not contract/subcontract with any contractor/subcontractor where the Contractor/Subcontractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: _____
(Authorized Representative's Signature)

Date: _____

(Printed Name)

(Title)

CONTRACTOR - SECTION 3 PLAN FORMAT

_____ (Name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the Municipality/County of Socorro, NM.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the municipality or county (as applicable), the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D.* To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E.* To ensure that subcontracts which are

typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, however, feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

As officers and representatives of (name of contractor) _____, we the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

TABLE A
PROPOSED SUBCONTRACTS BREAKDOWN

For the Period Covering _____, 20__ through _____, 20__
[Duration of the CDBG-Assisted Project]

[illegible]

* The Project Area is coextensive with the Municipality/County of Socorro, NM's boundaries.

Company

Cuba Road Street & Drainage Improvements - Phase II						
Project Name			Project Number			

CDBG 23-C-NR-I-01-G-06

EEO Officer (Signature)

Date _____

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	Number Positions Currently Occupied by Permanent Employees	Number Positions Not Currently Occupied	Number Positions to be filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the Municipality/County of Socorro, NM whose family income does not exceed 80% of the median income of the State.

Company

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Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor 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 procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

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

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: (Completed by State Agency or Local Public Body)	Ravi Bhasker, Mayor Mary Ann Chavez-Lopez, Councilor Deborah Dean, Councilor Nick Fleming, Councilor Joe Gonzales, Councilor Damien Ocampo, Councilor Joel Partridge, Councilor Peter Romero, Councilor Anton Salome, Councilor
--	---

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

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 your company done as corrective action to avoid having this problem reoccur?

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Work Experience Schedule

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

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

EXHIBIT 4-G
NOTICE OF CONTRACT AWARD

TO: Project Manager, DFA
Bataan Memorial Building Suite 202
Santa Fe, New Mexico 87501

CC: New Mexico Department of Workforce Solutions
301 West DeVargas
Santa Fe, New Mexico 87501

FROM: Name of Grantee _____
CDBG Grant No. _____

This is to inform you that a contract has been awarded:

Project Name: _____

Federal Wage Decision _____ State Wage Decision _____

Date of Award _____ Amount of Award _____

The Contractor is:

Firm Name: _____ FEI# _____

Address: _____ Phone # _____

A Preconstruction conference will be held at the below date, time and place:

Date: _____ Time: _____ Where: _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

**The person responsible for compliance with Labor Standards and
Equal Opportunity:**

Name: _____ Phone: _____

Signature: _____ Date: _____

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE
Section 00510

Contract No. 063026



[Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is bidding and/or will contract for, without the written consent of the Infrastructure Planning and Development Division, DFA shall render this document null and void]

This Agreement entered into this Day day of Month, Year, by and between the parties as follows:

THE OWNER:

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

Telephone: (575) 835-0240

E-mail address: ppineda@socorronm.gov

THE CONTRACTOR:

Name of Contractor
Mailing Address
City, State Zip

Telephone: (xxx) xxx-xxxx

E-mail address: contractor@email.com

For the following Project: Cuba Road Street & Drainage Improvements - Phase II

Project Number: CDBG 23-C-NR-I-01-G-06

ARCHITECT/ENGINEER OF RECORD:

DENNIS ENGINEERING COMPANY

6020 Indian School Road, NE
Albuquerque, NM 87110
Telephone: 505-281-2880

E-mail address: contractdec@decnm.com

RECITALS

WHEREAS, the Owner has been awarded funding for the Project through the New Mexico Small Cities Community Development Block Grant Program.

WHEREAS, the Owner, through its Mayor/Chairman, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS, the Owner has let this contract according to the established state and local purchasing procedures for contracts of the type and amount let; and

WHEREAS, award of the construction contract on this Project was approved by the Governing Body at its meeting of Month Day, Year;

The OWNER and the CONTRACTOR agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following:

- Bid Form
- This Agreement
- Performance Bond
- Labor and Material Payment Bonds
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Table A Subcontracts Breakdown
- Table B Estimated Project Workforce Breakdown
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary and Other Conditions)
- Drawings
- Specifications
- All Addenda Issued Prior to and
- All Modifications Issued after Execution of this Agreement
- Federal requirements, certifications and forms required by the CDBG program

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this

Agreement.

ARTICLE 2 THE WORK

2.1 The Contractor shall perform all the Work required by the Contract for the following:

The City of Socorro, NM located in Socorro County will construct a street and drainage improvements project on Cuba Road, in a low-to-moderate income area located in the southern part of the City at the underpass for I-25 (34.06° latitude and 106.88° longitude).

The project will address drainage issues and provide a reliable transportation network within the project area. The surfacing will be used to convey drainage to the City storm system. The approximate width of road will vary from 24' to 20' based on existing site conditions.

Improvements for Cuba Road consist of unclassified excavation, cold milling, sub-grade preparation, base course, concrete and rock drainage improvements, utility adjustments, signage, striping, reinforced concrete, approximately 3,000 s.y. of hot mix asphalt and approximately 2,400 lf of curb & gutter, approximately 62 lf of culvert pipe and culvert end sections

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than 135 calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

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

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of [Spell out dollar amount] Dollars ([\$-Numerals]).

4.2 The Contract sum is determined as follows:

Base Bid	\$	<u>\$XXX</u>
Alternatives (if any)	\$	<u>\$XXX</u>
NM GRT @ <u>7.5625</u> %	\$	<u>\$XXX</u>
Contract Sum	\$	<u>[\$-Numerals]</u>

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 5th day of the month as follows:

5.2 Not later than forty-five (45) days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 25 of the Supplemental General Conditions, one hundred

percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5 NMSA 1978). (48 CFR 52.232-27) (Title 5 Part 1315.14).

5.2.1 When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay undisputed amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

ARTICLE 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within forty-five (45) days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer and final monitoring and close-out by the Funding Agency. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (*AIA Document G706A or approved form*) and Consent of Surety.

ARTICLE 7 GENERAL AND SPECIAL PROVISIONS

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

7.2 Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

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

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

7.5 This Agreement shall not become effective until approved by the governing body; and signed by all parties required to sign this Agreement and reviewed by the Funding Agency.

7.6 The Contractor and his agents and employees are independent contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

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

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

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

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

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

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

7.13 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

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

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

7.16 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.17 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended,

changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

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

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

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

7.21 Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of

New Mexico, including §§30-14-1, 30-24-2, and 30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.

7.22 The Contract Documents, which constitute the entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.23 The following documents bound in the Project Manual:

<u>Documents</u>	<u>Pages</u>
Bid Form	4A-23
Agreement between Owner and Contractor	4A-41
Performance Bond	4A-47
Labor and Material Payment Bond	4A-48
Agent's Affidavit	4A-30/50
Certificate of Insurance	4A-52
Assignment of Antitrust Claims	4A-53
Table A Subcontracts Breakdown	4A-55
Table B Estimated Project Workforce Breakdown	4A-56
General Conditions	4A-58
Supplementary Conditions	4A-72
Technical Specifications	

Approved by the Governing Body at its meeting of _____ Month Day, Year _____, 20____

OWNER: City of Socorro

Mayor/Chairperson

Date: _____

Reviewed:

As to Legal Form and Sufficiency

By: _____

Title: _____

Date: _____

As to Budget Sufficiency

By: _____

Title: _____

Date: _____

APPROVED: This Agreement is entered into as of the day and year first written above.

CONTRACTOR: Name of Contractor

By: _____

Title: _____

Date: _____

Federal Tax ID N°: _____

State Tax ID N°: _____

AGENCY CONCURRENCE:

By: _____

Title: _____

Date: _____

[This Page Left Blank]

PERFORMANCE BOND

PERFORMANCE BOND

Section 00610

CONTRACTOR *(name and address)*

Name of Contractor

Mailing Address

City, State Zip

OWNER (*name and address*):

City of Socorro

111 School of Mines Rd.

Socorro, NM 87801

CONSTRUCTION CONTRACT

Effective Date of Agreement: 1/1/1901

Amount: [\$-Numerals]

Description (*name and location*)

The City of Socorro, NM located in Socorro County will construct a street and drainage improvements project on Cuba Road, in a low-to-moderate income area located in the southern part of the City at the underpass for I-25 (34.06° latitude and 106.88° longitude).

The project will address drainage issues and provide a reliable transportation network within the project area. The surfacing will be used to convey drainage to the City storm system. The approximate width of road will vary from 24' to 20' based on existing site conditions.

Improvements for Cuba Road consist of unclassified excavation, cold milling, sub-grade preparation, base course, concrete and rock drainage improvements, utility adjustments, signage, striping, reinforced concrete, approximately 3,000 s.y. of hot mix asphalt and approximately 2,400 lf of curb & gutter, approximately 62 lf of culvert pipe and culvert end sections

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

Name of Contractor (seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph

5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

- 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

PAYMENT BOND
Section 00620

CONTRACTOR *(name and address)*

Name of Contractor

Mailing Address

City, State Zip

OWNER (*name and address*):

City of Socorro

111 School of Mines Rd.

Socorro, NM 87801

CONSTRUCTION CONTRACT

Effective Date of Agreement: 1/1/1901

Amount: [\$-Numerals]

Description (*name and location*)

The City of Socorro, NM located in Socorro County will construct a street and drainage improvements project on Cuba Road, in a low-to-moderate income area located in the southern part of the City at the underpass for I-25 (34.06° latitude and 106.88° longitude).

The project will address drainage issues and provide a reliable transportation network within the project area. The surfacing will be used to convey drainage to the City storm system. The approximate width of road will vary from 24' to 20' based on existing site conditions.

Improvements for Cuba Road consist of unclassified excavation, cold milling, sub-grade preparation, base course, concrete and rock drainage improvements, utility adjustments, signage, striping, reinforced concrete, approximately 3,000 s.y. of hot mix asphalt and approximately 2,400 lf of curb & gutter, approximately 62 lf of culvert pipe and culvert end sections

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

Name of Contractor *(seal)*

Contractor's Name and Corporate Seal

_____ (seal)

Surety's Name and Corporate Seal

By:

Signature

By:

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 Construction 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.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1 Claim: A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.
 - 16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- 16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- 18. Modifications to this Bond are as follows:

RIDER TO BONDS

BONDS, CERTIFICATES AND NOTICES
Section 00621

This Form Must Be
Used By Surety

Performance Bond N°. _____ Labor & Material Payment Bond N°. _____

Obligee (Owner): _____

Surety _____

Surety's New Mexico Agent:

Name: _____

Address: _____

Telephone N°. (____) _____

The Surety and Principal stipulate as follows:

Whenever, in the judgment of the Owner, the Surety on this bond shall be insolvent, or for any cause is not a proper or sufficient Surety, the Owner may require the Contractor to furnish a new or additional bond or security within ten (10) days; and thereupon, if the Owner shall so order, security shall be furnished. If such new or additional bond or security is not furnished within said time, the Owner may, at its option, take over and Surety, either doing the Work on force account, or letting the same by contract, and shall be entitled to use any equipment, materials and supplies of the delinquent Contractor in completing said Work.

The Surety hereby stipulates and agrees that no properly authorized Change Order altering Contract Time, Contract Sum, Conditions of the Contract, or the scope of nature of the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive any notice of such change.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Witness)

(Surety) (Seal)

(Title)

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00422

[To be filled in by Agent]

This Form Must Be
Used By Surety

STATE OF _____)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes and says that he/she is the duly appointed agent for _____ and is licensed in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of _____ dated the _____ day of _____, 20____, executed by _____, Contractor, as principal, and _____, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

[SEAL]

Agent's Address:

Telephone (____) _____ Fax (____) _____

[This form must be used for all bonds required in the Bidding Documents. ☐ Power of Attorney for person signing for Surety Company must be attached to bond. Power of Attorney for person signing for Surety Company must be attached to bond]

GUARANTY BOND/MAINTENANCE BOND

BONDS, CERTIFICATES, AND NOTICES
Section 00600

GUARANTY BOND – NOT REQUIRED

Section 00630

MAINTENANCE BOND – NOT REQUIRED

Section 00640

<<This sheet shall be replaced with the awarded contractor's certificate of insurance>>

Insurance coverage as required by Paragraph 28 of the General Conditions, and Subsection 4 of the Supplemental Conditions, as modified by the Modifications to Supplemental General Conditions shall provide for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation (including accident and occupational disease coverage):
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's) Statutory
 - c. Employer's Liability: \$500,000.00 each accident
2. Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. General Aggregate \$2,000,000.00
 - b. Products – Completed Operations Aggregate \$1,000,000.00
 - c. Personal and Advertising Injury \$1,000,000.00
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$2,000,000.00
 - 2) Each Occurrence \$2,000,000.00
3. Comprehensive Automobile Liability:
 - a. Bodily Injury:
 - 1) Each person \$1,000,000.00
 - 2) Each Accident \$1,000,000.00
 - b. Property Damage:
 - 1) Each Accident \$1,000,000.00
 - 2) Annual Aggregate \$1,000,000.00
4. Contractual Liability Coverage shall provide coverage for not less than the following amounts:
 - a. Bodily Injury
 - 1) Each Accident \$2,000,000.00
 - 2) Annual Aggregate \$2,000,000.00
 - b. Property Damage:
 - 1) Each Accident \$2,000,000.00
 - 2) Annual Aggregate \$2,000,000.00
5. Additional Insureds:
 - a. City of Socorro
 - b. DENNIS ENGINEERING COMPANY
 - c. New Mexico Department of Transportation (NMDOT)
 - d. Middle Rio Grande Conservancy District

Provision of the required coverage is a condition for award of a Contract and failure to maintain required coverage for the duration of the Contract shall constitute a breach of Contract for which Owner may immediately suspend or terminate this Contract. The Owner may renew such insurance and pay any and all premiums to protect Owner.

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ASSIGNMENT OF ANTITRUST CLAIMS

(To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors)

BONDS, CERTIFICATES, AND NOTICES
Section 00661

This Form Must Be Submitted
Within 10 Days of Bid Award

Project: Cuba Road Street & Drainage Improvement: Project Number: CDBG 23-C-NR-I-01-G-06
Phase II

_____ agrees that any and all claims which it may have or may have endured for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

Firm: _____

By: _____

Title: _____

Date: _____

Signed by Individual Empowered to Obligate Supplier,
Subcontractor, or Sub-Subcontractor

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CERTIFICATE OF OWNER'S ATTORNEY

BONDS, CERTIFICATES, AND NOTICES
Section 00670

I, the undersigned, _____, the duly authorized and acting
legal representative of the (municipality/county) of City of Socorro
do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Name: _____

Address: _____

Date: _____ Telephone N°. _____ - _____ - _____

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TABLE A

SUBCONTRACTS BREAKDOWN

For the Period Covering _____, 20____ through _____, 20____
 [Duration of the CDBG-Assisted Project]

[illegible]

* The Project Area is coextensive with the Municipality/County of Socorro, NM's boundaries.

Company

Cuba Road Street & Drainage Improvements - Phase II

CDBG 23-C-NR-I-01-G-06

EEO Officer (Signature)

Date _____

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	Number Positions Currently Occupied by Permanent Employees	Number Positions Not Currently Occupied	Number Positions to be filled with LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the Municipality/County of Socorro, NM whose family income does not exceed 80% of the median income of the State.

Company

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**EXHIBIT 4-M
NOTICE TO PROCEED
(MUST USE GRANTEE LETTERHEAD)**

TO: Contractor _____

FROM: CDBG Grantee _____

CDBG Contract No. _____

State Wage Determination No. _____

Federal Wage Determination No. _____

In accordance with the contract dated _____ you are hereby notified to
commence work on _____.

Project Name _____

Starting Date (on or before) _____

You are to complete the work within _____ consecutive calendar days.

Completion Date (on or before) _____

Name

Title

Signature

Date

Cc: Project Manager, DFA

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

GENERAL CONDITIONS OF THE CONTRACT
Section 00700

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1. Contract and Contract Documents

1.1 The project to be constructed pursuant to this contract will be financed with the assistance of the New Mexico Small Cities Community Development Block Grant Program and is subject to all applicable federal and state laws and regulations. State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code."

1.2 The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement

policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1.3 The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

2.1 *Contractor* is a person, firm or corporation with whom the contract is made by the Owner.

2.2 *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

2.3 *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

3.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with progress of the work.

4. Shop or Setting Drawings

4.1 The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies, Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will never the less be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the

Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

5.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

5.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

6.1 No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

7.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

8.1 Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any

material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. Patents

9.1 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

9.2 License or Royalty Fees. License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not be or through the Contractor.

9.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

10. Surveys, Permits, and Regulations

10.1 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

10.2 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

10.3 The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

11.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

11.2 The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

12.1 In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property-Emergency

13.1 The Contractor shall at all times safely guard the

Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

13.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

13.3 Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons to damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

13.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

14.1 The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

15.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

16.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

17.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner and funding agency. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
 - 1. Labor, including foremen;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and old age and unemployment contributions.

17.2 To the costs under 17.1 there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

17.3 The Contractor must submit in writing any request for any modifications to the plans and specifications. Shop drawings that are submitted to the Architect/Engineer for review do not constitute "in writing" unless it is brought to the attention of the Architect/Engineer that specific changes are being proposed. In any event, the responsibility for proposing changes to the plans and specifications by means of shop drawings resides with the Contractor and no additional costs resulting from such changes will be paid to the Contractor.

17.4 All change orders will include the total added (or deducted) cost to the Owner, including gross receipts tax. The Owner must approve any increase or decrease to the Construction Cost.

17.5 All change orders will be approved by the funding agency (Infrastructure Planning and Development Division, DFA) before taking effect. Any additional project costs (including GRT) approved by the Owner without DFA approval, shall become the sole responsibility of the Owner.

17.6 Any party that becomes aware of an expected project cost over-run, will notify the Owner immediately. The Owner will notify the Funding Agency. If funding is not already in place to cover the entire over-run, the owner and Architect/Engineer will: 1) amend the scope of work to bring the project back within budget, 2) secure additional and timely funding to cover the entire over-run or 3) deny approval of the change order.

18. Extras

18.1 Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

19.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract: and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

19.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

19.3 If the said Contract shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach

of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.

19.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

19.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

A. To any preference, priority or allocation order duly issued by the Government;

B. To unforeseeable cause 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, freight embargoes, and severe weather; and

C. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections a) and b) of this article:

19.6 Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

20.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

21.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

22.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17.3 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

23.1 In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

24.1 Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

25.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 25th day of the month as follows:

A. Not later than forty-five (45) days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 3 of the Supplemental General Conditions, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and less such amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

B. When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay undisputed amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

25.2 In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

25.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

25.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of

subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, 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 this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

26.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

27.1 Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay his subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to his subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-

half percent of the undisputed amount per month or

fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).

28. Insurance

28.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

28.2 Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of this employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

28.3 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

28.4 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either 1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph 28.3 hereof or, 2) insure the activities of

his policy, specified in subparagraph 28.3 hereof.

28.5 Scope of Insurance and Special Hazards. The insurance require under subparagraphs 28.3 and 28.4 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

28.6 Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the Owner, the Owner, or Contractor [at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N] 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, this 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. Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days after receipt of the Notice of Award. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless a least thirty (30) days prior written notice has been given to the Owner. A copy of the Builder's All-Risk Policy, if required, shall be provided to the Owner before any portion of Work is commenced by the Contractor. The original Owner's Protective Liability Insurance Policy shall be provided to the Owner before any portion of the work is commenced by the Contractor.

28.7 Payment of Damages. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operation under this contract.

28.8 Proof of Carriage of Insurance. The Contractor

shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

29.1 The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

29.2 A claimant is further defined as set forth in □Sections 13-4-18 through □13-4-20 NMSA 1978. The security is bound by the provisions of □Sections 13-4-18 through □13-4-20 NMSA 1978.

30. Additional or Substitute Bond

30.1 If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

31.1 The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right

of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

32.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

33.1 The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

34.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

34.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

34.3 The Contractor shall be as fully responsible to

the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

34.4 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 General Conditions and other 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.

34.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

35.1 The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

35.2 The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

36.1 The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the

"Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

37.1 The Contractor expressly undertakes at his own expense:

A. to take every precaution against injuries to persons or damage to property;

B. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;

D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

F. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

38.1 Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor

shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

39.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this contract.

40. General Guaranty

40.1 Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

41.1 Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

42.1 Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provision Required by Law Deemed Inserted

43.1 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall

forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

44.1 "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction; as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

45.1 It is the contractor's responsibility to provide the owner an updated listing of subcontractors or any further subcontracts (Table A) within 10 days of the award.

46. Interest of Member of or Delegate to Congress

46.1 No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

47. Other Prohibited Interests

47.1 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become

directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

48. Use and Occupancy Prior to Acceptance by Owner

48.1 The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

MODIFICATIONS TO GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00700

1. Paragraph 1 is amended to add new sub-paragraphs 1.4 thru 1.6 to read:

1.4 Reference to standards, specifications, manuals, or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

1.5 The Contract Documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive as included in Section 11 of the Additional Conditions. All change orders and work change directives shall be approved by the funding agency before taking effect.

1.6 The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A. A Field Order (included in Section 11 of the Additional Conditions).

B. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 17.3).

C. Engineer's written interpretation or clarification.

2. Paragraph 4, sub-paragraph 4.1 is amended such that the first sentence reads:

4.1 The Contractor shall submit promptly to the Engineer four copies of each shop or setting drawings prepared in accordance with the schedule predetermined as aforesaid.

3. Paragraph 19 is amended to add new sub-paragraphs 19.7 thru 19.11 to read:

19.7 When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is

substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

19.8 Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

19.9 If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

19.10 At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on Owner and Contractor until final payment.

19.11 Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

4. Paragraph 20, sub-paragraph 20.1: replace this paragraph in its entirety to read:

20.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Architect/ Engineer who shall be the final judge of the quality and suitability of the work and materials for general conformity to the Contract Documents. Should the work and/or materials fail to conform to the intent of the Contract Documents, they shall forthwith be reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/ Engineer, it is undesirable to replace any defective or damaged materials and/or work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Architect/ Engineer.

5. Paragraph 24.0, sub-paragraph 24.1: replace this paragraph in its entirety to read:

24.1 The Contractor shall submit to the Engineer for timely review within ten (10) days of the agreement becoming effective, the following items:

A. A preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract Documents.

B. A preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Contracts that include unit price Work shall have a schedule of values that includes component parts for each lump sum item (except for lump sum items in which the amount of progress payment is identified in the technical specifications) that provides sufficient detail

to serve as the basis for progress payments. The costs employed in making this schedule will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additional to, or deductions from the contract price.

6. Paragraph 24.0 is amended to add new sub-paragraphs 24.2 thru 24.4 to read:

24.2 At least 10 days before submission of the first application for payment the Engineer will notify the Contractor if the preliminary schedules are acceptable based upon the following criteria:

A. The progress schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the contract times. Such acceptance will not impose on Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work, not interfere with or relieve Contractor from Contractor's full responsibility therefor.

B. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price or the Lump Sum unit price bid, to the component parts of the Work.

24.3 If the Engineer does not find the preliminary schedules acceptable, that Contractor will have 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment will be made to the Contractor until acceptable schedules are submitted to Engineer.

24.4 Contractor shall adhere to the progress schedule established as it may be adjusted from time to time as provided below,

A. Contractor shall submit to Engineer for acceptance (to the extent indicated in 24.2.A) proposed adjustments in the progress schedule that will not result in changing the contract times. Such adjustments will comply with any provisions of the general requirements applicable thereto.

B. Proposed adjustments in the progress schedule that will change the contract times shall be submitted in accordance with the requirements of Paragraph 19.6. Adjustments to the contract time may only be made through a Change Order.

7. Paragraph 25 is amended to add new sub-

paragraphs 25.5 thru 25.7 to read:

25.5 After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, contractor may make application for final payment following the procedure for progress payments.

25.6 The final application for payment shall be accompanied (except as previously delivered) by:

- A. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance;
- B. Consent of the surety, if any, to final payment;
- C. A list of all claims against the Owner that the Contractor believes are unsettled;
- D. Complete and legally effective release or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work;
- E. Labor Standards Certificate;
- F. NPDES Permit Notice of Terminations for Owner and Contractor, as required;
- G. Final Change Order adjusting contract quantities to in-place quantities, and contract times as necessary, and;
- H. Contractor's letter stating no subcontractors were employed, if applicable.

25.7 In lieu of the releases or waivers of Liens specified in 25.6.D and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to

furnish such a release or receipt on full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

8. Paragraph 34, sub-paragraph 34.4: Replace this paragraph in its entirety to read:

34.4 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 28.4, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, Funding Agency and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

9. Paragraph 40, sub-paragraph 40.1: Replace this paragraph in its entirety to read:

40.1 Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of Substantial Completion of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

10. Paragraph 40 is amended to add new sub-paragraphs 40.2 thru 40.3 to read:

40.2 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

40.3 The Contractor shall warranty, or otherwise guarantee that the remedy of defects in the work or other work resulting therefrom, for a period of one year after the date of repair.

11. Paragraph 41, sub-paragraph 41.1: Replace this paragraph in its entirety to read:

41.1 Any provisions of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be referred to the Engineer for interpretation or clarifications. The Engineer, through consultation with the Funding Agency, will provide a written clarification or decision that will be final and binding. When functioning as interpreter under this paragraph, the Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00820

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1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Page ____ to ____, inclusive

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction: Nos. _____

Heating and Ventilating: Nos. _____

Plumbing: Nos. _____

Electrical: Nos. _____

_____ Nos. _____

_____ Nos. _____

SPECIFICATIONS

General Construction: Page ____ to ____, inclusive

Heating and Ventilating Page ____ to ____, inclusive

Plumbing: Page ____ to ____, inclusive

Electrical Page ____ to ____, inclusive

Page ____ to ____, inclusive

ADDENDA

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

2. STATED ALLOWANCES

A. Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in the Bid:

1. For (page ____ of Specifications) \$ _____

2. For (page ____ of Specifications) \$ _____

3. For (page ____ of Specifications) \$ _____

4. For (page ____ of Specifications) \$ _____

5. For (page ____ of Specifications) \$ _____

6. For (page ____ of Specifications) \$ _____

3. NOTICE OF EXTENDED PAYMENT PROVISION

This contract allows the Owner to make payment within forty-five (45) days after submission of an undisputed request for payment (Section 57-28-5 B (2) NMSA 1978).

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the policy shall be written for not less than the following or greater if required by law:

4.1 Worker's Compensation (including accident and occupational disease coverage):

a. State	Statutory
b. Employer's Liability	\$ 100,000 each accident \$ 500,000 disease-policy limit \$ 100,000 disease-each employee

4.2 Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- a. Bodily Injury \$ 500,000 per person
\$1,000,000 each occurrence
- b. Property Damage \$ 500,000 each occurrence
\$ 500,000 annual aggregate
- c. Property Damage Liability Insurance shall provide X, C or coverage as applicable.

4.3 Comprehensive Automobile Liability:

- a. Bodily Injury \$ 500,000 per person
\$1,000,000 each occurrence
- b. Property Damage \$ 500,000 each occurrence
\$ 500,000 annual aggregate

4.4 Umbrella Excess Liability: \$1,000,000 over primary insurance

4.5 The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As required by the Funding Agency, the Contractor will furnish photographs before construction, during construction and upon completion of the project.

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES.

Given on pages 4A-98 through 4A-99.

Note: Applicable federal and state regulations require that the higher of the federal or the state wage rate for each classification must be paid. See Section 9 of the Additional Conditions.

7. BUILDER'S RISK INSURANCE

7.1 As provided in the General Conditions, Paragraph 28, the Contractor ☐ will ☒ will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

(* Check one - to be filled in by Architect/Engineer)

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS - Executive Order 11246

A. Section 202 Equal Opportunity Clause

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union

or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the

interest of the United States.

B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Female <u>Participation: * % listed by County below</u> 6.9%		Goals for Participation:	
Bernalillo	38.3%	Catron	46.9%
Sandoval	"	Colfax	"
De Baca	"		
Chaves	49.0%	Guadalupe	"
Dona Ana	"	Lincoln	"
Eddy	"	Los Alamos	"
Grant	"	McKinley	"
Hidalgo	"	Mora	"
Luna	"	Rio Arriba	"
Otero	"	San Juan	"
Sierra	"	San Miguel	"
Santa Fe	"		
Lea	31.0%	Socorro	"
Roosevelt	"	Taos	"
Torrance	"		
Curry	11.0%	Valencia	"
Harding	"		
Quay	"		
Union	"		

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal

Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographic area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, County, and Municipality, if any).

C. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. *covered area* means the geographic area described in the solicitation from which this contract resulted;

b. *Director* means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. *Employer identification number* means

the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. *Minority* includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. When the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, is shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals

and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working

environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and female, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and

training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a

Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force

participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. The Contractor shall provide immediate notice to Owner, but in no case later than three (3) business days, after becoming aware that the Contractor or any subcontractor has been debarred or is prohibited in any way from contracting on any projects involving federal funds. The Owner may immediately terminate this Agreement if the Contractor or any subcontractor is or becomes a "debarred" or "active exclusion" contractor or subcontractor.

12. The Contractor shall not carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in,

be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 ("Section 3") as amended (Economic Opportunities for Low- and Moderate-Income Persons, Minority Business Enterprise and Women's Business Enterprise Policy). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, including the Section 3 requirements outlined in 24 CFR Part 75.19. As evidenced by their execution of this contract, the parties to this contract certify they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

3. Contractor will complete, to the satisfaction of the Funding Agency, all requirements imposed under Section 3, pursuant to 24 CFR Part 75 of the Regulations including submitting the Section 3 Compliance Certification Form attached hereto as Exhibit 4-Y-1, along with all required documentation.

4. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice

advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Funding Agency issued in writing, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

G. Section 504 Handicapped (if \$ 2,500 or over), Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through

the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance physically and mentally handicapped individuals.

6. The Contractor will include the provisions of this part in every subcontract or purchase order of \$2,500 or more unless exempted by the rules, regulation, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor and vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federal assisted construction contracts and related subcontracts exceeding \$100,000).

Compliance with Air and Water Acts

A. During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

B. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the "List of Violating Facilities" issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA "List of Violating Facilities".

4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph a through d of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all Owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Architect/Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

11. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition or construction in such identified areas in communities

then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973.

12. ACCESS TO RECORDS AND MAINTENANCE OF RECORDS

The State grantor agency (funding agency), the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of the Grant.

13. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing

body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest. Owner and Contractor shall avoid actual and apparent conflicts; no officer or employee of the local jurisdiction or governing body, or other public official exercising functions or responsibilities with respect to this Agreement, during tenure or for one year thereafter, shall have any interest in any contract or subcontract, or proceeds thereof, for work under this Agreement; this language must flow down to subcontracts.

14. MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS

Lists are available from various sources including the state Department of Transportation, the U.S. Department of Housing and Urban Development, Ft. Worth Area Office. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these Supplemental General Conditions. The lists do not contain a complete listing of minority and female businesses. The information may in some cases be out of date.

15. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

None

MODIFICATIONS TO SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS Section 00820

1. Paragraph 1: Replace this paragraph in its entirety to read:

Following are the Drawings, Specifications and Addenda which form a part of this Contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents."

DRAWINGS

Refer to the Construction Drawings consisting of sixteen (16) sheets with each sheet bearing the following general title: Cuba Road Street & Drainage Improvements - Phase II.

SPECIFICATIONS

Refer to the Technical Specifications.

ADDENDA

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

2. Paragraph 2: Replace this paragraph in its entirety to read:

Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in the bid:

1. For Contractor's Quality Control Construction Testing \$(Amount to be Determined by Bidder)
2. For Contingency Allowance \$N/A

3. Paragraph 4: Replace this paragraph in its entirety to read:

As required under paragraph 28 of the General Conditions, the policy shall be written for not less than the following or greater if required by law:

4.1 Workers Compensation (including accident and occupational disease coverage):

- | | |
|------------------------|-------------------------|
| A. State | Statutory |
| B. Federal | Statutory |
| C. Employers Liability | \$500,000 each accident |

4.2 Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

- | | |
|--|-------------|
| A. General Aggregate | \$2,000,000 |
| B. Products – Completed Operations Aggregate | \$1,000,000 |
| C. Personal and Advertising Injury | \$1,000,000 |
| D. Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| E. Property damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. | |
| F. Excess or Umbrella Liability | |
| 1. General Aggregate | \$2,000,000 |
| 2. Each Occurrence | \$2,000,000 |

4.3 Comprehensive Automobile Liability:

- | | |
|--------------------|---|
| A. Bodily Injury | \$1,000,000 per person
\$1,000,000 each accident |
| B. Property Damage | \$1,000,000 each accident
\$1,000,000 annual aggregate |

C. Contractual Liability Coverage shall provide coverage for not less than the following amounts:

- | | |
|--------------------|---|
| 1. Bodily Injury | \$2,000,000 each accident
\$2,000,000 annual aggregate |
| 2. Property Damage | \$2,000,000 each accident
\$2,000,000 annual aggregate |

4.4 Additional Insureds:

- | |
|--------------------|
| A. City of Socorro |
|--------------------|

- B. Dennis Engineering Company
- C. New Mexico Department of Transportation
- D. Middle Rio Grande Conservancy District

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

4. Paragraph 6: Replace this paragraph in its entirety to read:

Given at the end of Part VII, Section 0830, Additional Conditions. Note: Applicable federal and state regulations require that the higher of the federal or the state wage rate for each classification must be paid. See Section 9 of the Additional Conditions.

ADDITIONAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00830

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 8. Safety Standards and Accident Prevention
 9. Minimum Wage Rates
 10. Project Identification Sign
-

1. CONSTRUCTION INDUSTRIES LICENSING ACT

1.1 This Contract is subject to the provisions of the New Mexico Construction Industries Licensing Act (§§60-13-1 to 60-13-59 NMSA 1978), the rules and regulations of the New Mexico Construction Industries Commission and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.

2. CONTRACT AUDIT

2.1 The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or subcontract other than a firm fixed-price Contract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of six years from the date of final payment under the prime Contract and by the Subcontractor for a period of six years from the date of final payment under the subcontract unless a shorter period is otherwise authorized by the Owner in writing (§13-1-161 NMSA 1978).

3. ASSIGNMENT OF ANTITRUST CLAIMS

3.1 All contractor, suppliers, subcontractors agree that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this Project are hereby assigned to the Owner and

the funding agency, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the contractor, supplier, subcontractor or sub-subcontractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

4. BRIBES, GRATUITIES, AND KICKBACKS

4.1 It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Contract and for any person to offer or pay anything of value to any such public employee (§§30-24-1 through 2 NMSA 1978).

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

5. NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

5.1 Section 7-1-55A NMSA 1978 provides that any person (as defined in §7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this state shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by §7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate, that the requirements of this paragraph have been met.

5.2 If the total sum to be paid under the contract is changed by ten percent or more after the date the

surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (§7-1-55B NMSA 1978).

5.3 In addition to the above requirements, the Contractor will be subject to all the requirements of §7-1-55 NMSA 1978.

6. CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

6.1 §7-10-4 NMSA 1978 provides that any person (as defined in §7-10-3 NMSA 1978) performing services for the state or its political subdivisions, as those terms are used in the Gross Receipts and Compensating Tax Act (§§7-10-1 through 7-10-5 NMSA 1978) must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department of the state to pay the gross receipts tax.

6.2 For information in obtaining the identification number contact: Revenue Processing Division, Taxation and Revenue Department, Manuel Lujan Sr. Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87505, or call (505) 827-0825.

6.3 If any person who performs services for the State or its political subdivisions is not registered to pay the gross receipts tax, the Owner shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

7. CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS, AGENT FOR SERVICE OF PROCESS

Special attention of contractors is called to the requirements of §§ 13-4-21 through 13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

7.1 The Contractor warrants and agrees that he, all subcontractors and any further subcontractors will comply with all applicable provisions of the New

Mexico Public Works Minimum Wage Act, §13-4-11 NMSA 1978. The attached Minimum Wage Rate Determinations are declared to be prevailing and apply to all construction. Note: Applicable federal and state regulations require that the higher of the federal or the state wage rate for each classification must be paid.

8. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (P.L. 91-596), and the requirements of Title 29 of the Code of Federal Regulations, 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

C. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

9. MINIMUM WAGE RATES

9.1 Submission of weekly payroll records to the Owner is mandatory. Include the decision number on Contractor's and subcontractor's payrolls. The scale of wages must also be posted in a prominent location at the site.

9.2 In the event it is found by the Labor Commission, that any laborer or mechanic employed by the Contractor, subcontractor or any further subcontractors on the site of the project covered by this Contract, has been or is being paid as a result of a willful violation, a rate of wages less than the rate of wages required by the Contract, the Owner may, by written notice to the

Contractor, his subcontractor or any further subcontractors if the violation involves a Subcontractor, terminate their right to proceed with the Work or such part of the Work as to which there has been a willful failure to pay the required wages and the Owner may prosecute the work to completion by contract or otherwise, and the Contractor, subcontractor or any further subcontractor shall be liable to the Owner and the State of New Mexico for any excess cost occasioned thereby. If the Owner or State of New Mexico is unable to collect from the Subcontractor or any further Subcontractors, the Contractor will be liable for all costs.

10.1 The Contractor as an incidental cost shall provide, erect, and maintain for the duration of the construction project one identification sign at each construction site. The sign shall be painted on one side with a background color of yellow with red lettering of 3/4" thick, not smaller than 4' x 6' nor larger than 4' x 8', marine grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level and at the location designated by the Architect/Engineer or the Owner's Project Manager. The sign shall be salvaged to the Owner at the end of the construction project.

10. PROJECT IDENTIFICATION SIGN

Sample Sign

Sign shall be yellow background with red letters

[2 1/2"] CITY OF SOCORRO  [Logo - 1'-6" Dia./Sq.]	[2"] NEW MEXICO COMMUNITY DEVELOPMENT COUNCIL PROJECT MICHELLE LUJAN GRISHAM, GOVERNOR [3"] Cuba Road Street & Drainage Improvements - Phase II <table border="0"> <tr> <td data-bbox="552 1029 1055 1218"> ENGINEER [1-1/2"] DENNIS ENGINEERING COMPANY [1-1/2"] P.O. BOX 909 [1"] EDGEWOOD, NM 87015 [1"] (TELEPHONE NO. 505-281-2880) [1"] </td> <td data-bbox="1055 1029 1494 1218"> CONTRACTOR NAME OF CONTRACTOR MAILING ADDRESS CITY, STATE ZIP (TELEPHONE NO. (XXX) XXX-XXXX) </td> </tr> <tr> <td data-bbox="552 1218 1055 1428"> OWNER [1-1/2"] City of Socorro [1-1/2"] 111 SCHOOL OF MINES RD. [1"] SOCORRO, NM 87801 [1"] (TELEPHONE NO. (575) 835-0240) [1"] (NAME), MANAGER [1"] </td> <td data-bbox="1055 1218 1494 1428"> FUNDING CDBG GRANT --- LOCAL FUNDS --- - TOTAL PROJECT COST --- </td> </tr> </table> [1-1/2" wide red outline, with rounded corners @ interior box]	ENGINEER [1-1/2"] DENNIS ENGINEERING COMPANY [1-1/2"] P.O. BOX 909 [1"] EDGEWOOD, NM 87015 [1"] (TELEPHONE NO. 505-281-2880) [1"]	CONTRACTOR NAME OF CONTRACTOR MAILING ADDRESS CITY, STATE ZIP (TELEPHONE NO. (XXX) XXX-XXXX)	OWNER [1-1/2"] City of Socorro [1-1/2"] 111 SCHOOL OF MINES RD. [1"] SOCORRO, NM 87801 [1"] (TELEPHONE NO. (575) 835-0240) [1"] (NAME), MANAGER [1"]	FUNDING CDBG GRANT --- LOCAL FUNDS --- - TOTAL PROJECT COST ---
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[1-1/2"] COUNCIL/COMMISSION [1"] CAROL BOWMAN, DISTRICT 1 [1"] WAYNE SONCHAR, DISTRICT 2 [1"] BRUCE JOEL PERLMAN, DISTRICT 3 [1"] EVA LEE WOODS, DISTRICT 4 [1"] KRISTEN GIL CUNNINGHAM WARNACK , DISTRICT 5 [1"] EVELYN CABALLERO HOLGUIN, DISTRICT 6 [1"] GARY WHITEHEAD, DISTRICT 7					

11. OTHER ADDITIONAL CONDITIONS (list):

11.1 Federal Labor Standards Provisions

11.2 Attachments to Federal Labor Standards Provisions

11.3 This project is subject to the "Buy American Preference" (BAP) of the Build America, Buy America Act (BABA) terms and conditions pursuant to 2 CFR 184.1 through 2 CFR 184.8.

MODIFICATIONS TO ADDITIONAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00830

1. Paragraph 11 is amended to add new sub-paragraphs 11.3 thru 11.5 to read:

11.3 Contract Forms (attached hereto)

- A. Contractor's Application for Payment
- B. Contract Change Order
- C. Work Change Directive
- D. Field Order
- E. Certificate of Substantial Completion
- F. Contractor Release of Liens
- H. Subcontractor/ Supplier Release of Liens
- I. Contractor Labor Standards Certification

11.4 Federal Wage Rates (attached hereto)

11.5 State Wage Rates (attached hereto)

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Contractor's Application for Payment					
					No. 1
Contractor: Contractor Address City, State ZIP		Project: Cuba Road Street & Drainage Improvements - Phase II			
Owner: City of Socorro 111 School of Mines Road Socorro, NM 87801		Project Nos.: CDBG 23-C-NR-I-01-G-06 Local Funds		Application Period: From 2/1/2021 thru 2/8/2021	
				Application Date: 2/1/2021	
CONTRACT CHANGE ORDER SUMMARY				PAY APPLICATION	
Change Order No.	Owner Approval Date	Amount w/o GRT			
		Addition	Deduction		
1	1/0/1900	\$0.00	\$0.00	1. Original Contract Value w/o NMGR	\$0.00
				2. Change Orders w/o NMGR	\$0.00
				3. Revised Contract Value (1+2)	\$0.00
				4. Work Completed, w/o NMGR	\$0.00
				5. Materials Stored this Period @ 100% of Invoice w/o NMGR	\$0.00
				6. Subtotal (4+5)	\$0.00
				7. Retainage @ 0%	\$0.00
				8. Less Previous Payments w/o NMGR	\$0.00
				9. Subtotal (6-7-8)	\$0.00
				10. NMGR @ 7.5625%	\$0.00
				11. Total Amount Due this Estimate (9+10)	\$0.00
				12. Amount Due Funding Source: CDBG 23-C-NR-I-01-G-06	
				13. Amount Due Funding Source: Local Funds	
Totals w/o GRT:		\$0.00	\$0.00		
Net Change w/o GRT:		\$0.00			
CONTRACT TIME ☐ Working Days ☒ Calendar Days					
Project on Schedule ☐ Yes ☐ No			Project Start Date: 2/1/2021		
Original Substantial Completion (days) 135			Project Substantial Completion Date (Original Contract) 6/16/2021		
Revised Substantial Completion (days) 135			Project Substantial Completion Date (Revised Contract) 6/16/2021		
Original Ready for Final Payment (days) 150			Ready for Final Payment Date (Original Contract) 7/1/2021		
Revised Ready for Final Payment (days) 150			Ready for Final Payment Date (Revised Contract) 7/1/2021		
ORIGINAL CONTRACT PERCENT COMPLETE				ACCEPTED BY:	
Time 0.00%		Funds 0.00%		Owner: City of Socorro	
CURRENT CONTRACT PERCENT COMPLETE				By:	
Time 0.00%		Funds 0.00%		Date:	
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that: 1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.					
REQUESTED BY:			RECOMMENDED BY:		
Contractor: Contractor			Engineer: DENNIS ENGINEERING COMPANY		
By:			By:		
Date:			Date:		
1 st Funding Agency: Acknowledgement (if applicable)			2 nd Funding Agency: Acknowledgement (if applicable)		
By:			By:		
Date:			Date:		

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Contract Change Order			
No. 1			
Contractor: Contractor Address City, State ZIP		Project: Cuba Road Street & Drainage Improvements - Phase II	
Owner: City of Socorro 111 School of Mines Road Socorro, NM 87801		CDBG 23-C-NR-I-01-G-06 Local Funds	
Date of Issue: xx/xx/xx		Effective Date: of Agency's Signature	
The Contractor is hereby directed to make the following changes in the Contract Documents			
Amount (w/o GRT)	Description		
\$0.00	Sub Total		
\$0.00	Including NMGR @ 7.5625%		
Reason for Change Order			
Reasons			
Attachments: <i>(List documents supporting change and justifying cost and time)</i>			
Request for change			
Other supportings docs			
Change in Contract Price:		Change in Contract Times:	
Original Contract Price (w/ GRT):		Original Contract Times: Calendar Days ☒ Working Days ☐	
\$0.00		Substantial Completion (days): Ready for Final Payment (days):	
Increase or Decrease from Previously Approved Change Orders:		135 150	
Increase: Decrease:		Substantial Completion (days): Ready for Final Payment (days):	
\$0.00	\$0.00	0 increase 0 increase	
Contract Price Prior to this Change Order:		Contract Times Prior to This Change Order:	
\$0.00		Substantial Completion (days): Ready for Final Payment (days):	
Increase or Decrease of this Change Order:		135 150	
Increase: Decrease:		Substantial Completion (days): Ready for Final Payment (days):	
\$0.00	\$0.00	0 0	
Contract Price with all Approved Change Orders:		Contract Times with all Approved Change Orders:	
\$0.00		Substantial Completion (days): Ready for Final Payment (days):	
		135 150	
RECOMMENDED: DENNIS ENGINEERING COMPANY		ACCEPTED: City of Socorro	
By:		By:	
Date:		Date:	
ACCEPTED: Contractor		APPROVED BY FUNDING AGENCY: (if applicable)	
By:		By:	
Date:		Date:	

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Work Change Directive
No. _____

Date of Issuance: _____ Effective Date: _____

Owner:	City of Socorro	Owner's Contract No.:	063026
Contractor:	Name of Contractor	Contractor's Contract No.:	
Engineer:	DENNIS ENGINEERING COMPANY	Engineer's Project No.:	01358
Project:	Cuba Road Street & Drainage Improvements - Phase II	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: [List documents supporting change]

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change
- ☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Time (non-binding, preliminary):

Contract Price \$_____ increase

Contract Time XX days increase

Basis of estimated change in Contract Price:

- ☐ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Title: _____ Title: _____ Title: _____

Date: _____ Date: _____ Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

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Field Order
No. _____

Date of Issuance: _____ Effective Date: _____

Owner:	City of Socorro	Owner's Contract No.:	063026
Contractor:	Name of Contractor	Contractor's Contract No.:	
Engineer:	DENNIS ENGINEERING COMPANY	Engineer's Project No.:	01358
Project:	Cuba Road Street & Drainage Improvements - Phase II	Contract Name:	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with Modifications to the General Conditions Paragraph 1.6, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)	Drawing(s) / Detail(s)
------------------	------------------------

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____ By: _____
Engineer (Authorized Signature) Contractor (Authorized Signature)

Title: _____ Title: _____

Date: _____ Date: _____

Copy to: Owner

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Socorro	Owner's Contract No.:	063026
Contractor:	Name of Contractor	Contractor's Contract No.:	
Engineer:	DENNIS ENGINEERING COMPANY	Engineer's Project No.:	01358
Project:	Cuba Road Street & Drainage Improvements - Phase II	Contract Name:	

This preliminary Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

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

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

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 19.10 of the Modifications to the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows:

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

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

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

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: _____
(Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

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AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

Owner: City of Socorro

Project: Cuba Road Street & Drainage Improvements - Phase II

Project No.(s): CDBG 23-C-NR-I-01-G-06, Local Funds,

WHEREAS, the undersigned, for and in consideration of the sum of _____ (\$_____) Dollars received and, final payment in the amount of _____ (\$_____) Dollars paid in accordance with the contract, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, final payment in the amount of _____ (\$_____), he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

Name of Contractor

Name of sole ownership, corporation or partnership

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

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SUBCONTRACTORS/ SUPPLIERS
AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by (A) Name of Contractor, to furnish ☐ **labor**, ☐ **service**, **and/or** ☐ **materials** (B) Construction work, under contract (C) CDBG 23-C-NR-I-01-G-06, Local Funds, ___ for improvement of the premises described as (D) Cuba Road Street & Drainage Improvements - Phase II to the (E) City of Socorro, County of Socorro, State of New Mexico, the City of Socorro is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____, for and in

consideration of the sum of (F) _____ Dollars, with receipt of final payment in the amount of \$ _____ the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS: (G) None

(H) Name of sole ownership, corporation or partnership

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

INSTRUCTIONS:

(A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.

(B) Fill in the nature and extent of work; strike the word labor or the materials if not in the contract.

(C) Identify contract(s) by number, description, and extent of work.

(D) Describe improvements and location of the premises to exclude all others.

(E) Name community, such as City of __, Village of __, or Unincorporated Area known as __.

(F) Amount shown should be the amount actually received and equal to the total adjusted contract.

(G) If none, write "None". If required by Owner, Contractor shall furnish bond satisfactory to Owner for each exception.

(H) If waiver is for a corporation, corporate name should be used, **corporate seal affixed and title of officer signing affidavit should be set forth**; if waiver is for a partnership, the partnership name should be used, partner should sign and designate as partner.

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LABOR STANDARDS CERTIFICATION

Local Authority: City of Socorro
Address: 111 School of Mines Rd., Socorro, NM 87801
Project Name: Cuba Road Street & Drainage Improvements - Phase II
Project Number: CDBG 23-C-NR-I-01-G-06
Local Funds

Contractor Name: Name of Contractor
Contractor Address: Mailing Address, City, State Zip
Total Contract Amount: [\$-Numerals]

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

Name & Title (Contractor)

Signature

Date

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Cuba Road Street & Drainage Improvements - Phase II

Location: Socorro, NM

A/E#: 01358

TO (Owner): City of Socorro

Address: 111 School of Mines Rd.

City/State/Zip: Socorro, NM 87801

Contractor: Name of Contractor Contract Date: 1/1/1901_____

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

[Name of Surety Company]

Surety Company,

[Address 1]

[Address 2]

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

Name of Contractor

Contractor,

Mailing Address

City, State Zip

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the City of Socorro, Owner, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ day of _____, 20__

Surety Company

Signature of Authorized Representative

Attest:

Title

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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. **Conformance**

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. **Fringe benefits not expressed as an hourly rate**

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

v. **Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. **Interest**

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

i. **Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. **Priority to withheld funds**

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

i. **Basic record requirements**

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

- A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime

contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

- B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. **Length of certified payroll retention** The contractor or subcontractor must preserve

all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents**

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. **Required disclosures and access**

- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment **action** pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate

for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii. **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and

monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
 - iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
11. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
 - iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii. Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by

any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance,

tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT 4-C
REQUEST FOR FEDERAL WAGE RATE DETERMINATION/10 DAY CALL

Federal Wage Rates MUST be obtained from DFA office. Wages cannot be pulled from DOL website.

Check the appropriate box: ☐ Initial Request for Federal Wages, or ☐ 10 Day Call

To receive decision fill out this form and email to:

Infrastructure Planning and Development Division, DFA

Office Administrator, Mariah Baca at mariah.baca@dfa.nm.gov, (505)637-1379 and CDBG Project Manager

CDBG Project #: _____ **Grantee:** _____ **Phone #:** _____

Location of work to be performed: _____ **County:** _____

Date of Request: _____ **Est. Advertising Date:** _____ **Est. Bid Opening:** _____

Description of Work (Exhibit "A" of Grant Agreement):

Select type of construction:

☐ **Building:** Generally includes construction of sheltered enclosures with walk-in access for housing persons, machinery, equipment or supplies. This includes all construction within and including the exterior walls, both above and below grade.

☐ **Highway:** Includes construction, alteration or repair of roads, streets, highways, parking areas and other projects not incidental to building or heavy construction.

☐ **Residential:** Involves the construction, alteration or repair of single-family houses or apartment buildings no more than four stories tall.

☐ **Heavy:** Is generally considered for all construction not properly classified as highway, residential, or building. Water and sewer line construction will typically be categorized as heavy construction.

***Federal definitions above are not identical to those issued by the New Mexico Department of Workforce Solutions. It is possible to have two different types of wage decisions.**

Send information to:

Name: _____ **Phone #:** _____ **Email:** _____

Address: _____

To be completed by Infrastructure Planning and Development Division:

Decision Number: _____ **Date of Decision:** _____

Expires: _____ **Supersedes Decision:** _____

Approved: _____ **Date:** _____

DFA/Infrastructure Planning and Development Division



New Mexico
**Department of Finance
and Administration**
**Infrastructure Planning
and Development Division**

Michelle Lujan Grisham
Governor

Wayne Propst
Cabinet Secretary

Wesley Billingsley
Division Director

June 8, 2026

Ellen Gilbertson - City of Socorro- Socorro CO.

Phone: (505)281-2880

6020 Indian School Rd NE Albuquerque, NM 87110

RE: Initial Request for Federal Wage Determination: Socorro County

Project No: 23-C-NR-I-01-G-06

The City of Socorro, NM located in Socorro County will construct a street and drainage improvements project on Cuba Road, in a low-to-moderate income area located in the southern part of the City at the underpass for I-25 (34.06° latitude and 106.88° longitude). This project will address drainage issues and provide a reliable transportation network within the project area. The surfacing will be used to convey drainage to the City storm system. The approximate width of the road will vary from 24' to 20' based on existing site conditions. Improvements for Cuba Road consist of unclassified excavation, cold milling, sub-grade preparation, base course, approximately 3,000 s.y. of hot mix asphalt, approximately 2,400 lf of curb & gutter, approximately 570 lf of culvert pipe and 4 drop inlets.

Type of Construction: Highway

Wage Decision: NM20260036

Date of Decision: 05/18/2026

Dear Ms. Gilbertson,

Attached are the results of the initial Davis-Bacon Wage Determinations. Also, the procedure to request the State Wage rates are written in (Exhibit 4-B) Request for State Wage Determination. The Federal and State predetermined wage rates are required to be included in bid contracts for the Community Development Block Grant (CDBG) project which the Davis-Bacon and related



New Mexico
Department of Finance
and Administration

Infrastructure Planning
and Development Division

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Governor

Wayne Propst
Cabinet Secretary

Wesley Billingsley
Division Director

Acts apply. To confirm there are no modifications to the federal wage determinations, within ten (10) days prior to bid opening, please contact me to determine if superseding changes have been made.

Any modifications to the federal wage decision must be made available to all contractors who received the original bid package. After bid opening for any contract not awarded within 90 days, you must once again, contact me to determine if superseding changes have been made.

Contractor(s) and subcontractor(s) on this project are required to certify that their firm is eligible to be awarded Government contracts by virtue of the Davis-Bacon Act or HUD contracts. Verification of eligibility of the contractor(s) registration in the System of Award Management (SAM) is approved by the Infrastructure Planning and Development Division (IPDD) by submitting (Exhibit 1-X) Contractor/Subcontractor Clearance Form.

Contractor(s) and subcontractor(s) on this project are required to attend the preconstruction conference and address all the subjects in the (Exhibit 4-L) CDBG Preconstruction Conference Minutes with Required Elements. Refer to the CDBG Implementation Manual - Chapter 4 on our processes, forms and resources used to assist you with questions or concerns regarding required bid documents, equal opportunity, labor standards, and other requirements.

Included is the web link to “**Davis-Bacon and Labor Standards: Agency/Contractor Guide and Contractor Addendum**” <https://www.hudexchange.info/resource/6717/davis-bacon-and-labor-standards-agency-contractor-guide-and-contractor-addendum/> If you do not have access to this web site, please feel free to request a copy from me.

If you should need additional information or have any questions, please contact Donna Stewart.

Sincerely,

Mariah Baca
Office Manager
Infrastructure Planning and Development Division
c. 505.637.1379



"General Decision Number: NM20260036 05/18/2026

State: New Mexico

Construction Types: Highway

Counties: New Mexico Counties of
Catron, Chaves, Curry, De Baca, Eddy,
Grant, Hidalgo, Lea, Lincoln, Luna,
Otero, Roosevelt, Sierra and Socorro

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUNM2011-004 08/26/2011

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK (LEA).....	\$ 15.07	0.26
TRUCK DRIVER: WATER TRUCK (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 14.39	0.26
TRUCK DRIVER: PICKUP AND PILOT CAR (LEA).....	\$ 12.84	0.26
TRUCK DRIVER: PICKUP AND PILOT CAR (EDDY).....	\$ 12.60	0.26
TRUCK DRIVER: PICKUP AND PILOT CAR (CATRON, CHAVES, CURRY, DEBACA, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 12.70	0.26
TRUCK DRIVER: FLATBED TRUCK (ROOSEVELT).....	\$ 13.26	0.26
TRUCK DRIVER: FLATBED TRUCK (LEA).....	\$ 13.05	0.26
TRUCK DRIVER: FLATBED TRUCK (EDDY).....	\$ 12.71	0.26
TRUCK DRIVER: FLATBED TRUCK (CATRON, CHAVES, CURRY, DEBACA, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, SIERRA, SOCORRO).....	\$ 12.96	0.26
TRUCK DRIVER: DUMP TRUCK (LEA).....	\$ 14.61	0.26
TRUCK DRIVER: DUMP TRUCK (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 14.60	0.26
TRUCK DRIVER: DISTRIBUTOR (EDDY).....	\$ 13.70	0.26
TRUCK DRIVER: DISTRIBUTOR (CATRON, CHAVES, CURRY, DEBACA, GRANT, HIDALGO, LEA, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 13.81	0.26
TRUCK DRIVER (TRACTOR HAUL TRUCK).....	\$ 14.00	0.00
TRUCK DRIVER (SEMI-TRAILER TRUCK).....	\$ 16.58	0.26
POWER EQUIPMENT OPERATOR: TRACTOR.....	\$ 15.40	0.26
POWER EQUIPMENT OPERATOR: SCREED.....	\$ 15.70	0.26
POWER EQUIPMENT OPERATOR: SCRAPER.....	\$ 15.91	0.26
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT, DIRT, AND SHEEPSFOOT) (LEA).....	\$ 17.41	0.26
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT, DIRT, AND SHEEPSFOOT) (DEBACA).....	\$ 14.19	0.75
POWER EQUIPMENT OPERATOR: ROLLER (ASPHALT, DIRT, AND SHEEPSFOOT) (CATRON, CHAVES, CURRY, EDDY, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 15.86	0.26
POWER EQUIPMENT OPERATOR: OILER.....	\$ 15.79	0.26

POWER EQUIPMENT OPERATOR: MECHANIC (LEA).....	\$ 20.69	0.26
POWER EQUIPMENT OPERATOR: MECHANIC (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 19.44	0.26
POWER EQUIPMENT OPERATOR: LOADER (FRONT END).....	\$ 16.12	0.26
POWER EQUIPMENT OPERATOR: GRADER/BLADE.....	\$ 18.02	0.26
POWER EQUIPMENT OPERATOR: FORKLIFT.....	\$ 17.16	0.26
POWER EQUIPMENT OPERATOR: BULLDOZER.....	\$ 16.25	0.26
POWER EQUIPMENT OPERATOR: BOBCAT/SKID LOADER.....	\$ 18.06	0.26
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (LEA).....	\$ 16.88	0.26
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (EDDY).....	\$ 14.87	0.26
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE (CATRON, CHAVES, CURRY, DEBACA, GRANT, HIDALGO, LINCOLN, LUNA, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 19.92	0.26
POWER EQUIPMENT OPERATOR: (TRENCHER).....	\$ 16.31	0.26
POWER EQUIPMENT OPERATOR: (PILEDRIIVER).....	\$ 17.82	0.26
POWER EQUIPMENT OPERATOR: (MILLING MACHINE).....	\$ 16.59	0.26
POWER EQUIPMENT OPERATOR: (DISTRIBUTOR).....	\$ 14.50	0.26
POWER EQUIPMENT OPERATOR: (CRUSHER).....	\$ 16.53	0.26
POWER EQUIPMENT OPERATOR: (BROOM).....	\$ 15.48	0.26
POWER EQUIPMENT OPERATOR: (ASPHALT/CONCRETE PAVER, LAYDOWN MACHINE, AND PLANT).....	\$ 15.42	0.26
PAINTER (BRUSH, ROLLER, AND SPRAY).....	\$ 15.41	0.44
LABORER, COMMON OR GENERAL (OTERO).....	\$ 12.73	0.35
LABORER, COMMON OR GENERAL (LUNA, ROOSEVELT).....	\$ 12.56	0.35
LABORER, COMMON OR GENERAL (LEA).....	\$ 11.61	0.35
LABORER, COMMON OR GENERAL (GRANT).....	\$ 10.62	0.35
LABORER, COMMON OR GENERAL (EDDY).....	\$ 11.78	0.35
LABORER, COMMON OR GENERAL (DEBACA).....	\$ 11.33	0.35
LABORER, COMMON OR GENERAL (CATRON, CHAVES, CURRY, HIDALGO, LINCOLN, SIERRA, SOCORRO).....	\$ 11.67	0.35
LABORER (POWER/AIR TOOL OPERATOR, INCLUDES JACK HAMMER).....	\$ 13.91	0.86
LABORER (PIPELAYER).....	\$ 19.28	0.00
LABORER (MASON TENDER-BRICK/CEMENT/CONCRETE).....	\$ 11.39	0.79
LABORER (GRADE CHECKER).....	\$ 16.18	1.60
LABORER (FLAGGER/CONE SETTER).....	\$ 12.56	0.35
LABORER (ASPHALT RAKER).....	\$ 13.00	0.35
IRONWORKER, STRUCTURAL.....	\$ 21.77	6.03
IRONWORKER, REINFORCING (LEA).....	\$ 21.77	6.03
IRONWORKER, REINFORCING (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 21.66	6.03
INSTALLER: (GUARDRAILS, HANDRAILS AND SIGNS) (LEA).....	\$ 14.62	0.30
INSTALLER: (GUARDRAILS, HANDRAILS AND SIGNS) (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 13.58	0.35
HIGHWAY/PARKING LOT STRIPING: INCLUDES HIGHWAY LINE/PARKING LOT LINE STRIPING AND LINE STRIPING TRUCK DRIVER.....	\$ 15.93	0.35
ELECTRICIAN, INCLUDING TRAFFIC SIGNALIZATION (LEA).....	\$ 24.90	8.56
ELECTRICIAN, INCLUDING TRAFFIC SIGNALIZATION (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 26.21	9.35
CEMENT MASON/CONCRETE FINISHER (LEA).....	\$ 13.74	0.68
CEMENT MASON/CONCRETE FINISHER (CATRON, CHAVES, CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN, OTERO, ROOSEVELT, SIERRA, SOCORRO).....	\$ 14.17	0.55
CARPENTER, INCLUDES FORM WORK (LUNA).....	\$ 13.11	0.44
CARPENTER, INCLUDES FORM WORK (LEA).....	\$ 13.30	0.44

CARPENTER, INCLUDES FORM WORK (CATRON, CHAVES,
CURRY, DEBACA, EDDY, GRANT, HIDALGO, LINCOLN,
OTERO, ROOSEVELT, SIERRA, SOCORRO).....\$ 13.93

0.44

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **U**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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**LABOR RELATIONS DIVISION**

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

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

WWW.DWS.STATE.NM.US**Wage Decision Approval Summary**

1) Project Title: Cuba Road Street & Drainage Improvements - Phase II
Requested Date: 07/30/2026
Approved Date: 08/03/2026
Approved Wage Decision Number: SO-26-2732-A

Wage Decision Expiration Date: 12/01/2026

2) Physical Location of Jobsite for Project:
Job Site Address: North Cuba Road/Socorro Ditch
Job Site City: Socorro
Job Site County: Socorro

3) Contracting Agency Name (Department or Bureau): City of Socorro
Contracting Agency Contact's Name: Polo Pineda
Contracting Agency Contact's Phone: (575) 835-0240 Ext.

4) Estimated Contract Award Date: 09/15/2026

5) Estimated total project cost: [REDACTED]
a. Are any federal funds involved?: Yes - [REDACTED]
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: The project is located in Socorro, NM and includes unclassified excavation cold milling subgrade preparation base course approximately 3,000 SY of hot mix asphalt and approximately 2,400 LF of curb & gutter.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: [REDACTED]	The project is located in Socorro NM and includes unclassified excavation cold milling subgrade preparation base course approximately 3000 SY of hot mix asphalt and approximately 2400 LF of curb gutter

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Cement Mason	21.75	7.43	0.60
Drywall Finisher/Taper	31.60	9.58	0.60
Drywall Finisher/Taper – Los Alamos County	35.85	12.82	0.60
Glazier/Fabricator	22.75	7.70	0.60
Glazier/Fabricator – Los Alamos County	22.75	7.70	0.60
Painter	21.00	5.75	0.60
Painter – Los Alamos County	35.85	12.82	0.60
Paper Hanger	21.00	5.75	0.60
Paper Hanger – Los Alamos County	36.85	12.82	0.60
Plumber/Pipefitter	44.32	18.00	0.60
Soft Floor Layers	21.52	9.40	0.60
Soft Floor Layers – Los Alamos County	35.87	12.92	0.60
Bricklayer/Block Layer/Stonemason			
Bricklayer/Block layer/Stonemason	33.41	12.04	0.60
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98	0.60
Bricklayer/ Block layer/Stonemason – Doña Ana, Otero, Eddie, and Lea counties	29.56	14.10	0.60
Carpenter			
Carpenter/Lather	32.12	14.28	0.60
Carpenter- Los Alamos County	38.56	14.70	0.60

Trade Classification**Base Rate****Fringe Rate****Apprenticeship****Electricians – Outside Classifications: Zone 1**

Ground man	28.54	13.36	0.60
Equipment Operator	40.94	17.73	0.60
Lineman	51.71	21.43	0.60
Journeyman technician	48.15	20.53	0.60
Journeyman substation technician	48.15	20.53	0.60
Journeyman transmission technician	47.58	20.40	0.60
Cable Splicer	52.98	21.75	0.60

Electricians-Outside Classifications: Zone 2

Ground man	28.54	13.36	0.60
Equipment Operator	40.94	17.73	0.60
Lineman	51.71	21.43	0.60
Journeyman technician	48.15	20.53	0.60
Journeyman substation technician	48.15	20.53	0.60
Journeyman transmission technician	47.58	20.40	0.60
Cable Splicer	52.98	21.75	0.60

Electricians-Outside Classifications: Los Alamos County

Ground man	29.35	13.38	0.60
Equipment Operator	42.12	17.76	0.60
Lineman	53.07	21.77	0.60
Journeyman technician	49.55	20.89	0.60
Cable Splicer	58.28	23.07	0.60

Ironworker

Ironworker Journeyman	29.45	19.51	0.60
Probationary Ironworker	23.56	19.51	0.60

Trade Classification**Base Rate****Fringe Rate****Apprenticeship****Laborers**

Group I – unskilled	18.41	7.74	0.60
Group II – semiskilled	19.41	7.74	0.60
Group III – skilled	19.91	7.74	0.60
Group IV – specialty	20.41	7.74	0.60

Operators

Group I	23.69	6.95	0.60
Group II	24.72	6.95	0.60
Group III	27.03	6.95	0.60
Group IV	28.65	6.95	0.60
Group V	28.79	6.95	0.60
Group VI	29.05	6.95	0.60
Group VII	29.28	6.95	0.60
Group VIII	30.27	6.95	0.60
Group IX	40.08	6.95	0.60
Group X	44.72	6.95	0.60

Roofers

Roofer Journeyman	31.20	9.36	0.60
Roofer Helper	18.72	9.36	0.60

Truck Drivers

Group I-IX	21.70	9.65	0.60
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NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at <https://www.dws.state.nm.us/public-works>.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

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

General Contractor

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

Phone: 505-841-4400
Fax: 505-841-4424



Subcontractor

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

Additional Information

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

CONTACT INFORMATION

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

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).
- 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

Revised February 2012.

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, 2nd 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 15th 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

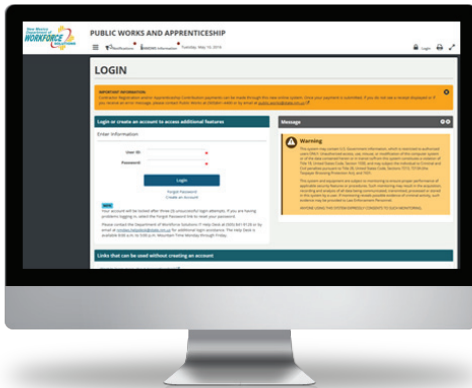
*New Mexico Department of Workforce Solutions - Public Works Bureau
625 Silver Ave SW, Suite 410 - Albuquerque, NM 87102
Phone: (505) 841-4408 Fax: (505) 841-4423*

PUBLIC WORKS & APPRENTICESHIP APPLICATION

The Public Works and Apprenticeship Application (PWAA) is the online database exchange between the New Mexico Department Workforce Solutions, apprenticeship programs, contractors, and contracting agencies. The PWAA is an interactive tool providing many self-service activities including: registering apprentices; issuing apprentice certifications; entering wage decision requests; completing public works paperwork; making apprenticeship contributions; and contractor registration/renewals.

If you have questions about account creation, system features, or changes in processes, contractors and contracting agencies are encouraged to contact the New Mexico Department of Workforce Solutions Public Works Office at (505) 841-4400 or via email at public.works@state.nm.us.

For questions regarding apprenticeship, please contact the New Mexico Apprenticeship Office at (505) 841-8565 or via email at apprenticeship.info@state.nm.us.



www.dws.state.nm.us/pwaa

CONTACT INFORMATION

Labor Relations Division

Wage & Hour and Public Works Offices

Offices are open Monday-Friday, 8am-5pm

Albuquerque Office

121 Tijeras NE, Suite 3000

Albuquerque, NM 87102

Phone: (505) 841-4400

Fax: (505) 841-4424

Las Cruces Office

226 S. Alameda Blvd

Las Cruces, NM 88005

Phone: (575) 524-6195

Fax: (575) 524-6194

Santa Fe Office

1596 Pacheco Street, Suite 103

Santa Fe, NM 87505

Phone: (505) 827-6817

Fax: (505) 827-9676

www.dws.state.nm.us/public-works

www.dws.state.nm.us/pwaa

CONNECT WITH US!



Twitter: [www.twitter.com/nmdws](https://twitter.com/nmdws)



YouTube: www.youtube.com/nmdws



Instagram: www.instagram.com/nmdws

Revised 7/2016 4A-98Q



New Mexico Public Works



WWW.DWS.STATE.NM.US/PUBLIC-WORKS

PUBLIC WORKS MINIMUM WAGE ACT

The New Mexico Public Works Minimum Wage Act applies to employers and employees working on state and locally funded public works construction projects. Information presented here is not an official interpretation of the Act, but is intended to serve as a general guide to the law.

Find additional information and rules and regulations on the Public Works Minimum Wage Act at www.dws.state.nm.us/Public-Works

WHEN DOES THE ACT APPLY?

Any state or locally funded construction project totaling more than \$60,000 is covered by the Act. The Labor Relations Division (LRD) of the New Mexico Department of Workforce Solutions (NMDWS) works to ensure that every employee on the project is paid the correct wage rate.

HOW ARE WAGE RATES SET?

The Labor Relations Division sets the minimum wage rates for all Public Works projects each year. Wage rates include a base rate of pay, a fringe benefit rate, and apprenticeship training contributions. Specific information regarding wage rates can be found at www.dws.state.nm.us.

WHAT IS A WAGE DECISION?

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

TYPE **A** Street, highway, utility, and light engineering construction

TYPE **B** General building

TYPE **C** Residential

TYPE **H** Heavy engineering construction

To request a wage decision or obtain additional information about wage decisions, create an account and login to the Public Works and Apprenticeship Application at www.dws.state.nm.us/PWAA.

PUBLIC WORKS PROJECT CHECKLIST

- ☒ A **Notice of Award** is due from the contracting agency identifying the general contractor before work starts.
- ☒ A subcontractor list is due from the contracting agency/general contractor listing all subcontractors before work starts.
- ☒ A **Statement of Intent to Pay Prevailing Wages** is due from each contractor, subcontractor, and each tier contractor before work starts.
- ☒ An **Apprenticeship Contribution or Compliance Statement** (for all except Type A projects) is due by the 15th of each month (for the previous month's work) from all contractors, subcontractors, and each tier of contractors.
- ☒ 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.
- ☒ An **Affidavit of Wages Paid** must be submitted after a contractor finishes work but before the final payment is made.



2024 SUBSISTENCE, ZONE, AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

Bricklayers

- (1) For Albuquerque area contractors, the starting point shall be at the intersection of I-40 and I-25 and shall continue to the job site. All other areas, the starting point shall be the employer's main office address.
- (2) Between 50 and 75 miles from the starting point, \$35.00 per day.
- (3) 76 or more miles from the starting point, \$55.00 per day.
- (4) All covered refractory work over 75 miles from the intersection of I-40 and I-25, \$80.00 per day.

Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

Drywall Finishers and Tapers

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

Electricians (inside classifications)

- (1) For Albuquerque only:
 - (a) Zone 1 is classified as being within 40 miles from the main post office.
 - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
 - (a) Zone 1 is:
 - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
 - (ii) within eight miles from the main post office for Las Vegas.
 - (iii) within ten miles from the main post office for Santa Fe and Gallup.
 - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
 - (v) within fourteen miles from the main post office for Espanola.
 - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.

- (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
- (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos County.

Glaziers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe County, travel time shall be paid at \$3.00 per hour.

Laborers

- (1) Type A:
 - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
 - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.

- (2) Types B and C:
 - (a) Work travel over 70 miles from the union halls of Albuquerque, Espanola, Farmington, or Las Cruces shall be paid at \$7.00 per hour in travel pay, not to exceed 10 hours per day;
 - (b) If an overnight stay is necessary, the employer shall pay \$40.00 per day for meals, in addition to travel pay.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging with no more than two people in a room in areas where overnight stays are necessary, subsistence rates do not apply.

Millwrights

- (1) All zone pay shall be calculated from the address of the city hall of the respective dispatch point.
- (2) Zone 1: Work traveled up to 45 miles from the city hall of the respective dispatch points is a free zone.
- (3) Zone 2: Work traveled between 45 miles and 100 miles shall be compensated at \$4.00 per hour above base wage.
- (4) Zone 3: Work traveled 101 miles or more shall be compensated at \$6.00 per hour above base wage.
- (5) If employer fails to provide suitable lodging, employer shall pay \$110.00 per diem.
- (6) If an employee's principal place of residence is within 45 road miles from the project, no subsistence or travel time shall be paid.

Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
 - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
 - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
 - (a) Base points for operators are 30 miles and beyond:
 - (i) Bernalillo county courthouse in Albuquerque;
 - (ii) State capital building in Santa Fe;
 - (iii) City hall in Farmington.

- (b) Zone and subsistence for Albuquerque, Santa Fe, and Farmington are as follows:
 - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
 - (ii) work travel between 51 and 100 miles from the base point compensated at \$50.00 per day;
 - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$100.00 per day.
 - (c) Zone and subsistence for Los Alamos county, \$100.00 per day. This takes precedence over the 50 mile radius for Santa Fe zone and subsistence.
 - (d) If an employer provides the employee transportation and mutually agreeable suitable lodging in area where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

Painters

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer and employer does not provide lodging, employer shall pay \$100 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 60-mile radius from their residence or the employer's shop, whichever is closest to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 60-mile radius, plus their regular rate of pay for travel time.
- (4) Employer shall furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, and Belen.

Paper hangers

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.

- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.

Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

Sheet metal workers

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$120.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

Soft floor layer

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$23.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$33.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$125.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.

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**

General Contractor Information		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN #		
Estimated Start Date:		State Wage Decision Number:
Project Title:		Project Physical Address:
Total Contract Amount:		Estimated Completion Date:
Print Name:		General Contractor Signature:
Sub Contractor Information		Start date on this project:
Sub Contract Amount:		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN #		
Print Name:		Sub Contractor Signature:
2nd, 3rd, etc. Tier Sub-Contractor Information		Start date on this project:
Contract Amount:		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN#		
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 1978).

Contractor's Signature

Date

(Revised 11/21/2017)

4A-98Z

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

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City of Socorro

Cuba Road Street & Drianage Improvements - Phase II

DENNIS ENGINEERING COMPANY

SUPPLEMENTAL PROVISIONS

TABLE OF CONTENTS

Note: Supplemental Provisions prepared by DENNIS ENGINEERING COMPANY reference the New Mexico Department of Transportation 2019 Standard Specifications and apply to this project. In case of a discrepancy between these supplemental Provisions and the New Mexico Department of Transportation 2019 Specifications, the Supplemental Provisions shall govern.

Division	Pages
100 – GENERAL PROVISIONS [NOT USED]	
200 – EARTHWORK	
207: Subgrade Preparation	1
300 – BASES	
303: Base Course	3
400 – SURFACE TREATMENTS AND PAVEMENTS	
401: Pavement Smoothness Measurement	1
408: Prime Coat	1
414: Cold Milling	1
423: Hot-Mix Asphalt (HMA) (Major Paving)	2
500 – STRUCTURES	
510: Portland Cement Concrete	5
540: Steel Reinforcement	1
600 – MISCELLANEOUS CONSTRUCTION	
601: Removal of Structures and Obstructions	1
602: Slope and Erosion Protection Structures	2
603: Temporary Erosion and Sediment Control	2
604: Soil and Drainage Geotextiles	1
608: Sidewalks, Drive Pads and Concrete Median Pavement	2
609: Curb and Gutter	2
618: Traffic Control Management	1
621: Mobilization	2
662: Manholes	1
663: Utility Items	1
700 – TRAFFIC CONTROL DEVICES	
701: Traffic Signs and Sign Structures	2
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704: Pavement Markings	2
800 – CONSTRUCTION STAKING AND POST CONSTRUCTION PLANS	
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City of Socorro

Cuba Road Street & Drianage Improvements - Phase II

900 – QUALITY CRITERIA

906: Minimum Testing Requirements (MTR's)	2
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1500 – GENERAL REQUIREMENTS

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1505: Project Schedule	2
1506: Project Record Documents	4
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1580: Allowances	2

The New Mexico Department of Transportation's "Standard Specifications for Road and Bridge Construction" 2019 Specifications have been used as the format for the Supplemental Provisions with minor modifications, wherein references to the Project Manager shall be synonymous with ENGINEER, and references to the Department shall be synonymous with OWNER or ENGINEER as implied and clarified by the Engineer. Section and Paragraph Numbers are provided for reference. Any item of construction omitted from Specifications herein shall be installed per the most current NMDOT Standards. Except as modified by the Provisions contained herein and in the Contract Drawings, all materials, appliances, and construction shall conform to the most current Standards published by the New Mexico Department of Transportation.

The NMDOT 2019 Specifications are available on the NMDOT website on the PS&E Plans, Specifications, and Estimate pages.

DENNIS ENGINEERING COMPANY

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 207

SUBGRADE PREPARATION

All provisions of Section 207 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

207.1 DESCRIPTION

This work shall consist of grading, compacting, and finishing the subgrade in substantial conformance with the specifications and to the lines, grades, and typical cross-sections identified in the contract documents.

207.3 CONSTRUCTION REQUIREMENTS

Maximum dry density of all soil types encountered or used will be determined in accordance with AASHTO T180 (Modified Proctor), Method A or D (TCCP Method).

The Contractor shall scarify, process, and compact the top six (6) inches of the roadbed to 95% of maximum density. All rocks larger than 3" diameter shall be removed from the top 6" of all roadway subgrade to permit suitable processing, grading and compaction.

The Contractor shall ensure the soil moisture content (at the time of compaction) is from optimum to optimum minus five percent (5%). For soils with a PI of 15 or greater, the Contractor shall ensure the moisture content of the soil (at the time of compaction) is from optimum moisture to optimum moisture plus four percent (4%).

Materials testing shall be in accordance with AASHTO T310, or by other Engineer approved methods and specification 906.

207.3.1 Tolerances

The Contractor shall ensure the top surface of the finished subgrade along centerline shall not vary more than 0.05 foot above or below established grade and 0.05 foot above or below the typical cross-section measured on the finished surface at right angles to the centerline. The Contractor shall correct all deviations from these tolerances.

207.4 METHOD OF MEASUREMENT:

The unit of measurement shall be square yard, in-place, as measured and computed by the Engineer. Measurement will be made the full width of the subgrade per the applicable typical section along centerline of each street. Subgrade preparation required for curb and gutter, sidewalks, and other concrete work will not be measured unless specifically identified in the contract documents.

207.5 BASIS OF PAYMENT

Subgrade preparation will be paid for at the contract unit price per square yard.

207.5.1 Work Included in Payment

Separate payment will not be made for the removal and disposal (away from the site) of excess or unsuitable material, for proof rolling for unstable subgrade stabilization or for rehandling or reworking the material to meet moisture, density and tolerance requirements.

SUPPLEMENTAL PROVISIONS

**MODIFYING
SECTION 303
BASE COURSE**

All provisions of Section 303 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

303.1 DESCRIPTION

This work consists of providing, hauling, and placing base course.

303.1.1 Stockpiling

This work consists of removing, hauling and stockpiling base course at locations authorized by the Engineer.

303.2 MATERIALS

303.2.1 General

Base course consists of one (1) or more of the following:

1. Crushed stone;
2. Crushed or screened gravel;
3. Caliche;
4. Sand;
5. Recycled Asphalt Pavement (RAP) not to exceed 50%; Recycled Concrete pavement (RC) not to exceed 75%; and the combined RAP and RC not to exceed 75% by weight.

Base course shall not contain organic matter or other Deleterious Materials, including silt and clay balls.

303.2.2 Aggregate Acceptance

The Owner and Engineer will accept base course based on random samples taken by the Contractor from the roadway. The Contractor shall produce material in compliance with Standard Specification 303.2.2.

303.3 CONSTRUCTION REQUIREMENTS

303.3.1 Subgrade

The Contractor shall place base course on subgrade prepared in accordance with DEC Supplemental Provision 207.

303.3.2 Mixing and Placing

The Contractor shall

1. Place base course a maximum six (6) inch compacted lifts;
2. Not place base course material on frozen subgrade, and;
3. Compact base course to at least 96% of maximum density as determined by AASHTO T180 (Modified Proctor), Method D (TCCP Modified).

The Contractor will use nuclear testing methods to determine in-place densities in accordance with AASHTO T310 and TCCP procedure for wet density moisture correction.

303.3.3 Surface Tolerance

The surface tolerance shall not exceed 0.05 foot above or below established grade and 0.05 foot above or below the typical cross-section measured on the finished surface at right angles to the centerline. The Contractor shall correct all deviations from these tolerances.

303.3.4 Plan Base Course and Sub-base Depths

The Contractor will monitor and record base course depth during the placement in accordance with the NMDOT "Minimum Testing Requirements". If the placed thickness deviates from the requirements more than minus 0.05 foot, the Contractor shall add material and reprocess to correct the deficiency.

303.3.5 Stockpiled Base Course

The Contractor shall stockpile base course material at locations authorized by the Engineer. The Contractor shall maintain each stockpile in accordance with the following requirements:

1. Place stockpiles on site subgrade prepared in accordance with DEC Supplemental Provision 207;
2. Make stockpiles neat and regular to prevent segregation;
3. Provide enough storage space for each size of aggregate;
4. Prevent contamination by storing stockpiles away from vehicular and equipment traffic, site drainage and other sources of contamination;
5. Keep the storage site neat and orderly and keep stockpiles accessible for sampling;
6. The Contractor will obtain Engineer's acceptance of the final stockpile locations prior to preparing the site subgrade, and;
7. The Contractor will obtain Engineer's acceptance of placing base course material at the stockpile locations after preparing the site subgrade and prior to placing base course material.

303.3.6 Removing and Processing Base Course

The Contractor shall:

1. Minimize contamination of all base course material when removing it from the roadway for reuse, and;
2. Meet the requirements indicated in Section 303.3.2.

303.3.8 Acceptance

Base course will be accepted based on samples taken in accordance with the Contract Documents, after placement and compaction. If necessary, the Contractor shall re-work the base course until all requirements of the Contract Documents are met at no additional expense to the Owner.

303.4 METHOD OF MEASUREMENT

The unit of measurement shall be cubic yard, in-place, as measured and computed by the Engineer. Measurement will be made the full width of the base course per the applicable typical section along centerline of each street.

303.5 BASIS OF PAYMENT

Base course will be paid for at the contract unit price per cubic yard, furnished, placed, compacted, finished and accepted by the Engineer.

303.5.1 Work Included in Payment

Separate payment will not be made for the removal and disposal (away from the site) of excess or unsuitable material; providing, hauling, placing and compacting base course material; stockpiling, proof rolling or for rehandling or reworking the material to meet moisture, density and tolerance requirements.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 401

PAVEMENT SMOOTHNESS MEASUREMENT

All provisions of Section 401 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

401.1 DESCRIPTION

This work consists of providing and using profile testing equipment that incorporates the Mean Roughness Index (MRI) measurement for the established categories provided within this Section. The MRI is the average International Roughness Index (IRI) or left and right wheel paths.

Unless otherwise specified in the Contract Documents, Category III, Straightedge Measurements will be applicable to all asphalt applied on the project.

This Supplemental Provision applies to this project, with one (1) opportunity for pavement smoothness under Category III. An example of one (1) opportunity for pavement smoothness is a single lift of paving operations for asphalt.

401.3.2 Straightedge Measurements (Category III)

Before corrective measures, the Contractor shall request in writing for approval by the Engineer to validate surface deviations with a ten (10) foot straightedge. If approved, the Contractor shall use Contractor's personnel, to measure a ten (10) foot straightedge at both right angles and parallel to the centerline, advancing the straightedge in five (5) foot increments in the presence of the Engineer, or his designee. The Contractor shall correct deviations greater than 1/4 inch within ten (10) feet, as directed by the Engineer.

Failure by Contractor to correct any and all validated surface deviations 1/4 inch and greater will result in a fifth percent (50%) price reduction to all asphalt for the project.

401.4 METHOD OF MEASUREMENT

The Engineer will determine the smoothness Pay Adjustments on the calculated square yard of the surface area of the travel lane by the plan typical section travel lanes and 300-foot length.

401.5 BASIS OF PAYMENT

Surface smoothness testing and corrective work to bring the final surface within specification smoothness is incidental to the asphalt and no separate payment will be made.

401.5.1 Pay Adjustments

Failure by the Contractor to correct any and all validated surface deviations 1/4 inch and greater will result in a fifty percent (50%) price reduction to all asphalt for the project.

SUPPLEMENTAL PROVISIONS

**MODIFYING
SECTION 408
PRIME COAT**

All provisions of Section 408 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

408.1 DESCRIPTION

This work consists of providing and applying asphalt Material and blotter material (if required) to an existing surface.

408.2 MATERIALS

The Contractor shall provide one (1) of the following types of prime coat asphalt Material

1. Asphalt emulsified prime (AE-P);
2. Penetrating emulsified prime (PE-P);
3. MC-70; or
4. Other material approved by the Engineer.

The Contractor shall provide prime coat asphalt material in accordance with Section 402, "Asphalt Materials and Mineral Admixtures."

408.2.1 Certification

The Contractor shall provide a manufacturer's written certification that the prime Material is chemically identical to those identified on the Department's *Approved Products List*.

408.4 METHOD OF MEASUREMENT

Prime coat is considered incidental to Double Penetration Chip Seal Application.

408.5 BASIS OF PAYMENT

No separate payment will be made for Prime Coat.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 414

COLD MILLING

All provisions of Section 414 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

414.1 DESCRIPTION

This work shall consist of cold milling pavement surface(s) to the depth and width shown on the contract documents and removing, hauling and disposing of cold milling materials, to locations identified in the contract documents, or as directed by the Engineer.

The surface may be cold-milled, roto-milled or recycled by other means, accepted by the Engineer.

The surface shall be cold-milled, roto-milled or recycled in-place for a depth of 4", or to the full depth of the existing pavement, for the full width of the existing pavement surface.

414.3 CONSTRUCTION REQUIREMENTS

414.3.1 Equipment

The cold milling equipment shall be subject to approval by the Engineer.

Contractor shall furnish a self-propelled machine capable of pulverizing in-situ bituminous material to the full depth and width of the existing surface.

414.3.2 Operations

The existing pavement surface shall be pulverized to the full depth and width of the surface and shall have 100% of the material passing a 2.0-inch sieve.

414.4 Method of Measurement

Cold milling of existing pavement surfaces will be measured by the square yard and computed by the Engineer.

414.5 BASIS OF PAYMENT

Cold milling of existing pavement surfaces will be paid for at the contract unit price per square yard as computed by the Engineer.

414.5.1 Work Included in Payment

The following are considered inclusive to the payment for items listed in this section and separate payment will not be made:

1. Water (hauling, supplying, etc.)
2. Hauling, Stockpiling or spreading milled material at locations designated in the contract documents or as directed by the Engineer.
3. Debris cleaning & sweeping of all surfaces;
4. Disposal and removal of asphalt materials or milled material not retained by the Owner.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 423

HOT MIX ASPHALT (HMA) (MAJOR PAVING)

All provisions of Section 423 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

423.1 DESCRIPTION

This work shall consist of constructing one (1) or more courses of Hot-Mix Asphalt (HMA) on a prepared base, to include crushing, stockpiling, hauling, binder, mineral admixture, mix design, mixing, providing cold feeds, process control, placement and compacting the HMA complete-in-place.

423.2.2.1 Gradation and Quality Requirements

Plant mix bituminous pavement aggregate shall be SP-III or SP-IV for courses 3" and thicker, and SP-IV for courses 2" in thickness, conforming to the following requirements:

Sieve Size	% Passing per HMA Type					
	SP-II		SP-III		SP-IV	
	Min.	Max.	Min.	Max.	Min.	Max.
2 in.	----	----	----	----	----	----
1- ½ in.	100	----	----	----	----	----
1 in.	90	100	100	----	----	----
¾ in.	----	90	90	100	100	----
½ in.	----	----	----	90	90	100
3/8 in.	----	----	----	----	----	90
No. 8	19	45	23	49	28	58
No. 200	1.0	7.0	2.0	8.0	2.0	10.0

423.2.3 Asphalt Binder

The type of asphalt binder material for this project shall be PG 76-22.

423.3.5.7 Test Strip & Shakedown Period

The Contractor has the option to perform the test strip and shakedown period for quality control and compliance to the specifications prior to any placement of HMA. If HMA placed as a test strip, or for the project, does not comply with the specifications, the Contractor shall remove and replace the HMA at no cost to the Owner.

423.3.6.3.1.1 Acceptance of Pavement Density

Acceptance of the HMA shall be based on the sampling and testing performed by an Independent Laboratory hired by the Contractor.

423.4 METHOD OF MEASUREMENT

The unit of measurement shall be square yard, in-place, as measured and computed by the Engineer. Measurement will be made the full width of the HMA per the applicable typical section along centerline of each street.

423.5 BASIS OF PAYMENT

HMA will be paid for at the contract unit price per square yard, furnished, placed, compacted, finished and accepted by the Engineer.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 510

PORTLAND CEMENT CONCRETE

All provisions of Section 510 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

510.1 DESCRIPTION

This Work consists of placing Portland Cement Concrete (PCC).

510.2 MATERIALS

All Materials shall be tested in accordance with AASHTO and ASTM methods or other test procedures designated the NMDOT State Materials Bureau who is the final authority regarding the interpretation of test procedures. The Contractor shall correct or remove and dispose of improperly graded or segregated Material that fails to meet the requirements as directed by the Engineer and at no additional cost to the Owner.

The Contractor shall only use the Materials listed on the approved mix design. The Contractor shall not substitute an approved Material or Material Source listed on the approved mix design without written prior approval by the State Materials Bureau. The Engineer will consider a Material change only if the Contractor obtains approval from the State Materials Bureau.

510.2.1 Portland Cement Concrete

The Contractor shall use a portland cement concrete mixture that has been reviewed and approved in accordance with Section 509, "Portland Cement Concrete Mix Designs" for the freeze-thaw risk zone in which the Project is located.

510.2.2 Aggregate

The Contractor shall use aggregates that are the same as those used on the approved mix design. The Contractor shall not use aggregate from a different source as that shown on the approved mix design.

If the concrete mixture is approved under the conventional stockpile procedures, the Contractor shall ensure the gradations comply with Table 509.2.3.2.1, "Coarse Aggregate Gradation Requirements" and Table 509.2.3.3.11:1, "Fine Aggregate Gradation Requirements."

If the concrete mixture is approved under the combined gradation procedures, the Contractor shall ensure that the most current gradations have been reviewed, and the Coarseness Factor and the Workability Factor comply with Section 509.2.7.5.1, "Combined Gradations."

510.2.3 Water

Water used for the production and curing of concrete shall conform to ASTM C1602. Water shall have a pH between six (6.0) and 8.5; sulfate or chloride contents shall not exceed 1,000 ppm, and shall be free of oil, silt, clay, organic matter, or other Deleterious Material. Non-potable water sources shall be tested prior to use. Residual water, wash water, or

recycled water generated by Equipment, mixer trucks, or central mixers shall not be used in concrete production.

510.3 CONSTRUCTION REQUIREMENTS

510.3.1 Submittals

Submit the following in accordance with the Contract Documents:

1. Approved mix designs for each concrete class used in the Project;
2. Mix designs developed for Project specific requirements.

510.3.1.1 Freeze-Thaw

The Contractor shall use an approved concrete mix design which has been approved for use in a freeze-thaw zone of equal or greater risk than the zone in which the Project is located.

510.3.1.2 Class Substitution

The Contractor may substitute an approved structural class of concrete with a higher compressive strength than that of the specified class of concrete, as long as the design slump characteristics remain the same (i.e. Class HPD for Class AA, Class AA for Class A, and Class P for Class F). The Contractor shall not substitute Class A for Class AA or Class F for Class P concrete mixtures.

510.3.1.4 Plastic Properties

The allowable slump range for non-superplasticized Class AA, Class HPD and Class A concrete is 3.5 inches $\pm$ one (1.0) inch. The allowable slump range for Class F and Class P Slip-Formed Concrete is 1.5 inches $\pm$ one (1.0) inch. All test procedures and frequencies will be performed in accordance with the Minimum Testing Requirements. The Contractor shall measure the air content in accordance with AASHTO T 121. The air content determined by AASHTO T 121 will be used to confirm compliance with the specified air content for structural concrete.

1. Low Risk Freeze/Thaw Zone – from 4.5% to eight percent (8.0%);
2. Medium Risk Freeze/Thaw Zone – from five percent (5.0%) to eight percent (8.0%);
or
3. High Risk Freeze/Thaw Zone – from 5.5% to eight percent (8.0%).

510.3.1.5 Troubleshooting

If the concrete produced using approved mix design fails to meet requirements, the Contractor shall immediately notify the Engineer. The Contractor shall be responsible for notifying the Supplier and the Private Testing Laboratory (PTL) that designed the mixture. The PTL shall work with the Contractor and State Concrete Engineer to make the necessary changes to resolve the problems. Efforts to evaluate problems with the concrete do not relieve the Contractor of the responsibility to provide a concrete mixture that meets Project requirements.

If the compressive strengths do not comply with the requirements of the Contract Documents, the Contractor shall describe the needed adjustments. The Contractor shall submit a written summary of the adjustments to achieve compressive strength to the Engineer and State Materials Bureau for approval.

510.3.4.3 Concrete Sampling and Testing

The Contractor shall test for Quality Control and the Owner may test for Acceptance in accordance with Division 900, "Quality Criteria" and as specified in this Section. The Contractor Quality Control Field Technicians shall be certified by ACI or TTCP.

1. The Contractor shall test the concrete for compliance and acceptance in accordance with Supplemental Provision 906, "Minimum Testing Requirements." The Contractor shall obtain representative samples of concrete being tested for the required properties from the point of discharge into the Structure being placed. The Contractor shall provide test results to the Engineer and Owner after the final compressive strength tests for each set of test specimens is completed with a copy to the Supplier on a weekly basis.

2. The Contractor shall mold and cure concrete cylinders for compressive strength tests in accordance with AASHTO T 23, Making and Curing Concrete Test Specimens in the Field using four (4) inch × eight (8) inch single use plastic cylinder molds with plastic lids. The Contractor shall use cylinder molds that are six (6) inch × 12 inch if the nominal maximum size of the aggregate is equal to or greater than 1.5 inch.

3. The Contractor shall use a rod to consolidate the concrete for all slump, air content and unit weight tests and all compressive strength test cylinders cast with normal slump concrete. For Class F and P, the Contractor shall use a vibrator to consolidate the concrete in all air content and unit weight tests and all test cylinders cast from slip form concrete. The Contractor shall not use a rod to consolidate slip- form concrete.

4. Prior to any concrete placement or multiple concrete placements with differing location(s), the Contractor, Supplier and Engineer shall agree upon in writing the location(s) of the initial curing station(s) for concrete cylinders. If a pre-concrete placement conference is required, the location(s) of the initial curing station(s) shall be a required item of discussion. The Engineer will not agree to any initial curing location that will jeopardize the integrity of the test specimens during subsequent transport to the initial curing location. The curing station may be relocated should the current location cause a detrimental effect to the Project as agreed upon by the Contractor, Supplier and Engineer. The new location shall be designated by the Contractor, Supplier and Engineer.

5. The Contractor shall provide all necessary support at the agreed upon initial curing location(s) for all testing and to maintain sufficient safe storage space, including but not limited to water bath container, water for initial curing of concrete cylinders, heating or cooling as necessary, generators (and alternate power sources, as needed) and all vibratory Equipment and all Equipment required to operate the vibratory Equipment as required by this Section.

6. Immediately after molding, the concrete test cylinders shall be transported vertically, in a water filled container to the initial curing station. The Contractor shall begin curing of test cylinders by placing them in a water bath with a temperature of 70 °F ± ten (10) °F.

The Contractor shall maintain the water-filled containers with the test cylinders undisturbed for a minimum of 21 h, but not more than 48 h, from the time of placement. The Contractor shall ensure that the level of water never drops below the tops of the cylinders.

Water baths for both Quality Control and Acceptance testing shall be provided and maintained by the Contractor. Cylinders shall be appropriately marked to differentiate between Quality Control and Acceptance testing.

7. After initial curing, the Contractor shall strip the concrete cylinders and place into a standard curing tank (or moist room) in accordance with AASHTO T 23, Section 10.1.3. If the cylinders are to be shipped to an off-site Laboratory for testing, the Contractor shall maintain the cylinders in the standard curing environment at a temperature of 73 ± °F until they are ready to be transported. The Contractor shall not ship test cylinders until they are at least 48 h old.

8. The party that prepared the test specimens shall be responsible for transporting them from the initial curing station to the final curing location. The Contractor shall protect the test specimens from being damaged in any way. Specific attention will be paid to protection from sun, wind, rain, vibrations, moisture loss and any sudden drops or impacts during transport.

510.3.4.3.1 Testing Frequency

The Contractor's independent laboratory will perform all testing in accordance with the Minimum Testing Requirements as defined in Supplemental Provision 906, "Minimum Testing Requirements."

510.3.5 Acceptance

510.3.5.1 Concrete Strength

The Engineer will determine the compressive strength for compliance by averaging two (2) or more concrete cylinder test results from the same concrete sample and tested at the specified age. The Contractor will make, handle, and store cylinders in accordance with AASHTO T 23 and test in accordance with AASHTO T 22. The Engineer will consider the result from a single cylinder only as an indicator. It will not be considered an actual strength measurement. On-site storage facilities shall be provided by the Contractor.

510.3.5.3 Compressive Strength of Concrete Based on Cylinders for Payment

The Owner will accept concrete based on the compressive strength cylinder tests when the compliance tests equal or exceed the specified strength. If the compliance test is less than the specified strength, the test will be considered Acceptable if both of the following requirements are met:

1. The running average of three (3) consecutive individual strength tests, as determined by the Engineer for the concrete used on the Project, which meets or exceeds the specified strength; and
2. No Individual Strength Test as defined in Section 510.3.5.1.1, "Individual Strength Test" falls below the specified strength by more than 15%.

If the compliance tests are not 100% or more of the specified strength, the Engineer will review the tests and notify the Contractor whether the concrete will be accepted at a reduced price, or if it has been "rejected". The Engineer will only allow rejected concrete to remain in place based on an engineering analysis. Concrete that is rejected shall be removed and replaced at the Contractor's expense and time.

510.3.5.5 Price Adjustments

Concrete that is less than 100%, but is greater than 85% of the specified strength shall have the reduced in price in accordance with Table 510.3.5.5:1, "Pay Factors Based on % of Specified Strength."

Table 510.3.5.5:1

Pay Factors Based on % of Specified Strength

Specified Strength, %	Pay Factor, %
97 - 99	98
94 - 96	96
91 - 93	92
88 - 90	84
85 - 87	75
Less than 85%	Reject

The Engineer will only allow rejected concrete to remain in place based on an engineering analysis Accepted by the Owner. A 50% pay factor will be applied to rejected Material that is allowed to remain in place. Otherwise, rejected Material shall be removed and replaced at no additional expense to the Owner.

If the compliance strength test is 85% or more of the specified strength then the Contractor may request to have a Hardened Air Content Test on a core obtained from the concrete in question. The Contractor shall obtain the core in accordance with AASHTO T 24 and immediately seal it in a plastic bag. The Owner will take immediate possession of the core, for evaluation by an Owner approved Petrographer in accordance with ASTM C457, linear traverse method. If the result of the hardened air content analysis meets the requirements below, the concrete will be paid for at full price:

1. A minimum air content of five percent (5.0%);
2. A specific surface greater than 600 inches⁻¹; and
3. A spacing factor less than 0.008 inch.

510.4 METHOD OF MEASUREMENT

The Engineer will measure concrete or concrete items in accordance with the section of these Supplemental Provisions for which the concrete is used.

510.5 BASIS OF PAYMENT

Payment will be made in accordance with the unit prices in the Contract Documents for which the concrete is used.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 540

STEEL REINFORCEMENT

All provisions of Section 540 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

540.1 DESCRIPTION

This Work consists of providing and placing steel reinforcement.

540.4 METHOD OF MEASUREMENT

No measurement will be made for steel reinforcement.

540.5 BASIS OF PAYMENT

Separate payment will not be made for steel reinforcement. Payment associated with the work, materials, labor, equipment etc., associated with supplying, mixing, delivering, etc., steel reinforcement shall be included in the various items containing steel reinforcement.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 601

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

All provisions of Section 601 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

601.1 DESCRIPTION

This work shall consist of removing and salvaging, wholly or in part, and satisfactory disposal of buildings, fences, structures, utility lines, pavement in its entirety or partially to neat cut or saw cut lines, irrigation or storm drain piping and other obstructions, whether specifically shown on the construction plans or not, that are not designated or permitted to remain. Additional removals not shown on the construction plans will be designated by the ENGINEER and the CONTRACTOR will not receive additional compensation for unlisted removals.

It shall also include salvaging designated materials and backfilling the resulting trenches, holes, and pits.

The CONTRACTOR shall repair all salvageable items that are damaged during removal, whether designated for removal in the contract or by the ENGINEER. All fees associated with damage repairs shall be at no cost to the OWNER.

601.4 METHOD OF MEASUREMENT

Removal of all structures and obstructions will be measured by the lump sum unit.

601.5 BASIS OF PAYMENT

Removal of all structures and obstructions, including milled asphalt, gravel, soil that are required to complete the intended construction, and other obstructions, whether specifically shown on the construction plans or not, including final grading and clean-up, will be paid for at the lump sum contract price.

Monthly partial payments for removal of all structures and obstructions will be made at the rate of progress made towards completion of the project, less previous partial payments for this item. The partial payment shall be computed as follows:

$$P = [(A \times L) / B] - C$$

Where:

P is the Partial Payment

L is the Item Contract Amount for removal of all structures and obstructions

A is the number of days charged the Contractor toward completion of the project.

B is the Current Contract Time

C is the total amount of previous progress payments for this item

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 602

SLOPE AND EROSION PROTECTION STRUCTURES

All provisions of Section 602 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

602.1 DESCRIPTION

This work shall consist of providing and placing riprap, gabions, revetment mattresses, sacked concrete revetment, concrete block revetment, wrapped rock faces, and other systems specified in the contract documents, on the slopes of embankment and the sides and bottoms of channels, drain outlets, ditches, and other locations shown in the contract documents.

602.2 MATERIALS

602.2.1 Classifications

The Engineer will classify riprap and gabions in accordance with Table 602.2.1:1, "Riprap Classifications and Gabion Requirements."

The Contractor shall provide riprap with at least **80%** of the stones meeting the specified size requirements. The Contractor shall use stones less than the minimum dimensions to fill voids. For riprap Class A, wrapped rock faces, and gabions, the Contractor shall not use stones smaller than the mesh openings.

**Table 602.2.1:1
RIPRAP CLASSIFICATIONS AND GABION REQUIREMENTS**

CLASS	DESCRIPTION	Stone Volume (ft ³)		Minimum dimension (in) ^a
		Minimum	Maximum	
A	Wire enclosed riprap	1/6	2/3	4
B ^b	Non-enclosed riprap	1	2	6
C ^b	Non-enclosed riprap	2	4	9
E	Grouted riprap	1/3	1	3
F	Grouted riprap	1	2	6
G	Rock plating	—	—	4-8 ^c
N/A	Wrapped rock-facing	—	—	1
N/A	Gabions	—	—	4-8 ^c

^a Minimum size in the least dimension.

^b Class B and C stone – at least two Fractured Faces

^c 70% to 80% of the stone – at least 4 inches but not more than 8 inches in the smallest dimension. 30% to 20% of the stone – no larger than 4 inches in any dimension.

602.4 METHOD OF MEASUREMENT

The unit of measurement for Riprap, in-place, as measured and computed by the Engineer. Measurement will be made the full width and length of the Riprap per the applicable typical section identified in the Contract Documents.

The unit of measurement for Gabions and Revetment Mattresses shall be, in-place, as measured and computed by the Engineer. Measurement will be based on the applicable section identified in the Contract Documents.

602.5 BASIS OF PAYMENT

Riprap _____	Cubic Yard
Riprap Class G	Square Yard
Sacked Concrete Revetment	Cubic Yard
Concrete Block Revetment	Square Yard
Gabions	Cubic Yard
Revetment Mattresses	Cubic Yard
Wrapped Rockfacing	Square Yard

602.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

- Excavation, backfilling, compaction and surface preparation, and disposal of material required for the placement of slope and erosion protection structures;
- Dewatering;
- Stakes and steel staples, drainage geotextile(s)

SUPPLEMENTAL PROVISIONS

REPLACING

SECTION 603

TEMPORARY EROSION AND SEDIMENT CONTROL

All provisions of Section 603 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

603.1 DESCRIPTION

This work consists of preparing a Storm Water Pollution Prevention Plan (SWPPP), and constructing, inspecting, and maintaining erosion, sediment control, and storm water pollution prevention facilities for the discharge of storm water associated with construction activity. This work includes construction phase activities through final stabilization

The Contractor is responsible for ensuring that the work and construction site(s) comply with the provisions of the Clean Water Act (CWA), 33 U.S.C. § 1251 et. seq., as amended by the Water Quality Act of 1987, P.L. 100-4. Any permits required under the National Pollutant Discharge Elimination System (NPDES) shall be obtained by the Contractor, and any associated costs with providing and implementing storm water pollution prevention measures shall be borne by the Contractor.

Projects that disturb one (1) or more acres of land, or will disturb less than one (1) acre of land but is part of a common plan of development or sale that will ultimately disturb one (1) or more acres of land must obtain coverage under the NPDES Construction General Permit (CGP) if all eligibility conditions are satisfied.

Projects that disturb one (1) or more acres of land but less than five acres may qualify for a Low Erosivity Waiver (LEW). The EPA may waive the otherwise applicable permit requirements for storm water discharges from construction activities that take place during a period when the rainfall erosivity factor (R factor) is less than five (5).

603.1.1.2 Department Responsibilities

The Contractor shall prepare and include plans and final stabilization (TESCP), a Revegetation/ Erosion Control Plan, and a SWPPP information sheet. The final stabilization TESCP sheets will include the information required by NMDOT Standard Specification 603.1.1.2., Items 1 through 14. The SWPPP information sheet will include the information required by NMDOT Standard Specification 603.1.1.2., Items 1 through 12.

603.1.1.3 Contractor Responsibilities

In addition to the responsibilities of Standard Specification 603.1.1.3, the Contractor shall prepare and include the requirements of Standard Specification 603.1.1.2.

603.1.6 Liquidated Damages

Any failure to maintain the measures in the field and lack of orderly documentation, including but not limited to continuous inspection reports, may result in noncompliance citations by the EPA, or fails to comply with Standard Specification 603.1.6, may result in the Owner accessing liquidated damages in accordance with the following schedule.

Liquidated Damages Schedule

Original Contract Amount		Damages Per Calendar Day
Greater than or equal to:	Less than:	
\$0	\$200,000	\$250
\$200,000	\$500,000	\$500
\$500,000	\$1,000,000	\$750
\$1,000,000	No Limit	\$1,000

603.1.6.1 The Engineer will maintain a schedule of calendar days for each day of noncompliance by the Contractor. The compiled schedule of calendar days shall form the basis for assessing the liquidated damages. Liquidated damages shall continue until the Engineer provides written notice of satisfactory compliance with this Supplemental Provision.

1. If the Contractor or his or her agents refuses or fails to adhere to the requirements of the NPDES General Permit and as a result an assessment or fine is made or levied against the Owner, the Contractor shall reimburse the Owner within 10-calendar days of the assessment, or fine, or the Owner may withhold the amount of the assessment, or fine, from the Contractor's next pay estimate (pay application) and deliver that sum to the permitting agency issuing the assessment, or fine.

603.4 METHOD OF MEASUREMENT

Temporary Erosion and Sediment Control will be measured by the lump sum unit.

603.5 BASIS OF PAYMENT

Temporary Erosion and Sediment Control, including SWPPP plan preparation and maintenance, BMP's, installation of BMP's, inspection, and maintenance of erosion and sediment control measures, preparation of inspection reports, updating and/or modifying, maintaining, and retaining the SWPPP and other related records, will be paid for at the lump sum contract price.

603.5.1 Work Included in Payment

Separate payment will not be made for SWPPP plan preparation and maintenance, BMP's, installation of BMP's, inspection, and maintenance of erosion and sediment control measures, preparation of inspection reports, updating and/or modifying, maintaining, and retaining the SWPPP and other related records.

603.5.2 Partial Payments

An initial partial payment for Temporary Erosion and Sediment Control will be based on the equation provided in Standard Specification 603.5.2.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 604

SOIL AND DRAINAGE GEO-TEXTILES

All provisions of Section 604 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

604.1 DESCRIPTION

This Work consists of providing and installing geotextiles identified in the contract documents.

604.2.5 STABILIZATION GEOTEXTILES

The Contractor shall provide stabilization geotextile in wet, saturated conditions or unstable soils to provide separation, filtration, and also reinforcement as required by the Construction Drawings.

The stabilization geotextile shall be Tensar TX5 TriAx® geogrid or an Engineer approved alternate meeting or exceeding the TX5 product specifications.

The Contractor may provide stabilization geotextiles made of woven or non-woven Material.

604.4 METHOD OF MEASUREMENT

Stabilization Geotextile shall be measured by the square yard. Only one layer will be measured at geotextile overlaps.

Drainage textiles, (under Erosion Protection and Riprap, Etc...) will not be measured.

604.5 BASIS OF PAYMENT

Stabilization Geotextile shall be paid for by the unit price per square yard.

Drainage geotextile (under Erosion Protection and Riprap) will not be paid for separately and shall be included in the various items that include the drainage geotextile (Erosion Protection and Riprap).

604.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main item and will not be measured or paid for separately.

1. Repair of damaged geotextile fabric as a result of the Contractor's negligence, improper shipping, handling, packaging, or storing;
2. Geotextile packaging, storage and handling; and
3. Geotextile overlaps, anchoring, splicing, and seam assemblies.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 608

SIDEWALKS, DRIVEPADS, AND CONCRETE MEDIAN PAVEMENT

All provisions of Section 608 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

608.1 DESCRIPTION

This work shall consist of the construction of sidewalks, drive pads, detectable warning surfaces, and concrete median pavement in compliance with this Supplemental Provision, the Standard Specifications, the American with Disabilities Act of 1990, and with the lines and grades shown in the contract documents.

608.2 Materials

608.2.2.1 Silicone Joint Sealant and Backer Rod

The Contractor shall provide silicone joint sealant and backer rod (bondbreaker) from the Department's Approved Products List and in accordance with Section 452, "Sealing and Resealing Concrete Pavement Joints". Sealant shall be applied at all expansion joints.

608.2 MATERIALS

608.2.3 Bed Course Material

The Contractor shall provide bed course material that consist of cinders, sand, gravel, crushed stone, or other granular aggregate, with 100% passing the ½ inch sieve and not more than 12% passing the No. 200 sieve, or base course as per Section 303 "Base Course", or processed/ reclaimed HMA material may be used if designated for use on the Construction Drawings.

608.3 CONSTRUCTION REQUIREMENTS

608.3.5.2 Joints.

The Contractor shall fill the expansion joints with pre-molded expansion joint filler. The Contractor shall fill sealed expansion joints with a backer rod and silicone joint sealant at intervals of **30 feet**.

The Contractor shall divide sidewalks, drive pads, and concrete median pavement into sections with contraction joints formed with a scoring tool to create round edges. The Contractor shall create contraction joints that are approximately 0.125 inches wide and extend into the concrete at least one-third (1/3) the depth of the sidewalk, drive pad or concrete median pavement at intervals of **5 feet**. Contraction joints are not required in patterned concrete median pavement.

The Contractor shall construct expansion joints that extend into and through the sidewalk around utility valve boxes, manholes, pipe inlets, utility poles, or other items that extend through the finished surface of the concrete sidewalk, drive pad or concrete median pavement.

The Contractor shall install expansion joint filler 0.75 inch thick between sidewalks and fixed structures, such as buildings or bridges. The Contractor shall ensure the expansion joint filler extends the full depth of the concrete.

608.4 METHOD OF MEASUREMENT

The unit of measurement shall be square yard, in-place, as measured and computed by the Engineer. Measurement will be made the full width of the concrete sidewalk, drive pad or concrete median pavement per the applicable section. Subgrade preparation, bed course, and other related work will not be measured unless specifically identified in the contract documents.

Measurement for concrete curb returns and fillets will be by each.

608.5 BASIS OF PAYMENT

Concrete sidewalk, drive pad and concrete median pavement will be paid for at the contract unit price per square yard.

Concrete curb returns and fillets will be paid at the contract unit price for each.

608.5.1 Work included in Payment.

The following work items will be considered incidental to the main items and will not be measured or paid for separately:

1. Excavation, borrow, backfill, compaction, subgrade preparation, bed course;
2. Expansion joint (including silicone joint sealant & backer rod); coloring, detectable warning surface and other related items and appurtenances.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 609

CURB AND GUTTER

All provisions of Section 609 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

609.1 DESCRIPTION

This work consists of constructing asphalt or concrete curb, concrete gutter, and concrete curb-and-gutter combinations in compliance with the contract documents.

608.2 MATERIALS

608.2.3 Bed Course Material

The Contractor shall provide bed course material that consist of cinders, sand, gravel, crushed stone, or other granular aggregate, with 100% passing the ½ inch sieve and not more than 12% passing the No. 200 sieve, or base course as per Section 303 "Base Course", or processed/ reclaimed HMA material may be used if designated for use on the Construction Drawings.

609.3 CONSTRUCTION REQUIREMENTS

609.3.4 Joints

The Contractor shall construct curb and gutter in sections with uniform length of **30** feet. The Contractor shall separate sections by open joints, 1/8 inch wide, except at expansion joints. The Contractor shall construct contraction joints at intervals of **5** feet.

The Contractor shall form expansion joints at intervals of **30** feet, using preformed expansion joint filler with a thickness of **3/4** inch.

The Contractor shall construct transverse weakened plane and expansion joints at right angles to the line of the concrete curb and gutter.

The Contractor may construct expansion joints by sawing through the concrete curb and gutter section to its full depth. The Contractor shall ensure the width of the cut accepts the joint filler with a snug fit.

The Contractor shall complete the operations of sawing and inserting the joint filler before curing the concrete. At the conclusion of the curing period, the Contractor shall check the filler in each joint for tightness. The Contractor shall mortar in place and cure loose filler in joints.

If constructing the curb and gutter adjacent to other concrete, expansion joints shall be located opposite to or at expansion joints in the pavement.

609.4 METHOD OF MEASUREMENT

The unit of measurement shall be linear foot, in-place, as measured and computed by the Engineer. Measurement will be made along the flow line of the gutter. Subgrade preparation, bed course, and other related work will not be measured unless specifically identified in the contract documents.

609.5 BASIS OF PAYMENT

Asphalt or concrete curb, concrete gutter, and concrete curb-and-gutter combinations will be paid for at the contract unit price per linear foot. Curb and gutter will be paid at the contract unit price per linear foot.

609.5.1 Work Included in Payment

The following work items will be considered incidental to the main items and will not be measured or paid for separately:

1. Excavation, borrow, backfill, compaction, subgrade preparation, bed course;
2. Expansion joint (including silicone joint sealant & backer rod); coloring, detectable warning surface, reinforcing steel, and other related items and appurtenances.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 618

TRAFFIC CONTROL MANAGEMENT

All provisions of Section 618 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

618.1 DESCRIPTION

This work shall consists of providing a traffic control plan and traffic control management in accordance with the contract documents and the Manual of Uniform Traffic Control Devices (MUTCD), current edition, including supervision of personnel and the installation, inspection, and maintenance of traffic control devices on the project.

This work additionally includes furnishing, placing, maintaining, updating all devices to be implemented in the traffic control plan prepared by the Contractor. All traffic control equipment shall remain the property of the Contractor upon completion of construction.

618.4 METHOD OF MEASUREMENT

Traffic control management will be measured by the lump sum unit. Separate measurement will be made for a traffic control plan or traffic control devices.

618.5 BASIS OF PAYMENT

Traffic control management and all work associated therewith will be paid for at the lump sum contract price.

618.5.1 Partial Payments

Monthly partial payments for traffic control management will be made at the rate of progress made towards completion of the project, less previous partial payments for this item. The partial payment shall be computed as follows:

$$P = [(A \times L) / B] - C$$

Where:

P is the Partial Payment

L is the Item Contract Amount for Traffic Control Management

A is the number of days charged the Contractor toward completion of the project.

B is the Current Contract Time

C is the total amount of previous progress payments for this item

The Owner will negotiate payment for additional traffic control management resulting from an increase in work beyond the scope of the project. The contractor shall not start work until agreement on payment for additional traffic control management has been authorized.

For normal increases in contract items resulting in extensions of the contract time, the Owner will not increase the original lump sum amount.

SUPPLEMENTAL PROVISIONS

**MODIFYING
SECTION 621
MOBILIZATION**

All provisions of Section 621 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

621.1 DESCRIPTION

This Work consists of mobilization, remobilization and demobilization to and from the project.

621.2 MATERIALS

The Contractor shall provide all personnel, equipment, materials, incidentals and operating supplies to the project.

621.3 CONSTRUCTION REQUIREMENTS

Mobilization, remobilization and demobilization shall include all required insurance, bonds and permits, preparatory work and operations necessary for the providing all personnel, equipment, materials, supplies and incidentals to and from the project.

621.4 METHOD OF MEASUREMENT

Mobilization will be measured by the lump sum unit.

621.5 BASIS OF PAYMENT

Mobilization and all work associated therewith will be paid for at the lump sum contract price.

621.5.1 Work Included in Payment

The Owner will pay the Contractor partial payments using the following procedure:

1. When one percent (1%) or more of the Total Original Contract Amount less Mobilization is earned, up to 25 percent (25%) of the amount Bid for Mobilization or three percent (3%) of the Total Original Contract Amount, whichever is less, will be paid;
2. When five percent (5%) or more of the Total Original Contract Amount less Mobilization is earned, up to 50 percent (50%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
3. When 10 percent (10%) or more of the Total Original Contract Amount less Mobilization is earned, up to 75 percent (75%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
4. When 25 percent (25%) or more of the Total Original Contract Amount less Mobilization is earned, up to 90 percent (90%), less previous amounts paid, of the amount Bid for Mobilization will be paid; and
5. When 50 percent (50%) or more of the Total Original Contract Amount less Mobilization is earned, up to 100 percent (100%), less previous amounts paid, of the amount Bid for Mobilization will be paid.

The total sum of all mobilization payments shall not exceed the original contract amount bid for this item.

The Owner will not make additional payments for remobilization or demobilization due to shutdowns, whole or partial suspensions of the work or for other mobilization activities required for satisfactory completion of the contract.

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SUPPLEMENTAL PROVISIONS

**MODIFYING
SECTION 662
MANHOLES**

All provisions of Section 662 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

662.1 DESCRIPTION

This Work consists of constructing manholes. The Contractor shall construct manholes complete with covers, steps, fittings, and other appurtenances. This Work also includes installation of reducing cones, manhole extensions, ties to existing manholes, manhole adjustments, and manhole frame and covers.

662.4 METHOD OF MEASUREMENT

The Engineer will measure additional depth for adjusted manhole from the invert of the manhole to the finished top of the manhole ring.

662.5 BASIS OF PAYMENT

<u>Pay Item Pay</u>	<u>Unit</u>
Manhole as identified in the Contract Documents	Each
Manhole Adjustment (to Existing)	Each
Manhole Extension (to Existing)	Each
Connect to Existing Manhole	Each

662.6 WORK INCLUDED

Work shall include all labor, equipment, excavation, backfill, mortar, rings, steps, frames, covers, barrels, lids, collars, and other items necessary to provide a complete facility. Separate payment will not be made for concrete subgrade preparation, epoxy coating (as required), and leakage testing.

SUPPLEMENTAL PROVISIONS

**MODIFYING
SECTION 663
UTILITY ITEMS**

All provisions of Section 663 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

663.1 DESCRIPTION

This Work consists of trench excavation and backfill, and providing, installing, and connecting the specified utility items to existing utilities.

663.1.1 NMSSPWC Appurtenant Stipulations

Adhere to the applicable requirements of the NMSSPWC as referenced, added to, or modified for utility relocation and construction.

663.1.1.1 Terms

Use "Engineer," as it appears in the applicable sections of the NMSSPWC. The term "Owner" refers to the entity owning the affected utilities on this project.

663.1.1.2 Applicable Sections

The following sections of the NMSSPWC shall apply, except as modified:

1. Section 700, "Trenching and Boring for Utilities;"
2. Section 701, "Trenching, Excavation, and Backfill;"
3. Section 710, "Boring, Drilling, and Jacking;"
4. Section 800, "Water Transmission Collector and Distribution Lines;"
5. Section 801, "Installation of Water Transmission, Collector and Distribution Lines;"
6. Section 802, "Installation of Water Service Lines;"
7. Section 900, "Sanitary and Storm Sewer Facilities;"
8. Section 901, "Sanitary Sewer Collector and Interceptor Facilities;"
9. Section 905, "Sanitary Service Lines;"
10. Section 910, "Storm Sewer Pipe Installations;"
11. Section 915, "Storm Sewer Drainage Appurtenances;" and
12. Section 920, "Sanitary and Storm Sewer Manholes."

663.1.1.3 Modifications to NMSSPWC

The sections listed above do not include references to measurement and payment; measurement and payment will be in accordance with Section 663.4, "Method of Measurement," and Section 663.5, "Basis of Payment."

663.4 METHOD OF MEASUREMENT

Utility piping will be measured along the centerline of the pipe. Other items will be measured or counted for payment as identified in the bid forms.

663.5 BASIS OF PAYMENT

Utility piping will be made to the nearest foot. Other items, if any, will be paid as identified in the bid forms.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 701

TRAFFIC SIGNS AND SIGN STRUCTURES

All provisions of Section 701 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

701.1 DESCRIPTION

This work shall consist of furnishing and installing traffic signs and sign structures in compliance with the Manual of Uniform Traffic Control Devices (MUTCD), and as shown in the Contract Documents or as directed by the Engineer and Owner during construction.

701.2 MATERIALS

701.2.6 Sign Structures and Hardware

The Contractor shall select aluminum panel sign and base posts from the NMDOT Approved Products List. The Contractor shall install posts in accordance with NCHRP Report 350 and/or MASH criteria for single and multiple-post installations, and with the post manufacturer's wind load chart. The Contractor shall supply Certificates of Compliance to the Engineer. All installations shall comply with the post manufacturer's wind load chart unless otherwise specified in the Contract Documents.

The Contractor shall use one (1) of the following finishes:

1. Hot dipped galvanizing in accordance with ASTM A 653 or ASTM A 123;
2. Hot dip galvanized zinc coating, in accordance with AASHTO M 120, followed by a chromate conversion coating and a cross-linked polyurethane acrylic exterior coating.

701.4 METHOD OF MEASUREMENT

Panel signs will be measured by the square foot of sign area. Steel posts and base posts for aluminum panel signs will be measured by the foot. Street signs will be measured by the unit per each.

701.5 BASIS OF PAYMENT

Panel signs will be paid for at the contract unit price per square foot of sign face area. Steel posts and base posts for aluminum panel signs will be paid for at the contract unit price per foot. Street signs will be paid at the unit price bid for each sign installed in accordance to the Contract Documents.

701.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

- A. Hardware;
- B. Excavation, backfill, and compaction for installation;
- C. Reinforcing steel;
- D. Concrete;
- E. Hauling and disposal of removals;
- F. Hauling and stockpiling of salvageable Materials;
- G. Protective coatings; and
- H. Other miscellaneous items that may be necessary to complete construction of the contract item.

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SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 704

PAVEMENT MARKINGS

All provisions of Section 704 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

704.1 **DESCRIPTION**

This Work consists of providing Materials, labor, and Equipment for placement of retroreflectorized painted markings high durable (HD) 100 % acrylic waterborne traffic paint in accordance with these Specifications, the manufacturer's Specifications, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), and in compliance with the lines, grades, dimensions, and details shown in the Contract Documents.

704.2.1 **MATERIAL SAMPLING, TESTING, AND ACCEPTANCE OF MATERIALS**

The Contractor shall provide Certificates of Compliance and documentation that the NMDOT State Materials Bureau has tested the batch of paint. At the discretion of the Engineer, the Owner may take random samples of the traffic paint for testing. The Engineer will reject traffic paint used before submitting the proper documentation, if the test results do not meet the Specifications.

The Contractor shall submit to the NMDOT State Materials Bureau samples of traffic paint and glass beads as per NMDOT Traffic Paint Sampling and Testing Procedures and provide the Engineer with a compliance report designating the products meet the current NMDOT Specifications for Traffic Paint and Glass Beads. The Engineer reserves the right to have an inspector present to observe the sampling or manufacturing process.

The Contractor shall furnish a certificate with reference from the State Materials Bureau, indicating that Materials provided to the Project have been tested and accepted by the NMDOT State Materials Bureau, verifications of the certification will be made to the Engineer for the traffic paint or glass beads furnished to the Project.

704.4 **METHOD OF MEASUREMENT**

The Engineer will measure permanent and temporary Retroreflectorized Painted Markings for four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24 inch widths using multiples of the standard four (4) inch width to calculate a total length. Legends, symbols and specialty markings will be paid by each.

704.5 **BASIS OF PAYMENT**

<u>Pay Item Pay</u>	<u>Unit</u>
Reflectorized Painted Markings	Foot
Temporary Reflectorized Painted Markings	Foot
Legends, Symbols and Specialty Markings	Each

704.5.2 WORK INCLUDED IN PAYMENT

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

1. Removal of temporary marking tape;
2. Repair or replacement of damaged striping due to Contractor's negligence or operations;
3. Standard surface preparation;
4. Maintaining and protecting the pavement markings from traffic during the marking operations;
5. Mobile traffic control operations for long line, or heavy traffic marking operations;
6. Black out line for contrast markings; and
7. Cold weather additives.

SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 801

CONSTRUCTION STAKING BY THE CONTRACTOR

All provisions of Section 801 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

801.1 DESCRIPTION

801.1 General

This work shall consist of performing all construction staking, essential for the control and completion of the project.

801.1.2 Department-Supplied Documents and Services

The Engineer will provide the Contractor with survey data sufficient to layout, control, and complete the staking during construction, in accordance with the lines, grades, and details identified in the Contract Documents.

801.1.3 Contractor-Supplied Personnel & Services

The Contractor shall provide qualified personnel who are experienced in similar construction to the project to perform construction staking. Per NMSA 61-23-27.13, a New Mexico licensed surveyor is required to be in responsible charge of construction staking surveys for the construction of any public works project involving surveying. The Contractor shall furnish the name of the firm, name of the licensed surveyor and license number, in responsible charge of the construction staking at the preconstruction conference.

The Contractor shall locate and establish control points with the data given in the Contract Documents.

The Contractor shall verify Engineer-provided survey data, and submit changes or adjustments to the Engineer for review and acceptance at no cost to the Owner.

801.3.2 Construction Staking Documentation

The Contractor shall complete construction staking field notes and other documentation in accordance with the current NMDOT Survey Handbook and accepted industry methods achieving required accuracy.

The Contractor shall keep field notes in a standard field notebook in a clear, orderly, and neat manner, consistent with professional surveying practices, unless stated otherwise in the Contract.

Construction staking documentation will become the property of the Owner and shall be provided to the Engineer upon request and when the Work is complete. The Contractor shall provide construction staking documentation to the Engineer upon request. The Contractor shall submit earthwork quantities, slope staking, surface extracted cross sections, and earthwork calculations to the Project Manager for review before completing that phase of the Work. The Contractor shall ensure a New Mexico licensed professional surveyor or professional Engineer stamps and certifies the quantities and all submittals. No Work shall be performed until the Engineer receives all necessary survey data and

reviews the data for the Work being staked. Data shall consist of points files, with X,Y and Z; cuts, fills, offsets and references provided to the Contractor in form of a Microsoft Excel (.xlsx) file and in Autocad (.dwg) format.

801.4 Method of Measurement

Construction staking by the Contractor will be measured by the lineal foot along the construction centerline of the proposed improvements, as measured and computed by the Engineer, or as a lump sum unit as indicated in the Contract Documents.

801.5 BASIS OF PAYMENT

Construction staking by the Contractor will be paid for at the unit price per lineal foot or at the lump sum contract price as provided in the Bid Forms.

801.5.1 Work Included in Payment

The Owner will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following work:

1. Slope stake changes; and
2. Other staking changes.

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SUPPLEMENTAL PROVISIONS

MODIFYING

SECTION 906

MINIMUM TESTING REQUIREMENTS (MTR'S)

All provisions of Section 906 of the N.M.D.O.T 2019 Standard Specifications shall apply except as modified below:

906.1 DESCRIPTION

906.1.1 General

This work consists of Minimum Testing Requirements for the Contractor which includes construction sampling tests, and testing frequencies of materials incorporated into the work.

906.1.2 Minimum Testing Requirements

Table 906 – Minimum Testing Requirements - Contractor			
Item	Test Required	Sample/ Test Location	Testing Frequency
Excavation, Borrow and Embankment	In-place Density and Moisture	Roadway	1 per 2,000 CY
	Proctor/ Soil Classification	Borrow pit/ Stockpile / Project R/W	1 per Material Type
Subgrade Preparation	In-place Density and Moisture	Roadway	1 per 300 SY
	Proctor/ Soil Classification		1 per Material Type
Backfill for Soil and Drainage Geotextiles	In-place Density and Moisture	Roadway / Stockpile	1 per Lift
	Proctor/ Soil Classification		1 per Material Type
Table 906. Continued – Minimum Testing Requirements - Contractor			
Item	Test Required	Sample/ Test Location	Testing Frequency
Foundations for Sidewalks, Drive Pads and Concrete Median Paving	In-place Density and Moisture	Foundation Material Location	1 per 150 SY
	Proctor/ Soil Classification		1 per Material Type
Bed Course for Sidewalks, Drive Pads and Concrete Median Paving	In-place Density and Moisture	Material Location	1 per 500 SY
	Gradation/ PI/ Proctor/ Soil Classification		1 per Material Type

Foundations for Curb and Gutter	In-place Density and Moisture	Foundation Material Location	1 per 150 SY
	Proctor/ Soil Classification		1 per Material Type
Bed Course for Curb and Gutter	In-place Density and Moisture	Material Location	1 per 500 SY
	Gradation/ PI/ Proctor/ Soil Classification		1 per Material Type
Base Course	In-place Density and Moisture	Roadway	1 per 100 CY
	Proctor/ Soil Classification	Processed Material	1 per Material Type
	Gradations		1 per 500 Tons
	FF, LL, PI		
	Thickness	Roadway	1 per 100 CY
Concrete	Slump, Air, Break	Every 100 CY or days pour per mix design	1
Rip Rap Material	LA Wear & Soundness	Source	1 per Project
HMA Superpave	Asphalt Content, Gradation, GMM, Gmb, Air Voids, VMA, VFA, DP	Roadway	1 per 500 tons or days production
	Roadway Compaction (Cores)		1 set of 3 per 500 tons or days production
	Roadway Compaction (Nuclear Method)		Contractor's Determination, as Deemed Needed
	FE, SE, F&E, FAA, Moisture	Cold Feed before addition of Mineral Admixtures	

906.1 METHOD OF MEASUREMENT

Construction materials testing will not be measured. If the Contractor fails to provide copies of the quality control test reports within 48-hours of all tests, the Contractor will be assessed a penalty in the amount of \$100.00 per calendar day the results are late.

901.7 BASIS OF PAYMENT

Contractors construction materials testing will be made at the quality control laboratory invoice price plus 10%, to an amount not to exceed the unit price bid, less any liquidated damages that may be assessed for results not submitted in accordance with these specifications.

SUPPLEMENTAL PROVISIONS

SECTION 1502

SUBMITTALS

1502.1 GENERAL

1502.1.1 This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

1502.1.1.1 Shop Drawings:

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instruction from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system to the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

1502.1.1.2 Product Data:

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

1502.1.1.3 Samples:

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuing work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

1502.1.1.4 Design Data:

Calculations, mix designs, analyses or other data pertaining to a part of work.

1502.1.1.5 Test Reports:

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily checklists.

Final acceptance test and operational test procedure.

1502.1.1.6 Certificates:

Statements signed by responsible officials of manufacturer of product, system, or material attesting that product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Documents required of Contractor, or of a supplier, installer, or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

1502.1.1.7 Manufacturer's Instructions:

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

1502.1.1.8 Manufacturer's Field Reports:

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

1502.1.1.9 Operation and Maintenance Data:

Data intended to be incorporated in operations and maintenance manuals.

1502.2 SUBMITTAL PROCEDURES

1502.2.1 Coordination: Coordinate preparations and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1502.2.1.1 The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

1502.2.1.2 Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will advise the Contractor within seven days after the receipt of a submittal being processed that must be delayed for coordination.

No adjustment for time or money will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing or for corrective actions required as a result of noncompliance with plans or specifications.

1502.2.2 Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block:

1. Project Name.
2. Date.

3. Name and address of Engineer.
4. Name and address of Contractor.
5. Name and address of subcontractor.
6. Name and address of supplier.
7. Name of manufacturer.
8. Number and title of appropriate Specification Section.
9. Drawing number and detail references, as appropriate.

1502.2.3 Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

1502.2.3.1 On the transmittal, record relevant information and requests for data. Include Contractor's certification that information complies with Contract Document requirements.

1502.2.3.2 Transmittal Form: Use submittal forms included at the end of this section for transmittal of submittals.

1502.2.3.3 The CONTRACTOR shall submit all submittals as follows: 1 – OWNER; 2 – ENGINEER; 1 (or as required) – CONTRACTOR/Subcontractors, if hard copies are submitted. All complete submittals will be accepted via email. If physical examples of materials, equipment or workmanship are part of a submittal, they must be delivered to the ENGINEER by the CONTRACTOR.

1502.3 PRE-CONSTRUCTION PHOTOGRAPHS

1502.3.1 Prior to the date of the Notice to Proceed, the Contractor shall submit to Engineer photographs of the work areas and material storage areas. Photographs shall be taken along the center line of the proposed pipe trench or roadway and should capture all existing features of the sites such as mail boxes, curbing, lawns, driveways, signs, culverts, etc. As many photographs as is necessary shall be taken but as a minimum one photograph for every 50-feet of pipe trench and/or roadway is required. Each photograph shall have the date taken, a description, and sequential number (to follow pipe route) recorded on the back.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 1502-a
SUBMITTAL FORM**

CONTRACTOR SUBMITTAL FORM

Project: City of Socorro Cuba Road Street & Drainage Improvements - Phase II	Contractor's Submittal No.:	Date:
	Dates of Previous Submissions:	
Contractor:	Specification No.:	
Supplier:	Drawing Nos.:	
Manufacturer:	Product Description:	
Are there any deviations to the CONTRACT DOCUMENTS? ___ No ___ Yes (Explain and identify. Include all above header information in attachments.)		
CONTRACTOR'S CERTIFICATION: This submittal has been reviewed by the CONTRACTOR and it conforms to the requirements of the CONTRACT DOCUMENTS. Any deviations from the CONTRACT DOCUMENTS are identified above. If this is a resubmittal, any changes other than those specifically called for by the ENGINEER on previous submittals are specifically identified on the sheet(s) directly following this form.		
Signed: _____ Date: _____		
Date Received by DENNIS ENGINEERING COMPANY:		Quantity Received:
☐ REVIEWED for general conformity with DRAWINGS and SPECIFICATIONS. Quantities shown not verified. CONTRACTOR'S full responsibility is in no way relieved by this action.		
☐ REVIEWED AND NOTED for general conformity with DRAWINGS and SPECIFICATIONS. Quantities shown not verified. CONTRACTOR'S full responsibility is in no way relieved by this action.		
☐ REVIEWED AND NOT ACCEPTED. Not in conformity with DRAWINGS and SPECIFICATIONS.		
☐ NOT REVIEWED.		
By: _____ Date: _____		
Date Returned:		Quantity:
Engineer's Comments, if any:		
Engineer's Attachments, if any:		



DENNIS ENGINEERING COMPANY

SUPPLEMENTAL PROVISIONS

SECTION 1504

REQUEST FOR INFORMATION (RFI)

1504.1 GENERAL

1504.1.1 Summary

- 1504.1.1.1 This Specification Section specified administrative and procedural requirements for handling and processing Requests for Information (RFI).
- 1504.1.1.2 RFI is intended for requesting clarifications and interpretations of Contract documents due to apparent inconsistencies, errors or omissions in Contract Documents, and due to unanticipated existing conditions.
- 1504.1.1.3 RFI is not intended for general communication, requesting substitutions, Contractor's proposed changes, resolution of nonconforming work, or coordination between contractors or for general questions not related to the Contract Documents.
- 1504.1.1.4 RFI process is intended to be a cooperative effort between Engineer and contractor to expedite responses to RFIs and maintain progress of Work without utilizing other lengthy procedures.
- 1504.1.1.5 Any other proposed method of processing RFIs other than indicated within this Specification Section shall be evaluated by Engineer for potential impact on Engineer's services.
1. If Engineer agrees to utilize another proposed method, Engineer will be reimbursed for any special training, usage fees, extra time required to implement, maintain, utilize and administer such a system.

1504.1.2 RFI Submittal Procedure

- 1504.1.2.1 All RFIs shall be submitted on the form attached to this Specification Section, or on mutually agreeable forms to be provided at the preconstruction meeting, and shall include all backup information.
1. Backup information shall include, but not be limited to Contractor verified field measurements, quantities, dimensions, installation requirements, materials, catalog number, and any other information that will assist the Owner in reviewing the RFI.
- 1504.1.2.2 Within ten (10) working days of receipt of RFI, Engineer will either return a response to the RFI or notify Contractor when a response will be issued.
- 1504.1.3 Commencement of RFI-Related Work
- 1504.1.3.1 No portion of the work requiring instruction from the Engineer shall begin until RFI has been reviewed by the Engineer and returned to Contractor with instruction or with notation indicating Engineer response is not necessary.

1504.2 PRODUCTS – (NOT APPLICABLE TO THIS SPECIFICATION)

1504.3 EXECUTION

1504.3.1 Requests for Information

1504.3.1.1 Review of Contract Documents and Field Conditions:

1. Before starting each portion of Work, contractor shall carefully study and compare various Drawings, Specifications and other Contract Documents, coordination drawings, Shop Drawings, prior correspondence or documentation relative to that portion of Work, as well as information furnished by Owner.
2. Contractor and Subcontractor shall evaluate and take field measurements of conditions related to that portion of Work and shall observe any conditions at the site affecting it.
3. These obligations are for purpose of facilitating coordination and construction by Contractor.
4. Any errors, inconsistencies or omissions discovered in Contract Documents shall be reported promptly to Engineer as a properly prepared and timely RFI.

1504.3.1.2 Contractor's and Subcontractor's Responsibilities:

1. When interpretation, clarification or explanation of a portion of the Construction Documents is needed by Contractor, Subcontractor, Vendor or Supplier, the request shall be processed through Contractor.
 - a. Review request for completeness, quality, proper referencing to Drawing or Specification Section, and reason submitted.
 - b. If request is not acceptable, it shall be returned to submitter with comments regarding reason for being returned.
 - c. Make every attempt to validate, resolve, or respond to RFI by thoroughly researching and reviewing Contract Documents and field conditions.
 - d. Respond to RFI accordingly if review of RFI discloses a response or is related to coordination of construction or other issue not related to Contract Documents.
 - e. If unable to respond to request, it shall be restated in a clear, concise, correct, complete and easily understood manner, rewritten if necessary, additionally information included if necessary, and only then submitted to Engineer for response.
2. Follow these procedures in developing an RFI:
 - a. List specific Contract Documents researched when seeking information being requested.
 - b. Reference all applicable Contract Drawings by sheet number, section, detail, room number, door number, etc.; Specifications by section and paragraph number; and reference any other relevant documents.
 - c. The field titled "Regarding" on attached RFI form must be clear for future reference in reports or correspondence.
 - d. Clearly state request and provide Contract Document referenced and any additional information needed so request can be fully understood, including sketches, photos or other reference material.

- e. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which will aid in determining a solution or response.
 - i. If a reasonable solution cannot be suggested, a statement to that effect should be so stated.
 - f. Indicate reason request is being submitted.
 - g. Any critical RFIs requiring a rapid response shall clearly indicate such with an explanation as to why RFI is critical.
 - h. Priority for responses shall be indicated when multiple RFIs are submitted within a short period of time.
- 3. Copies of responses to RFIs shall be distributed to all parties affected.
 - 4. A response to RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by Owner in writing.
 - 5. If response to RFI is determined incomplete, it shall be resubmitted with reason response is unacceptable and any necessary additional information within five (5) days of time of receipt of response to RFI.

1504.3.1.3 RFI Submittal Numbering:

- 1. RFIs shall be assigned unique numbers in sequential order (1, 2, 3, 4, etc.).
- 2. A resubmitted RFI or a previously answered RFI requiring revising or further clarification shall be submitted using original RFI number followed by ".1" to indicate revision one of FRI (i.e.: RFI No. 34.1 is revision one to RFI No. 34).
- 3. Engineer may return RFI without response for following reasons:
 - a. Request is unclear or incomplete.
 - b. Detailed information no provided.
 - c. Is related to construction means, methods or techniques.
 - d. Is related to health or safety measures.
 - e. Is due to Contractor's lack of adequate coordination.
 - f. Is for coordination between Subcontractors.
 - g. Is considered a "Substitution Request."
 - h. Is considered a "Contractor Proposed Change."
 - i. Is due to non-conformance.
 - j. Response is required by another party.

END OF SECTION



DENNIS ENGINEERING COMPANY

Request for Information Form

Contractor's RFI No.: _____ Engineer's RFI No.: _____

Contract: Cuba Road Street & Drainage Improvements - Phase II

Contractor: _____

Owner: City of Socorro Owner's Contract or ITB No.: _____

Engineer: DENNIS ENGINEERING COMPANY Engineer's Contract No.: 01358

THIS REQUEST BY: _____ Cc to: _____
(Name of the Contractor's Representative)

REGARDING: _____

REFERENCE: DIVISION _____ SECTION _____ PLAN SHEET NO. _____

ATTACHMENTS: _____

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) due diligence was used to determine the intent of the contract documents prior to submitting the request; (2) Contractor has read and understood the provisions of Supplemental Provision 1504; and; (3) Contractor understands that once the Engineer provides a written response to a Contractor's RFI, that determination shall be final and binding on the Contractor unless the Contractor delivers to the Owner written notice of a change in the work within a certain period of time of receipt of that determination. See the General Conditions for further clarification.

Signature _____ Name and Title (Printed) _____ Date _____

INTERPRETATION BY: _____ Cc to: _____
(Name of Engineer's Representative)

ATTACHMENTS: _____

Signature _____ Name and Title (Printed) _____ Date _____

SUPPLEMENTAL PROVISIONS

SECTION 1505

PROJECT SCHEDULE

1505.1 GENERAL

1505.1.1 General Requirements

Contractor shall prepare and submit a detailed progress schedule to the Engineer for approval in accordance with the General Conditions.

If, in the opinion of the Engineer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress, which may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction planned, and to submit for approval such supplementary schedule or schedules as necessary to demonstrate the manner in which the agreed rate to progress will be regained, all without additional cost to the Owner.

1505.2 PRODUCTS (NOT USED)

1505.3 EXECUTION

1505.3.1 Contractor's Construction Schedule

1505.3.1.1 Schedule: The Contractor shall prepare a fully developed, CPM chart or spreadsheet type bar graph of the Contractor's construction schedule.

The scheduling of construction is the responsibility of the Contractor, and Contractor management personnel shall actively participate in development of the schedule so that intended sequences and procedures are clearly understood. An orderly progression of work is demonstrated by:

1. Provide a separate task for each significant construction activity. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
3. The diagram shall show a continuous activity flow from left to right. The activity or event numbers, description, duration, and value shall be shown on the diagram.
4. Dates shall be shown on the diagram for start of the project, any milestones required by the contract, and contract completion.
5. The critical path shall be clearly identified.
6. Submittal, review, procurement, fabrication, delivery, installation, start-up, and testing of special or long lead-time materials and equipment shall be included in the schedule.
7. Other agency activities shall be shown. These include but are not limited to: notice to proceed, approvals, inspections, and utility tie in for phasing requirements.

- 1505.3.1.2 Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- 1505.3.1.3 A monthly meeting shall be conducted on site attended by the Contractor's project manager and appropriate Engineer's representatives. During this meeting, the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the schedule required to reflect the current status of the project. The Engineer's representative shall approve activity progress, proposed revisions and adjustments, and the use of any optional calculations. The following shall be addressed:
1. The actual start and actual finish dates for all activities in progress or completed as appropriate.
 2. The estimated remaining duration for each activity in progress. Progress calculations must be based on remaining duration for each activity.
- 1505.3.1.4 Following the monthly progress meeting, a complete update of the schedule based on the approved progress, revisions, and adjustments agreed upon at the meeting shall be computed and submitted along with the application for progress payment. This update shall be subject to approval of the accurate entry of information agreed upon at the meeting.
- 1505.3.1.5 In the event the Contractor requests an extension of the contract completion date for any other contractual reason, he shall furnish such justification as the Engineer may deem necessary for a determination of the Contractor's right to an extension of time under the provisions of the contract. In such event the schedule revisions shall clearly display that the Contractor has used in full all available float time for the work involved with the request. Actual delays that are found to be caused by the Contractor's own actions or lack of action and which result in the extension of the projected contract completion date shall not be a cause for extension of the contract completion date. The Owner may find cause to extend the contract completion date under the contract in the absence of a request by the Contractor when, in the Owner's judgement, it is equitable.

SUPPLEMENTAL SPECIFICATION
SECTION 1506
PROJECT RECORD DOCUMENTS

1506.1 GENERAL

1506.1.1 Record Drawings

1506.1.1.1 The CONTRACTOR will receive from the ENGINEER the contract drawings prepared for the project. A set of contract drawing prints (24"x36") shall be kept at the construction site for mark-up by the CONTRACTOR to record all as-built conditions. Once approved by the ENGINEER the CONTRACTOR shall transfer the information recorded as record drawings to the final record drawings.

1506.1.2 Submittals

1506.1.2.1 At project close-out, CONTRACTOR shall deliver record documents to ENGINEER for OWNER.

1506.1.2.2 Accompany submittal with transmittal letter in duplicate, containing:

1. Date;
2. Project title and number;
3. CONTRACTOR's name and address;
4. Title and number of each record document;
5. Signature of CONTRACTOR or its authorized representative.

1506.2 WORKING RECORD DRAWINGS

The working record drawing prints shall be revised to show the as-built conditions during the construction of the project. Changes from the contract plans which are made in the work or additional information discovered or provided in the course of construction shall be accurately and neatly recorded as changes or additions to the original contract drawings.

1506.2.1 Content of Working Record Drawings

The working record drawings shall include, but not be limited to, the following information:

1. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities/features. These measurements shall be within an accuracy range of 300 mm (6 inches) and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets,

clean outs, meter, etc. The general depth range of each underground utility line shall be shown (i.e., 1m (3ft) depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines.

2. The location and dimensions or any changes within a structure.
3. Correct grade or alignment of roads, structures or utilities if any changes were made from contract plans.
4. Correct elevations if changes were made in site grading or excavation.
5. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the CONTRACTOR including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
6. The topography and grades of all drainage installed or affected as a part of the project construction.
7. Options: Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the record drawings.
8. Shop drawings containing as-built information shall be incorporated into the working record drawings. This additional information may be added to an existing working record drawing or may require the addition of a new drawing to the working record drawing set.

1506.2.2 Quality Control of Working Record Drawings

Subject to the approval of the ENGINEER, a member of the CONTRACTOR's Quality Control Organization shall be assigned sole responsibility for the maintenance and currency of working record drawings. Any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the ENGINEER.

1506.2.3 Withholding for Working Record Drawings

The working record marked prints will be jointly reviewed for accuracy and completeness by the ENGINEER and the CONTRACTOR prior to submission of each monthly pay estimate. If the CONTRACTOR fails to maintain the working as-built drawings as specified herein, the ENGINEER will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings and will continue the monthly deduction until an agreement can be reached between the ENGINEER and the CONTRACTOR regarding the accuracy and completeness of the updated drawings.

1506.3 FINAL RECORD DRAWINGS

The final record drawings shall be the final record of construction as installed and completed by the CONTRACTOR and as indicated on the working record drawings. All changes, variations and/or required additions to the contract drawings shall be included. In the event the CONTRACTOR accomplishes additional work which changes the as-built conditions of the facility after submission of the final record drawings, the CONTRACTOR shall furnish revised and/or additional drawings as required to depict as-built conditions. The

requirements for these additional drawings will be the same as for the record drawings included in the original submission.

1506.4 PRODUCTS (NOT USED)

1506.5 EXECUTION

1506.5.1 Maintenance of Documents and Samples:

1506.5.1.1 CONTRACTOR shall store documents and samples in CONTRACTOR's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.

2. Provide locked cabinet or secure storage space for storage of samples.

1506.5.1.2 CONTRACTOR shall file documents and samples in accordance with Construction Specifications Institute (CSI) format.

1506.5.1.3 CONTRACTOR shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

1506.5.1.4 CONTRACTOR shall make documents and samples available at all times for reference by ENGINEER or OWNER.

1506.5.2 Marking Pens:

1506.5.2.1 Contractor shall provide felt tip marking pens for recording information designated by ENGINEER.

1506.5.3 Record Drawings:

1506.5.3.1 CONTRACTOR shall label each of the two sets of Record Drawings with document "PROJECT RECORD" in neat large printed letters.

1506.5.3.2 CONTRACTOR shall record information concurrently with construction progress. Do not cover any work until required information is recorded.

1506.5.3.3 Drawings shall be legibly marked by CONTRACTOR to record actual construction.

1506.5.3.4 During progress of Project, CONTRACTOR shall keep careful record at site of all changes and corrections from layouts shown on two separate sets of drawings. CONTRACTOR shall enter such changes and corrections on prints of contract drawings within a day of the time the changes are made. Record drawings shall also indicate in addition to changes and corrections, actual location of all subsurface utility lines encountered. In order that location of these lines and appurtenances may be determined in the event of surface openings or indicators become covered over or obscured, record drawing shall show, by installation elevation and offset dimensions to two permanently fixed surface features, end of each run including each change in direction. Valve, splice boxes and similar appurtenances shall be located by dimensioning along utility run from reference point. At time of substantial completion of each structure or facility involved under contract, CONTRACTOR shall submit to ENGINEER recorded drawings showing aforementioned data. ENGINEER will not recommend interim payments or final payment for project until above requirements have been fulfilled by CONTRACTOR.

1506.5.3.5 Specifications and Addenda shall be legibly marked by CONTRACTOR to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by field order or by change order.

END OF SECTION

SUPPLEMENTAL PROVISIONS

SECTION 1510

GENERAL REQUIREMENTS

1510.1 GENERAL

This section describes general requirements in addition to those in the General Conditions that shall be met by the Contractor.

1510.2 AUTHORITY OF CONTRACTOR REPRESENTATIVE

1510.2.1 The site representative appointed by the Contractor and approved by the Engineer shall, as a minimum, have the authority to negotiate and execute Supplemental Agreements having a value up to \$5,000.00.

1510.3 AGE AND VALUE OF EQUIPMENT

1510.3.1 If requested by the Engineer, the Contractor shall provide documentation to establish the age and value of any equipment being utilized to perform the work under this contract.

1510.4 WORK SCHEDULE

1510.4.1 If the Contractor intends to work outside the normal 40-hour Monday through Friday work week, he shall notify the Engineer one full workday (Monday – Friday) in advance.

1510.5 SPECIFICATIONS

1510.5.1 The Contractor, or Contractor's representative shall at all times have in the field a copy of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction to use as a reference.

DENNIS ENGINEERING COMPANY

SUPPLEMENTAL PROVISIONS

SECTION 1541A

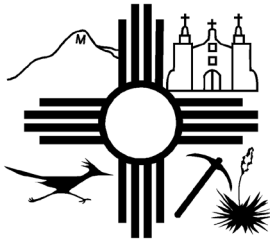
CITY OF SOCORRO PROJECT SIGN

CITY OF SOCORRO PROJECT SIGN DETAIL

- Sign shall be white background with black letters

[2 1/2"]

CITY OF SOCORRO



[Logo - 1'-6" Dia./Sq.]

[2"]CITY OF SOCORRO
[2"]RAVI BHASKER, MAYOR

[3"]Cuba Road Street & Drainage Improvements – Phase II

ENGINEER
DENNIS ENGINEERING COMPANY
113C ABEYTA AVE.
SOCORRO, NM 87801
TELEPHONE Nº. 575-835-0604

[1-1/2"]
[1-1/2"]
[1"]
[1"]
[1"]

CONTRACTOR
(NAME)
(ADDRESS)
(CITY, STATE, ZIP CODE)
(TELEPHONE Nº. 505-000-000)

OWNER
CITY OF SOCORRO
111 SCHOOL OF MINES ROAD
SOCORRO, NM 87801
TELEPHONE Nº. 575-835-0240

[1-1/2"]
[1-1/2"]
[1"]
[1"]
[1"]
[1"]

FUNDING
CDBG 23-C-NR-I-01-G-06

Local Funds

COUNCIL MEMBERS
MARY ANN CHAVEZ-LOPEZ
DEBORAH DEAN
NICK FLEMING
JOE GONZALES
DAMIEN OCAMPO
JOEL D. PARTRIDGE
PETER D. ROMERO
ANTON SALOME

[1-1/2"]
[1"]
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[1"]
[1"]

SIGN DIMENSIONS : The sign shall be no smaller than 4'x6' nor larger than 4'x8' and shall not be larger than the CDBG project sign.

PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

Each sign shall be mounted on two 4"x4" posts, with the bottom of the sign at least four feet above grade.

SUPPLEMENTAL PROVISIONS

SECTION 1580

ALLOWANCES

1580.1 GENERAL

These specifications provide the administrative and procedural requirements governing handling and processing allowances identified in the bid schedules, other contract documents and specifications, and the construction drawings.

1580.1.1 Related Documents

1. General Conditions
2. Supplementary Conditions
3. Section 1502
4. Related technical specifications

1580.1.2 Definitions

1580.1.2.1 Cash Allowance

An allowance that is included in the Bid Schedule(s) to compensate the Contractor for an undetermined amount of work to be completed as part of the construction of the project.

1580.1.2.2 Quality Assurance

An allowance that is included in the Bid Schedule(s) for a determined amount of work indicated in the Construction Drawings, Contract Documents, or Technical Specifications

1580.1.3 Submittals

1580.1.3.1 Cash Allowances

The following shall be submitted for Cash Allowances:

1. Product submittals in accordance with Section 1502 for the materials and equipment installed.
2. Invoices or delivery tickets indicating the amount of actual quantities delivered to the site in fulfillment of each allowance.
3. Other items required by the contract documents, technical specifications, and construction drawings, such as qualifications, contracts, or proposals.
4. The maximum allowance cost shall be indicated as required in the bid schedule(s) in the bid form.

1580.2 EXECUTION

1580.2.1 Allowances

1. Allowances shall cover the costs as identified in Section 1580.3 below.

2. Any allowance amounts not used during the duration of the project shall be deducted from the Contractor's contract amount at the end of the project via a deductive change order.
3. Allowances shall NOT exceed the amounts indicated in the bid schedule(s), unless a change order has been accepted by the Owner, Engineer, and funding agencies.

1580.3 SCHEDULE

Note: The following allowances shall be included in the Contractor's Base Bid:

1580.3.1 **Contractor's Quality Control Testing Allowance**

1580.3.1.1 Description

The Contractor shall include a cash allowance in the Bid Schedule(s), where required, an amount not to be exceeded for completing Quality Control Testing in accordance with Supplemental Provision 906. The amount of the allowance shall be determined by the Bidder.

1580.3.1.2 Payment Procedures

The measurement and payment for Contractor's Quality Control Testing allowance shall be in substantial conformance with Supplemental Specification 906 and will be made at the laboratory invoice plus 10%, not to exceed the amount bid.