

# PROJECT MANUAL

**100% Construction Documents**

## **Bluewater Village Fire Department Expansion**

**Project No. R305850.01**

County of Cibola

Bluewater Village, New Mexico

January 8, 2018



NEW MEXICO • EST. 1981

Prepared By:  
**HUITT-ZOLLARS, INC.**  
6501 Americas Parkway NE  
Suite 550  
Albuquerque, NM 87110  
505.883.8114

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# PROJECT MANUAL

**PROJECT:** Bluewater Village Fire Department Expansion

**OWNER:** CIBOLA COUNTY  
21 PINON ST  
BLUEWATER VILLAGE, NEW MEXICO 87005  
CONTACT: PRESTON NEFF  
FIRE DEPARTMENT CHIEF  
(505) 782-7022

“The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Registered Architect, licensed to practice in the State of New Mexico, is affixed below.” “All questions about the meaning or intent of these documents shall be submitted only to the Architect of Record, stated above, in writing. Refer to Paragraph 3.2 of the Instructions to Bidders as to interpretations.”



**ARCHITECT OF RECORD:**

Huitt-Zollars, Inc.  
6501 Americas Parkway NE  
Suite 830  
Albuquerque, NM 87110-8154  
Contact: Joseph M. Gallegos, AIA, LEED BD+C  
(505) 883-8114 ph (505) 883-5022 fax  
jgallegos@huitt-zollars.com

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**Cibola County**  
**Bluewater Village Fire Department Expansion**

**TITLE**

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II. Instructions to Bidders

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NOT USED

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NOT USED

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NOT USED

DIVISION 25

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NOT USED

DIVISION 26

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DIVISION 27

NOT USED

DIVISION 28

NOT USED

DIVISION 29-30

NOT USED

DIVISION 31

See Drawings

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See Drawings

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See Drawings

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# 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 REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

Section 00014

3.1 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).

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

3.3 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.

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

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# NOTICE OF INVITATION FOR BIDS

PRE-BID INFORMATION  
Section 00021

Competitive sealed bids will be received by the Owner, for

The Bluewater Village Fire Department Expansion

BID #17-11Project No.: R305880.01

Project: \_\_\_\_\_

Sealed Bids will be received at:

Cibola County Manager's Office, Attention-Procurement Office at 700 E. Roosevelt Ave. Suite 50,  
Grants, NM 87020 (505) 287-9431 x2513

until February 13<sup>th</sup>, 2018, 2:00 p.m. at which time bids will be opened and  
publicly read aloud.

Complete sets of the bidding documents may be obtained at:

Albuquerque Reprographics Inc.  
4716 McLeod Rd NE  
Albuquerque, New Mexico  
87109505-884-0862

Purchasing Agent:

Wendy Self

Date: 01/03/18

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(FOR OWNER USE ONLY)

Newspaper: <u>Gallup Independent</u>	Publish: _____
Newspaper: <u>Cibola Citizen</u>	Publish: _____
Newspaper: <u>ABQ Journal</u>	Publish: _____

(Note: This Notice is issued pursuant to the requirements of [§104 NMSA 1978](#))

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# INVITATION FOR BIDS

PRE-BID INFORMATION  
Section 00022

Project: Bluewater Village Fire Department Expansion

Project No. R305880.07

Architect/Engineer of Record:

**HUITT-ZOLLARS, INC.**

6501 Americas Parkway NE

Suite 830

Albuquerque, NM 87110

505.883.8114

Owner:

**CIBOLA COUNTY**

21 PINON ST

BLUEWATER VILLAGE, NEW MEXICO 87005

CONTACT: PRESTON NEFF

FIRE DEPARTMENT CHIEF

(505) 505-285-0568

**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."

Bidding Documents may be obtained at the office of the Architect/ Engineer of Record upon payment of **\$125.00** for each complete set. Checks should be made payable to "Cibola County". Incomplete sets

## INVITATION FOR BID CONSTRUCTION CONTRACT

Bid Number: 17-11

Sealed bids shall be submitted to:

### Office of the Purchasing Agent

Office of Purchasing-Cibola County Manager's  
Office

700 E. Roosevelt Ave. Suite 50  
Grants, NM 87020

Bids will be publicly opened after the Bid Deadline:

**Date: February 13<sup>th</sup>, 2018**

**Time: 2:00 pm**

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 15 days of the Bid Opening will also receive refund of this deposit. No deposits will be returned after the 15 day period.

BIDDING DOCUMENTS MAY BE REVIEWED AT THE FOLLOWING LOCATION:

### Builder's News and Plan Room

Albuquerque Reprographics Inc.

4716 McLeod Rd NE

Albuquerque, New Mexico 87109

505-884-0862

### Construction Reporter

1609 Second Street NW

Albuquerque, New Mexico 87102

505-243-9793, fax 505-242-4758

### Dodge Reports

1615 University Boulevard NE

Albuquerque, New Mexico 87102

505-243-2817, fax 505-842-0231

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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. Tax shall be added at time of invoice at prevailing rates as a separate item to be paid by the Owner. 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 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 **45 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

☞ End of Invitation for Bid ☐

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# 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 affect 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 e-mailed 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.



4.5.2 *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

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.

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 any accepted alternates.

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# **GEOTECHNICAL INVESTIGATION REPORT**

INFORMATION AVAILABLE TO BIDDERS  
Section 00220

## **1.0 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.

## **2.0 INVESTIGATION**

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# Geotechnical Engineering Report

**Bluewater Village Fire Station Addition/Expansion**

**20 Piñon Street**

**Bluewater, New Mexico**

May 15, 2017

Terracon Project No. 66175088

**Prepared for:**

Huitt-Zollars, Inc.

Albuquerque, New Mexico

**Prepared by:**

Terracon Consultants, Inc.

Albuquerque, New Mexico

Offices Nationwide  
Employee-Owned

Established in 1965  
[terracon.com](http://terracon.com)

**Terracon**

June 15, 2017



Huitt-Zollars, Inc.  
6501 Americas Parkway NE, Suite 550  
Albuquerque, New Mexico 87110

Attn: Mr. Joseph M. Gallegos, AIA, LEED BD+C  
P: (505) 883-8114  
E: [jgallegos@huitt-zollars.com](mailto:jgallegos@huitt-zollars.com)

Re: Geotechnical Engineering Report  
Bluewater Village Fire Station Addition/Expansion  
20 Piñon Street  
Bluewater, New Mexico  
Terracon Project No. 66175088

Dear Mr. Gallegos:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. These services were performed in general accordance with our Proposal Number P66175088 dated April 20, 2017 and Huitt-Zollars, Inc. Subconsultant agreement dated May 10, 2017. This geotechnical engineering report presents the results of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and exterior flatwork for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,  
**Terracon Consultants, Inc.**

  
Sam G. Zsiga  
Staff Engineer



Copies to: Addressee (1 via email, 3 via mail)

June 15, 2017



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Sincerely,  
**Terracon Consultants, Inc.**

  
Sam G. Zsiga  
Staff Engineer

  
Michael E. Anderson, P.E.  
Principal

Copies to: Addressee (1 via email, 3 via mail)



## **EXECUTIVE SUMMARY**

This geotechnical executive summary should be used in conjunction with the entire report for design and/or construction purposes. It should be recognized that specific details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled General Comments should be read for an understanding of the report limitations.

A geotechnical exploration has been performed for the proposed Bluewater Fire Station Expansion/Addition located at 20 Piñon Street in Bluewater, New Mexico. Terracon's geotechnical scope of work included the advancement of two (2) test borings to an approximate depth of about 21-½ feet below existing site grades.

Based on the information obtained from our subsurface exploration, the site is suitable for development of the proposed project. The following geotechnical considerations were identified:

**Site Development:** An existing building and pavements currently occupy the site. The pavements will need to be removed prior to new construction. Existing below ground and above ground utilities within and adjacent to the site were observed and should be considered in the design and development of the project.

**Site Soils:** The site soils consisted of sand with varying amounts of silt, clay and gravel and silt with varying amounts of clay, sand and gravel. Groundwater was not encountered in any test boring at the time of drilling. On-site soils are generally suitable for use as engineered fill beneath foundations and floor slabs. Very soft and very loose soils along with elevated moisture contents were encountered in some borings and may require drying and/or stabilization during construction. In addition, the silt and clay soils will require additional effort and processing to provide a uniform engineered fill material.

**Foundations:** The building addition may be supported on shallow spread and continuous footings or a monolithic slab with turned down edges bearing on a zone engineered fill/recompacted soils.

We assume that the type of foundation system supporting the existing building consists of shallow foundations. Provisions should be made during construction to prevent undermining or disturbing the soils supporting the existing building foundations. If new foundations are constructed adjacent to the shallow existing foundations, there is a risk that the bearing material could become undermined and/or overstressed due to overlapping stresses. Maintaining a sufficient clear distance between new and existing shallow foundations will reduce the potential for increased bearing stresses and additional foundation settlement. The new footings should be constructed at the same elevation of the existing shallow foundations. Connections between the existing building and the new addition should allow for some differential movement.

**Floor Slabs:** The on-site surface and near surface soils are expected to exhibit low compression and non- to low expansive potentials when compacted and subjected to light loading conditions such as those imposed by floor slabs. Construction of floor slabs on engineered fill composed of on-site soils or approved imported soils are considered acceptable for the project, provided some movement can be tolerated.

Earthwork on the project should be observed and evaluated by Terracon. The evaluation of earthwork should include observation and testing of engineered fill, subgrade preparation, foundation bearing soils, and other geotechnical conditions exposed during construction.

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**GEOTECHNICAL ENGINEERING REPORT  
BLUEWATER FIRE STATION ADDITION/EXPANSION  
20 PIÑON STREET  
BLUEWATER, NEW MEXICO**

**Terracon Project No. 66175088  
June 15, 2017**

## **1.0 INTRODUCTION**

This report presents the results of our geotechnical engineering services performed for the proposed Bluewater Fire Station Addition/Expansion located at 20 Piñon Street in Bluewater, New Mexico. The report addresses the following:

- subsurface soil conditions
- earthwork
- seismic considerations
- lateral earth pressures
- groundwater conditions
- foundation design and construction
- floor slab design and construction

Our geotechnical engineering scope of work for this project included the advancement of two (2) test borings to a depth of approximately 21-½ feet below existing site grades.

Logs of the borings along with a Site Location Map and Boring Location Plan are included in Appendix A of this report. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included in Appendix B of this report. Descriptions of the field exploration and laboratory testing are included in their respective appendices.

## **2.0 PROJECT INFORMATION**

### **2.1 Project Description**

<b>ITEM</b>	<b>DESCRIPTION</b>
<b>Site layout</b>	Refer to the Site Location Map and Boring Location Plan (Exhibits A1 and A2 in Appendix A)
<b>Structure</b>	At this time, the project will include the expansion of the existing building to include a one-story, slab-on-grade addition approximately 3,000 square feet in plan area.
<b>Building addition construction</b>	Prefabricated metal building
<b>Finished floor elevation</b>	Within 1 to 2 feet of existing site grade



ITEM	DESCRIPTION
Proposed foundation	Spread/continuous footings Monolithic slab with turned down edges
Existing building foundation	Spread/continuous footings (assumed)
Maximum loads	Columns: 20 to 50 kips Walls: 1 to 3 klf Slabs: 150 to 250 psf max (assumed)
Site development	Site improvements may consist of the flatwork (aprons and sidewalks) and the installation of utilities.
Grading	Maximum cut and fills on the order of about 1 to 2 feet
Below Grade Areas	Not applicable

## 2.2 Site Location and Description

ITEM	DESCRIPTION
Location	20 Piñon Street in Bluewater, New Mexico
Existing site features (site interior)	The site is currently developed with the existing fire station facility comprised of a building, concrete pavement, gravel surfacing, trees, miscellaneous structures/equipment and utilities.
Surrounding developments	North: Piñon Street East: Elm Street West: Commercial development South: Residential development
Current ground cover	Building footprint, trees, structures, Portland cement concrete pavement and gravel surfacing.
Existing topography	Relatively flat to gently sloping down to the east and southeast (assumed).

## 3.0 SUBSURFACE CONDITIONS

### 3.1 Typical Subsurface Profile

Specific conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Details for each of the borings can be found on the boring logs included in Appendix A of this report. Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

<b>Description</b>	<b>Approximate Depth to Bottom of Stratum (feet)</b>	<b>Material Encountered</b>	<b>Consistency/Density</b>
Stratum 1	4 to 80	Sand. The clay, silt and gravel content varied	Very Loose
Stratum 2	4 to 21-½	Silt and clay. The sand and gravel content varied	Very Soft to Medium Stiff

The silt soils were non-plastic in plasticity. The sand and clay soils were non-plastic to medium in plasticity.

Laboratory tests were conducted on selected soil samples and the test results are presented in Appendix B. Laboratory test results indicate that the surface and near surface soils exhibit low compressibility potentials at in-situ moisture contents. The test results indicate that the near surface native soils have a moderate to high tendency for hydro-compaction (collapse) and a non-expansion potential when wetted under foundation loads. When water is added to samples of laboratory compacted near-surface soils, we anticipate that the compacted near surface soils will exhibit non- to low expansion potential and non- to low collapse potential when subjected to light loading conditions such as those imposed by floor slabs.

Laboratory test results indicate that on-site soils have a soluble sulfate concentration of 85 mg/kg.

### **3.2 Groundwater**

Groundwater was not observed in the test borings at the time of field exploration, nor when checked upon completion of drilling. These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times, or at other locations. Groundwater conditions can change with varying seasonal and weather conditions, and other factors.

## **4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION**

### **4.1 Geotechnical Considerations**

The site appears suitable for the proposed construction based upon geotechnical conditions encountered in the test borings. Potentially compressible soils which show a moderate to high tendency for movement when elevated in moisture content will require particular attention in the design and construction.

Very soft and very loose soils along with elevated moisture contents were encountered in some borings and may require drying and/or stabilization during construction.

An existing building and pavements currently occupy the site. The pavements will need to be removed prior to new construction. Existing below ground and above ground utilities within and adjacent to the site were observed and should be considered in the design and development of the project.

Based on the geotechnical subsurface exploration, the laboratory test results, and our engineering analyses, the proposed building addition can be supported on a spread and continuous footing or monolithic slab with turned down edges foundation system bearing on a zone of engineered fill/recompacted soils. In addition, a slab-on-grade floor system supported on a zone of engineered fill can be used, provided some movement can be tolerated. On-site soils are suitable for use as engineered fill beneath the foundation and floor slab, and exterior slabs. The silt soils will require additional effort and processing to provide a uniform engineered fill material. Any engineered fill material required to raise the site to construction grade can be used in the recommended engineered fill/recompacted native soil zone.

We assume that the type of foundation system supporting the existing building consists of shallow foundations. Provisions should be made during construction to prevent undermining or disturbing the soils supporting the existing building foundations. If new foundations are constructed adjacent to the shallow existing foundations, there is a risk that the bearing material could become undermined and/or overstressed due to overlapping stresses. Maintaining a sufficient clear distance between new and existing shallow foundations will reduce the potential for increased bearing stresses and additional foundation settlement. The new footings should be constructed at the same elevation of the existing shallow foundations. Connections between the existing building and the new addition should allow for some differential movement.

Geotechnical engineering recommendations for foundation systems and other earth connected phases of the project are outlined below. The recommendations contained in this report are based upon the results of field and laboratory testing (which are presented in Appendices A and B), engineering analyses, and our current understanding of the proposed project.

## **4.2 Earthwork**

The following presents recommendations for site preparation, excavation, subgrade preparation and placement of engineered fills on the project. The recommendations presented for design and construction of earth supported elements including foundations, slabs and pavements are contingent upon following the recommendations outlined in this section.

Earthwork on the project should be observed and evaluated by Terracon. The evaluation of earthwork should include observation and testing of engineered fill, subgrade preparation, foundation bearing soils, and other geotechnical conditions exposed during the construction of the project.

#### **4.2.1 Site Preparation**

Strip and remove existing pavements, gravel surfacing, slabs, structures, vegetation and other deleterious materials from proposed building addition and new pavement areas. Exposed surfaces should be free of mounds and depressions which could prevent uniform compaction.

All materials derived from the demolition of existing pavements, slabs and elements should be removed from the site, and not be allowed for use in any on-site fills.

Stripped materials consisting of vegetation and organic materials (if applicable) should be wasted from the site, or used to revegetate landscaped areas or exposed slopes after completion of grading operations. If it is necessary to dispose of organic materials on-site, they should be placed in non-structural areas, and in fill sections not exceeding 5 feet in height.

The site should be initially graded to create a relatively level surface to receive fill, and to provide for a relatively uniform thickness of fill beneath proposed building structure.

Evidence of existing underground utilities was observed during the site reconnaissance. Therefore, such features could be encountered during construction. If unexpected fills or underground facilities are encountered, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

#### **4.2.2 Excavation**

It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment.

Based on the results from the soil borings, we do not anticipate groundwater control measures will be necessary in excavations up to about 21-½ feet below existing site grades. However, depending upon the depth of excavation and seasonal conditions, groundwater may be encountered in excavations on the site. Pumping from sumps may be utilized to control water within excavations.

Elevated moisture contents and very soft and very loose soils were encountered in the borings. Therefore, on-site soils will likely pump or become unstable or unworkable at high water contents. Workability may be improved by scarifying and drying. Overexcavation of wet zones and replacement with granular materials may be necessary. Lightweight excavation equipment may be required to reduce subgrade pumping.

Use of fly ash, kiln dust, cement or geotextiles could also be considered as a stabilization technique. Laboratory evaluation is recommended to determine the effect of chemical stabilization on subgrade soils prior to construction.

### **4.2.3 Subgrade Preparation**

Engineered fill should extend below proposed footings and floor slab as outlined in Sections 4.3 and 4.5 of this report.

Exposed areas which will receive fill, once properly cleared, should be scarified to a minimum depth of 10 inches, conditioned to near optimum moisture content, and compacted.

Areas of loose soils may be encountered at foundation bearing depth after excavation is completed for footings. When such conditions exist beneath planned footing areas, the subgrade soils should be surficially compacted prior to placement of the foundation system. If sufficient compaction can not be achieved in-place, the loose soils should be removed and replaced as engineered fill. For placement of engineered fill below footings, the excavation should be widened laterally, at least eight (8) inches for each foot of fill placed below footing base elevations.

Subgrade soils beneath exterior slabs and pavements should be scarified, moisture conditioned and compacted to a minimum depth of 10 inches. The moisture content and compaction of subgrade soils should be maintained until slab or pavement construction.

### **4.2.4 Fill Materials and Placement**

All fill materials should be inorganic soils free of vegetation, debris, and fragments larger than six inches in size. Pea gravel or other similar non-cementitious, poorly-graded materials should not be used as fill or backfill without the prior approval of the geotechnical engineer.

Clean on-site soils or approved imported materials meeting the specification contained herein may be used as fill material for the following:

- general site grading
- exterior slab areas
- foundation areas
- foundation backfill
- interior floor slab areas

The silt soils will require additional effort and processing to provide a uniform engineered fill material.

Imported soils for use as fill material within proposed building addition area should conform to low volume change materials as indicated in the following specifications:

<u>Gradation</u>	<u>Percent Finer by Weight</u> <u>(ASTM C 136)</u>
6" .....	100
3" .....	70-100

## Geotechnical Engineering Report

Bluewater Village Fire Station Addition/Expansion ■ Bluewater, New Mexico  
June 15, 2017 ■ Terracon Project No. 66175088



No. 4 Sieve .....	50-100
No. 200 Sieve .....	50 (max)
■ Liquid Limit.....	30 (max)
■ Plasticity Index .....	15 (max)
■ Maximum expansive potential (%)* .....	1.0

\*Measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at about 3 percent below optimum water content. The sample is confined under a 100 psf surcharge and submerged/inundated.

Engineered fill should be placed and compacted in horizontal lifts, using equipment and procedures that will produce recommended moisture contents and densities throughout the lift. Fill lifts should not exceed ten inches loose thickness.

### 4.2.5 Compaction Requirements

Recommended compaction and moisture content criteria for engineered fill materials are as follows:

Material Type and Location	Per the Modified Proctor Test (ASTM D 1557)		
	Minimum Compaction Requirement (%)	Range of Moisture Contents for Compaction	
		Minimum	Maximum
On-site soils or approved imported fill soils:			
Beneath foundations	95	-3%	+3%
Beneath slabs/pavements	95	-3%	+3%
Aggregate base	95	-3%	+3%
Miscellaneous backfill	90	-3%	+3%

### 4.2.6 Grading and Drainage

All grades must provide effective drainage away from the building addition during and after construction. Water permitted to pond next to the addition and structures can result in greater soil movements than those discussed in this report. These greater movements can result in unacceptable differential floor slab movements, cracked slabs and walls, and roof leaks. Estimated movements described in this report are based on effective drainage for the life of the addition and cannot be relied upon if effective drainage is not maintained.

Exposed ground should be sloped at a minimum three (3) percent away from the building addition for at least five (5) feet beyond the perimeter of the building. After building addition construction and landscaping, we recommend verifying final grades to document that effective drainage has

been achieved. Grades around the structure should also be periodically inspected and adjusted as necessary, as part of the structure’s maintenance program.

Flatwork will be subject to post construction movement. Maximum grades practical should be used for flatwork to prevent water from ponding. Allowances in final grades should also consider post-construction movement of flatwork, particularly if such movement would be critical. Where flatwork abuts the structure, effectively seal and maintain joints to prevent surface water infiltration.

#### **4.2.7 Corrosion Potential**

Laboratory test results indicate that on-site soils have a soluble sulfate concentration of 85 mg/kg. Results of soluble sulfate testing indicate that ASTM Type I or I/II Portland cement is suitable for all concrete on and below grade. Foundation concrete should be designed for low sulfate exposure in accordance with the provisions of the ACI Design Manual, Section 318, Chapter 4.

Refer to Summary of Laboratory Results contained in Appendix B for the complete results of the various corrosivity testing conducted on the site soils in conjunction with this geotechnical exploration.

### **4.3 Foundation Recommendations**

The building addition can be supported by a shallow spread and continuous footing or monolithic slab with turned down edges foundation system bearing on a zone of engineered fill/recompacted native soils. Design recommendations for foundations for the proposed addition and related structural elements are presented in the following paragraphs.

#### **4.3.1 Spread Footing Design Recommendations**

<b>DESCRIPTION</b>	<b>VALUE</b>
<b>Foundation Type</b>	Shallow Spread and Continuous Footings Monolithic Slab with Turned Down Edges
<b>Structure</b>	One (1)-story, At-Grade Building Addition
<b>Bearing Material</b>	<u>Columns</u> : Minimum four (4) feet thickness of engineered fill below footings <u>Walls</u> : Minimum three (3) feet thickness of engineered fill below footings
<b>Allowable Bearing Pressure</b>	1,500 psf
<b>Minimum Dimensions</b>	Columns: 24 inches Walls: 16 inches
<b>Minimum Embedment Depth Below Finished Grade</b>	Exterior: 24 inches* Interior: 12 inches

DESCRIPTION	VALUE
<b>Total Estimated Movement</b>	1 inch or less
<b>Estimated Differential Settlement</b>	½ inch in 40 feet under walls ¾ inch between columns

\*Or constructed at the same elevation as the existing foundations and current frost depth used by the Village.

Any engineered fill material required to raise the site to construction grade can be used in the recommended engineered fill/recompacted native soil zone.

Finished grade is defined as the lowest adjacent grade within five (5) feet of the foundation for perimeter (or exterior) footings and finished floor level for interior footings. The allowable foundation bearing pressure applies to dead loads plus design live load conditions. The design bearing pressure may be increased by one-third when considering total loads that include wind or seismic conditions. The weight of the foundation concrete below grade may be neglected in dead load computations.

Footings should be proportioned to reduce differential foundation movement. Proportioning on the basis of equal total settlement is recommended; however, proportioning to relative constant dead-load pressure will also reduce differential settlement between adjacent footings. Additional foundation movements could occur if water from any source infiltrates the foundation soils; therefore, proper drainage should be provided in the final design and during construction.

Footings, foundations, and masonry walls should be reinforced as necessary to reduce the potential for distress caused by differential foundation movement. The use of joints at openings or other discontinuities in masonry walls is recommended.

Foundation excavations and engineered fill placement should be observed by the geotechnical engineer. If the soil conditions encountered differ significantly from those presented in this report, supplemental recommendations will be required.

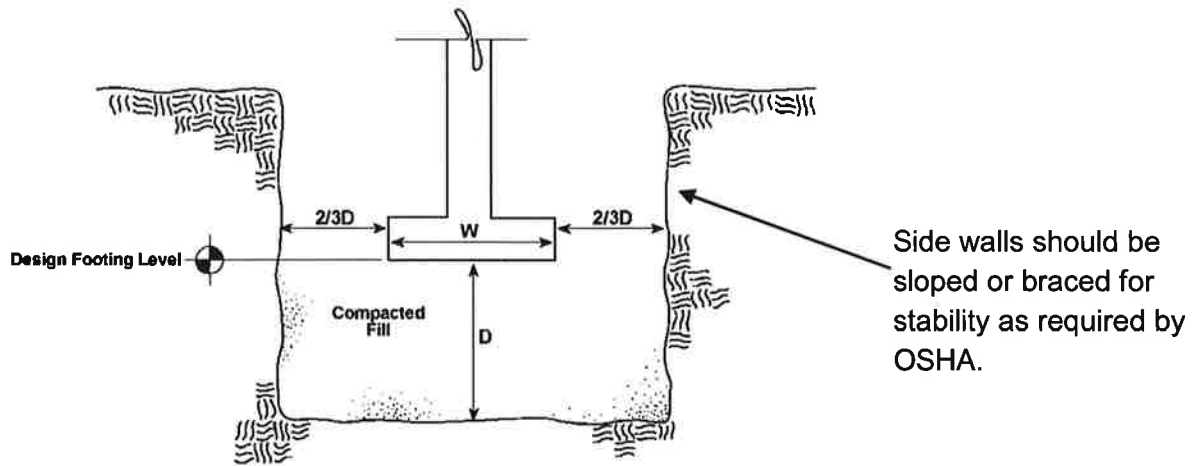
**4.3.2 Spread Footing Construction Considerations**

Engineered fill should extend below proposed building addition footings to a minimum depth of four (4) feet for column footings and three (3) feet for wall footings. The engineered fill should extend laterally a minimum distance of three (3) feet beyond the edges of column footings a minimum distance of two (2) feet beyond the edges of wall footings. The lateral depth of overexcavation can be waived adjacent to the existing foundation.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The footings could also bear on properly compacted backfill extending down to the suitable soils. Overexcavation for compacted



backfill placement below footings should extend laterally beyond all edges of the footings at least eight (8) inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation with well-graded granular material placed in lifts of 10 inches or less in loose thickness and compacted to at least 95 percent of the material's maximum modified Proctor dry density (ASTM D-1557). The overexcavation and backfill procedure is described in the adjacent figure.



We assume that the type of foundation system supporting the existing building consists of shallow foundations. Provisions should be made during construction to prevent undermining or disturbing the soils supporting the existing building foundations. If new foundations are constructed adjacent to the shallow existing foundations, there is a risk that the bearing material could become undermined and/or overstressed due to overlapping stresses. Maintaining a sufficient clear distance between new and existing shallow foundations will reduce the potential for increased bearing stresses and additional foundation settlement. The new footings should be constructed at the same elevation of the existing shallow foundations. Connections between the existing building and the new addition should allow for some differential movement.

**4.4 Seismic Considerations**

DESCRIPTION	VALUE
2012/15 International Building Code Site Classification (IBC) <sup>1</sup>	D <sup>2</sup>
Site Latitude	N 35.25321°
Site Longitude	W 107.98034°
S <sub>M<sub>s</sub></sub> Spectral Acceleration for a Short Period	0.452g
S <sub>M<sub>1</sub></sub> Spectral Acceleration for a 1-Second Period	0.201g
S <sub>D<sub>s</sub></sub> Spectral Acceleration for a Short Period	0.301g
S <sub>D<sub>1</sub></sub> Spectral Acceleration for a 1-Second Period	0.134g
F <sub>a</sub> Site Coefficient for a Short Period	1.570

F <sub>v</sub> Site Coefficient for a 1-Second Period	2.400
---	-------

<sup>1</sup> Note: In general accordance with the *2012/15 International Building Code*, Table 1613.5.2. IBC Site Class is based on the average characteristics of the upper 100 feet of the subsurface profile.

<sup>2</sup> Note: The 2012/15 International Building Code (IBC) requires a site soil profile determination extending to a depth of 100 feet for seismic site classification. The current scope does not include the required 100 foot soil profile determination. Borings extended to a maximum depth of 26-½ feet, and this seismic site class definition considers that loose to medium dense or denser soil continues below the maximum depth of the subsurface exploration. Additional exploration to deeper depths would be required to confirm the conditions below the current depth of exploration.

## 4.5 Floor Slab

### 4.5.1 Design Recommendations

DESCRIPTION	VALUE
Interior floor system	Slab-on-grade concrete.
Floor slab support	Up to a minimum of three (3) feet of approved on-site or imported soils placed and compacted in accordance with Earthwork section of this report.
Subbase	Compacted subgrade
Modulus of subgrade reaction	150 pounds per square inch per inch (psi/in) (The modulus was obtained based on our experience with similar subgrade conditions, and estimates obtained from ACI design charts.)

Any engineered fill material required to raise the site to construction grade can be used in the recommended engineered fill/recompacted native soil zone.

Construction of floor slabs directly on engineered fill composed of on-site soils is considered acceptable for the project. Some movement of a slab-on-grade floor system is possible should the subgrade soils become elevated in moisture content due to the swell and compression potential of the near surface soils. Additional slab movements could occur if water infiltrates the soils; therefore, proper drainage must be provided in the final design. To reduce potential slab movements, the subgrade soils should be prepared as outlined in the earthwork section of this report.

In areas of exposed concrete, control joints should be saw cut into the slab after concrete placement in accordance with ACI Design Manual, Section 302.1R-37 8.3.12 (tooled control joints are not recommended). Additionally, dowels should be placed at the location of proposed construction joints. To control the width of cracking (should it occur) continuous slab reinforcement should be considered in exposed concrete slabs.

Positive separations and/or isolation joints should be provided between slabs, columns or utility lines to allow independent movement. Interior trench backfill placed beneath slabs should be compacted in accordance with recommendations outlined in the Earthwork section of this report.

Other design and construction considerations, as outlined in the ACI Design Manual, Section 302.1R are recommended.

The use of a vapor retarder or barrier should be considered beneath concrete slabs-on-grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer and slab contractor should refer to ACI 302 and ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder/barrier.

#### **4.5.2 Construction Considerations**

The floor slab should bear on up to a minimum of three (3) feet of engineered fill. The actual depth of engineered fill should be verified during construction. Some differential movement of a slab-on-grade floor system is possible should the subgrade soils become elevated in moisture content. Such movements are anticipated to be within general tolerance for normal slab-on-grade construction. To reduce potential slab movements, the subgrade soils should be prepared as outlined in the Earthwork section of this report.

### **4.6 Lateral Earth Pressures**

#### **4.6.1 Design Recommendations**

For soils above any free water surface, recommended equivalent fluid pressures for unrestrained foundation elements when using on-site soils as backfill are:

<b>ITEM</b>	<b>SOIL TYPE</b>	<b>VALUE</b>
<b>Active Case</b>	On-site soils	45 psf/ft
<b>Passive Case</b>	On-site soils	325 psf/ft
<b>At-Rest Case</b>	On-site soils	65 psf/ft
<b>Coefficient of Base Friction</b>	On-site soils	0.35 <sup>1</sup>

<sup>1</sup>Note: The coefficient of base friction should be reduced to 0.30 when used in conjunction with passive pressure.

The lateral earth pressures herein do not include any factor of safety and are not applicable for submerged soils/hydrostatic loading. Additional recommendations may be necessary if such conditions are to be included in the design.

Fill against foundations (if applicable) should be compacted to densities specified in the Earthwork section of this report. Compaction of each lift adjacent to walls should be accomplished with hand-operated tampers or other lightweight compactors.

## **5.0 GENERAL COMMENTS**

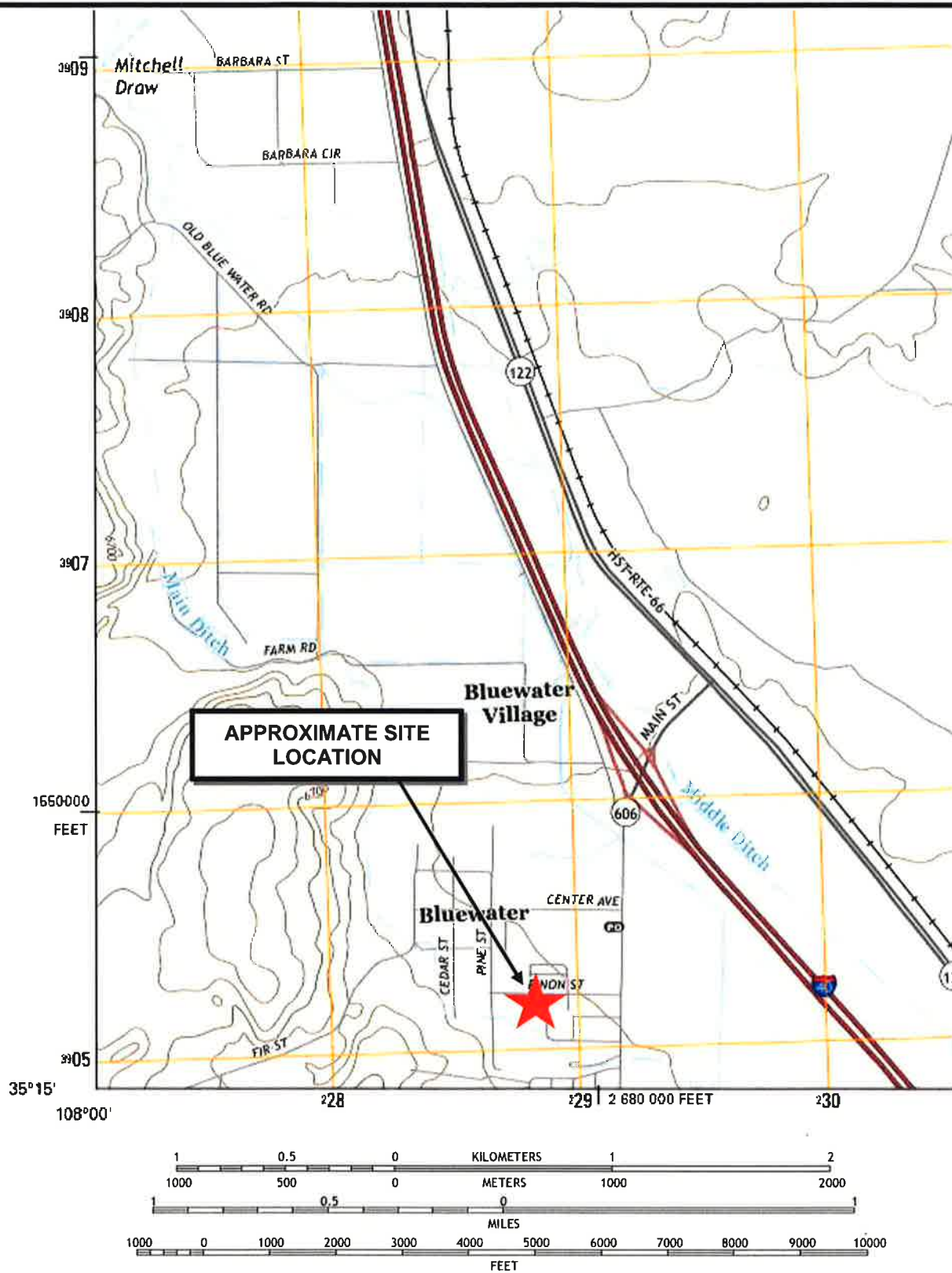
Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

**APPENDIX A**  
**FIELD EXPLORATION**



Source: USGS 7.5-Minute Topographic Maps Editions "Bluewater", New Mexico, United States, dated 2017.

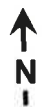
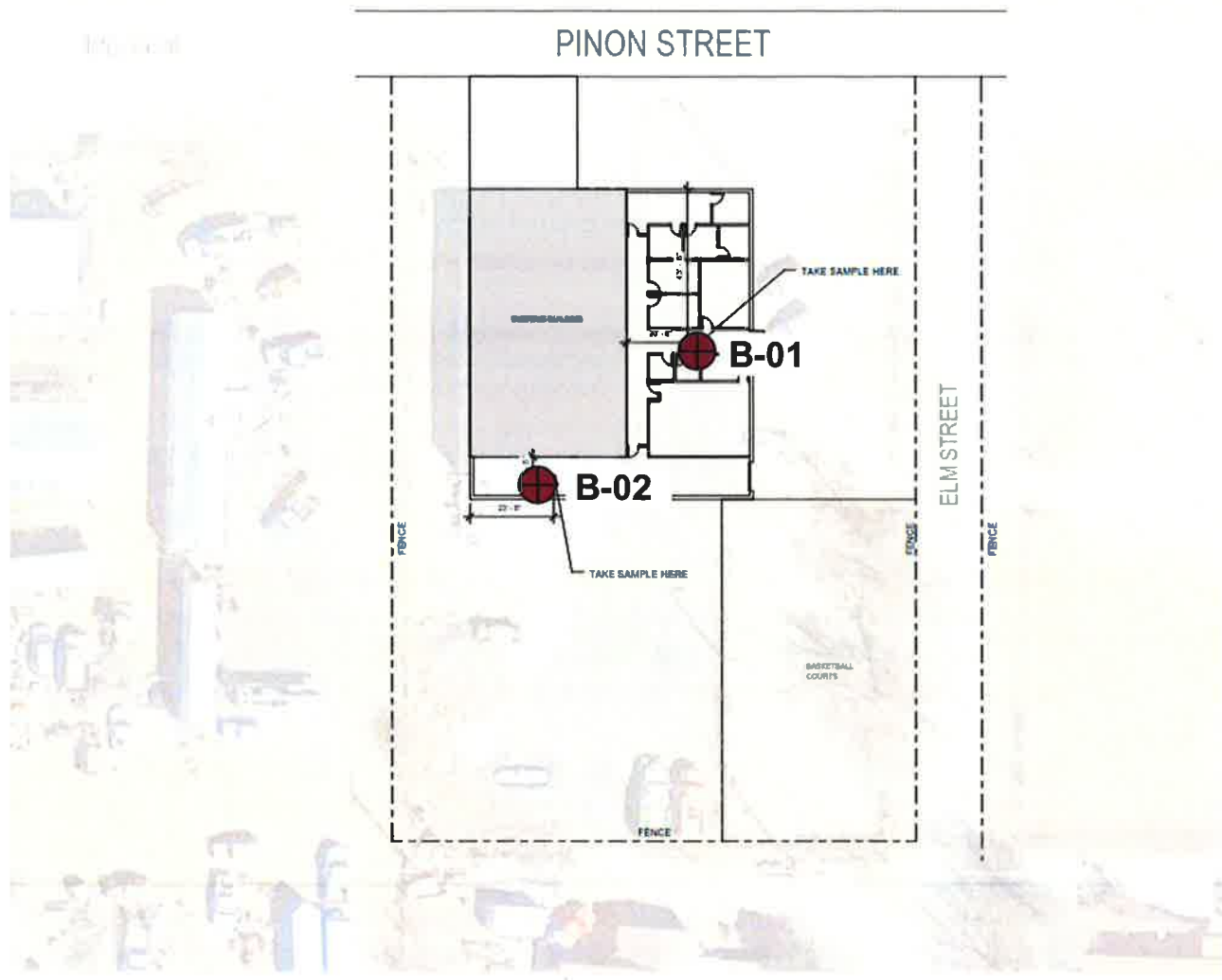
Project Mngr:	MEFA
Drawn By:	
Checked By:	MEFA
Approved By:	MEFA

Project No.	66175088
Scale	As Shown
File No.	
Date:	6/2017

**Terracon**  
 Consulting Engineers & Scientists  
 4905 Hawkins, NE  
 Albuquerque, New Mexico 87109  
 505.797.4287 Fax: 505.797.4288

**SITE LOCATION MAP**  
 Bluewater Village Fire Station Addition/Expansion  
 20 Pinon Street  
 Bluewater, New Mexico

FIG No.  
**A1**



 **B-01** Boring Location

Prepared By: MEA	Project No. 66175088
Drawn By:	Scale: NTS
Checked By: MEA	File No.:
Approved By: MEA	Date: 6/2017

**Terracon**  
 Consulting Engineers and Scientists  
 4905 Hawkins St. NE  
 Albuquerque, New Mexico 87109  
 Phone: 505.797.4267 Fax 505.797.4288

**BORING LOCATION PLAN**  
 Bluewater Village Fire Station Addition/Expansion  
 20 Pinon Street  
 Bluewater, New Mexico

**Geotechnical Engineering Report**

Bluewater Village Fire Station Addition/Expansion ■ Bluewater, New Mexico  
June 15, 2017 ■ Terracon Project No. 66175088

**Field Exploration Description**

Two (2) test borings were drilled at the site on May 23, 2017. The borings were drilled to a depth of approximately 21-½ feet below the ground surface at the approximate locations shown on the attached Site Location Map and Boring Location Plan. The test borings were located as follows:

<b>Borings</b>	<b>Location</b>	<b>Depths (feet)</b>
B-01 and B-02	Building Addition/Expansion	21-½

The test borings were advanced with a truck-mounted CME-75 drill rig utilizing 8-inch diameter hollow-stem augers.

The borings were located in the field by using the proposed site plan and an aerial photograph of the site, and measuring from existing building features and topographic survey. Latitude and longitude were determined at each boring location using a hand-held GPS unit. The accuracy of boring locations should only be assumed to the level implied by the method used.

Lithologic logs of the borings were recorded by the field engineer during the drilling operations. At selected intervals, samples of the subsurface materials were taken by driving split-spoon or ring-barrel samplers.

Penetration resistance measurements were obtained by driving the split-spoon and ring-barrel samplers into the subsurface materials with a 140-pound automatic hammer falling 30 inches. The penetration resistance value is a useful index in estimating the consistency or relative density of materials encountered. A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

Groundwater conditions were evaluated in the borings at the time of site exploration. Due to safety considerations, the borings were backfilled upon completion of the boring operations.



# BORING LOG NO. B-01

**PROJECT:** Fire Station Expansion Bluewater

**CLIENT:** Hultt-Zollars, Inc.

**SITE:** SWC of Pinon St & Elm St  
Bluewater, NM

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 35.25319° Longitude: -107.98026°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS		
								LL-PL-PI	PERCENT FINES	
	<p><b>SILTY SAND (SM)</b>, brown to red, very loose</p>	4.0		X	4	15	92			
		<p><b>SILT WITH SAND (ML)</b>, trace gravel, brown to red, very soft to soft</p>	5		X	1-0-1 N=1	18		NP	75
			10		X	1-0-2 N=2	16		NP	74
			15		X	1-1-1 N=2	14			
		20		X	1-1-2 N=3	18				
	<b>Boring Terminated at 21.5 Feet</b>									

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow Stem Auger

Abandonment Method:  
Borings backfilled with soil cuttings upon completion.

See Exhibit A-3 for description of field procedures.  
See Appendix B for description of laboratory procedures and additional data (if any).  
See Appendix C for explanation of symbols and abbreviations.

Notes:

<b>WATER LEVEL OBSERVATIONS</b>
<i>No free water observed</i>



Boring Started: 5/23/2017	Boring Completed: 5/23/2017
Drill Rig: CME-75	Driller: EDI
Project No.: 66175088	Exhibit: A-4

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 66175088.GPJ TERRACON2015.GDT 6/14/17

# BORING LOG NO. B-02

**PROJECT:** Fire Station Expansion Bluewater

**CLIENT:** Huitt-Zollars, Inc.

**SITE:** SWC of Pinon St & Elm St  
Bluewater, NM

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 35.25304° Longitude: -107.98032°	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								LL-PL-PI	PERCENT FINES
	<b>LEAN CLAY WITH SAND (CL)</b> , brown to red, very soft								
		4.0		X	1-0-1 N=1	15		29-18-11	82
	<b>CLAYEY SAND (SC)</b> , brown to red, very loose								
		5		X	2	14	84		
		8.0							
	<b>SILT WITH SAND (ML)</b> , brown to red, soft to medium stiff								
		10		X	2-2-2 N=4	6			
		15		X	2-2-3 N=5	6			
		20		X	3-3-4 N=7	7			
	<b>Boring Terminated at 21.5 Feet</b>	21.5							

Stratification lines are approximate. In-situ, the transition may be gradual.













Hammer Type: Automatic

<p>Advancement Method: Hollow Stem Auger</p>	<p>See Exhibit A-3 for description of field procedures. See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.</p>	<p>Notes:</p>
<p>Abandonment Method: Borings backfilled with soil cuttings upon completion.</p>		
<p><b>WATER LEVEL OBSERVATIONS</b></p> <p><i>No free water observed</i></p>	<p>4905 Hawkins St NE Albuquerque, NM</p>	<p>Boring Started: 5/23/2017</p> <p>Drill Rig: CME-75</p> <p>Project No.: 66175088</p>
		<p>Boring Completed: 5/23/2017</p> <p>Driller: EDI</p> <p>Exhibit: A-5</p>

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_66175088.GPJ TERRACON2015.GDT 6/14/17

# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

<b>SAMPLING</b>				<b>WATER LEVEL</b>		Water Initially Encountered	<b>FIELD TESTS</b>	(HP) Hand Penetrometer
						Water Level After a Specified Period of Time		(T) Torvane
						Water Level After a Specified Period of Time		(b/f) Standard Penetration Test (blows per foot)
	Grab Sample	No Recovery	Modified Dames & Moore Ring Sampler		Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			N N value

## DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

## LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

<b>STRENGTH TERMS</b>	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance Includes gravels, sands and silts.			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	0 - 6	Very Soft	less than 500	0 - 1	< 3
Loose	4 - 9	7 - 18	Soft	500 to 1,000	2 - 4	3 - 4
Medium Dense	10 - 29	19 - 58	Medium-Stiff	1,000 to 2,000	4 - 8	5 - 9
Dense	30 - 50	59 - 98	Stiff	2,000 to 4,000	8 - 15	10 - 18
Very Dense	> 50	≥ 99	Very Stiff	4,000 to 8,000	15 - 30	19 - 42
			Hard	> 8,000	> 30	> 42

## RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

## GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

## RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

## PLASTICITY DESCRIPTION

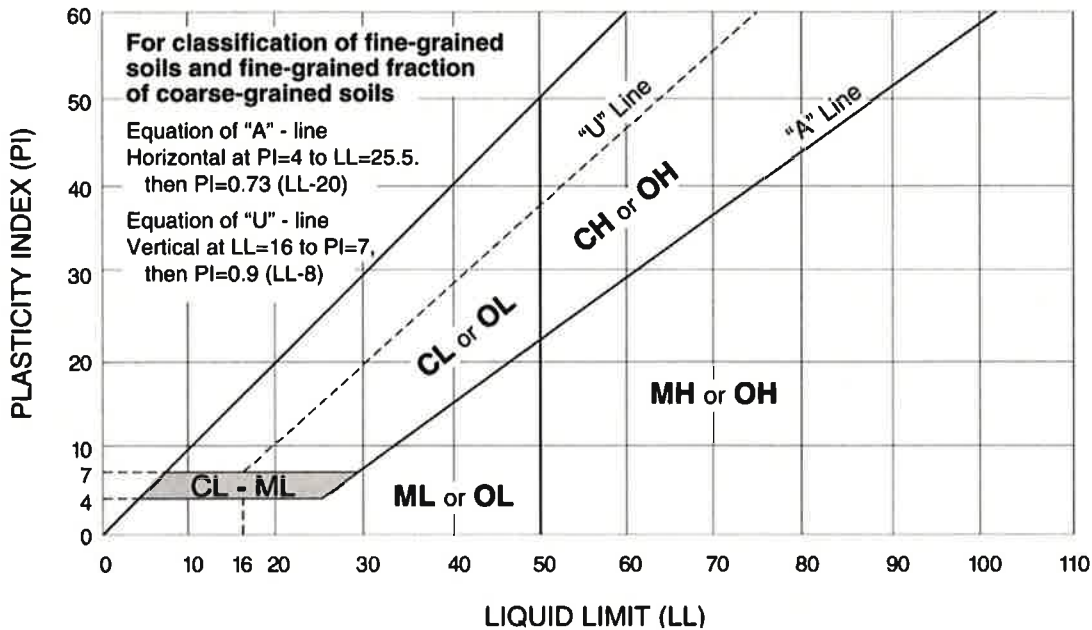
Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
<b>Coarse Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$ $Cu < 4$ and/or $1 > Cc > 3^E$	GW	Well-graded gravel <sup>F</sup>	
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	Fines classify as ML or MH Fines classify as CL or CH	GP	Poorly graded gravel <sup>F</sup>	
		<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$ $Cu < 6$ and/or $1 > Cc > 3^E$	GM	Silty gravel <sup>F,G,H</sup>	
		<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>	Fines classify as CL or CH	GC	Clayey gravel <sup>F,G,H</sup>	
	<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$ $Cu < 6$ and/or $1 > Cc > 3^E$	SW	Well-graded sand <sup>I</sup>	
		<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>	Fines classify as ML or MH Fines classify as CL or CH	SP	Poorly graded sand <sup>I</sup>	
		<b>Inorganic:</b> PI > 7 and plots on or above "A" line <sup>J</sup> PI < 4 or plots below "A" line <sup>J</sup>	Liquid limit - oven dried Liquid limit - not dried	CL	Lean clay <sup>K,L,M</sup>	
		<b>Organic:</b> PI plots on or above "A" line PI plots below "A" line	< 0.75	ML	Silt <sup>K,L,M</sup>	
<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b> PI plots on or above "A" line PI plots below "A" line	Liquid limit - oven dried Liquid limit - not dried	OL	Organic clay <sup>K,L,M,N</sup> Organic silt <sup>K,L,M,O</sup>	
		<b>Organic:</b> PI plots on or above "A" line PI plots below "A" line	< 0.75	CH	Fat clay <sup>K,L,M</sup>	
		<b>Inorganic:</b> PI plots on or above "A" line PI plots below "A" line	Liquid limit - oven dried Liquid limit - not dried	MH	Elastic Silt <sup>K,L,M</sup>	
		<b>Organic:</b> PI plots on or above "A" line PI plots below "A" line	< 0.75	OH	Organic clay <sup>K,L,M,P</sup> Organic silt <sup>K,L,M,Q</sup>	
	<b>Silts and Clays:</b> Liquid limit 50 or more	<b>Inorganic:</b> PI plots on or above "A" line PI plots below "A" line	Liquid limit - oven dried Liquid limit - not dried	PT	Peat	
	Primarily organic matter, dark in color, and organic odor					

- <sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve
- <sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- <sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- <sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay
- <sup>E</sup>  $Cu = D_{60}/D_{10}$      $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
- <sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.
- <sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- <sup>H</sup> If fines are organic, add "with organic fines" to group name.
- <sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.
- <sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- <sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- <sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.
- <sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.
- <sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.
- <sup>O</sup>  $PI < 4$  or plots below "A" line.
- <sup>P</sup> PI plots on or above "A" line.
- <sup>Q</sup> PI plots below "A" line.



**APPENDIX B**  
**LABORATORY TESTING**

## **Geotechnical Engineering Report**

Bluewater Village Fire Station Addition/Expansion ■ Bluewater, New Mexico  
June 15, 2017 ■ Terracon Project No. 66175088



### **Laboratory Testing**

Samples retrieved during the field exploration were taken to the laboratory for further observation by the project geotechnical engineer and were classified in accordance with the Unified Soil Classification System (USCS) described in Appendix A. At that time, the field descriptions were confirmed or modified as necessary and an applicable laboratory testing program was formulated to determine engineering properties of the subsurface materials.

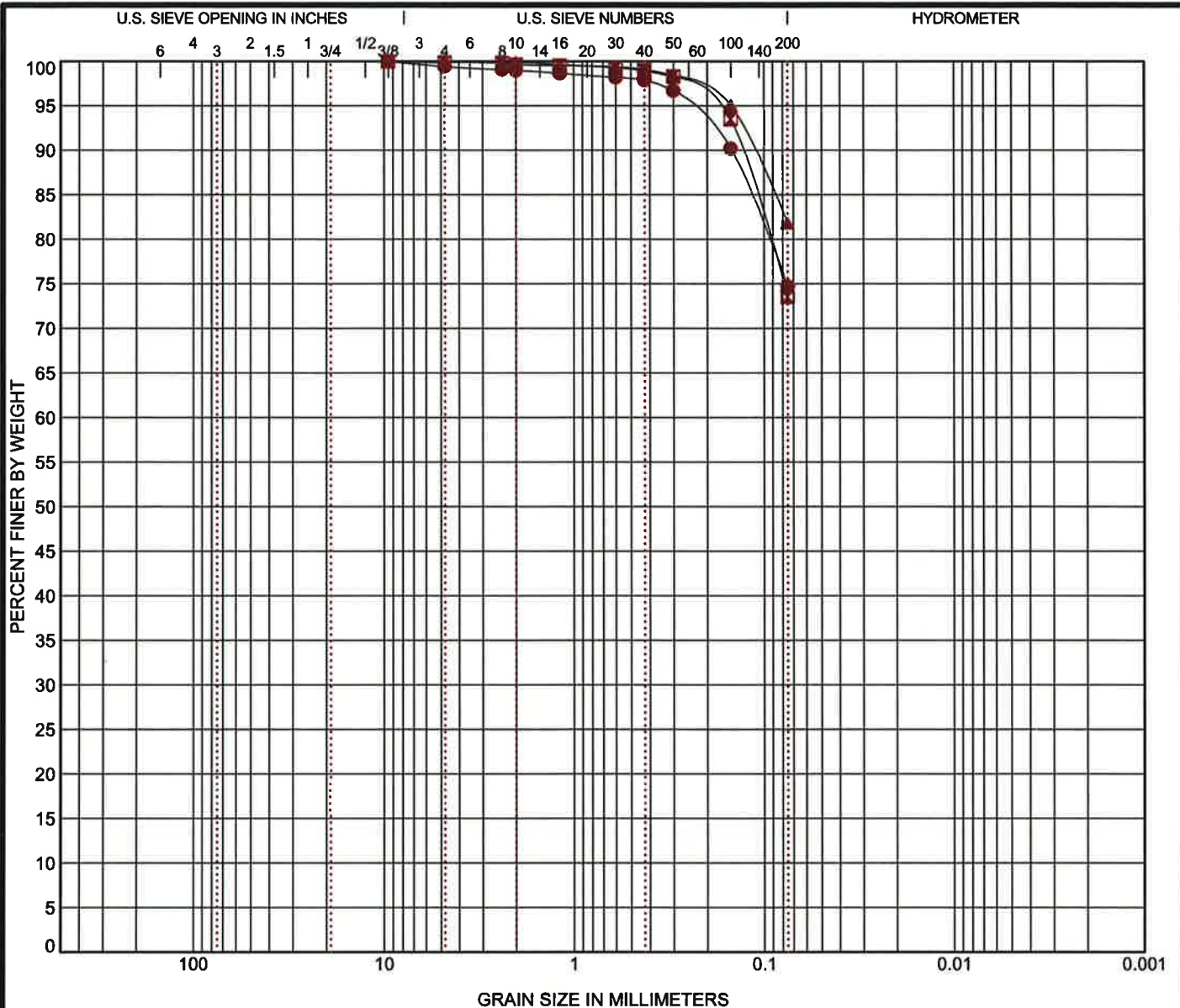
Laboratory tests were conducted on selected soil samples and the test results are presented in this appendix. The laboratory test results were used for the geotechnical engineering analyses, and the development of foundation and earthwork recommendations. Laboratory tests were performed in general accordance with the applicable ASTM, local or other accepted standards.

Selected soil samples obtained from the site were tested for the following engineering properties:

- Compression
- Sieve Analysis
- Atterberg Limits
- In-situ Water Content
- In-situ Dry Density
- Soluble Sulfates

# GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	WC (%)	LL	PL	PI	Cc	Cu
● B-01	5 - 6.5	SILT with SAND (ML)	18	NP	NP	NP		
☒ B-01	10 - 11.5	SILT with SAND (ML)	16	NP	NP	NP		
▲ B-02	2.5 - 4	LEAN CLAY with SAND (CL)	15	29	18	11		

Boring ID	Depth	D <sub>100</sub>	D <sub>60</sub>	D <sub>30</sub>	D <sub>10</sub>	%Gravel	%Sand	%Silt	%Fines	%Clay
● B-01	5 - 6.5	9.5				0.6	24.7		74.7	
☒ B-01	10 - 11.5	9.5				0.1	26.3		73.5	
▲ B-02	2.5 - 4	4.75				0.0	18.2		81.8	

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS-2 66175088.GPJ TERRACON2015.GDT 6/14/17

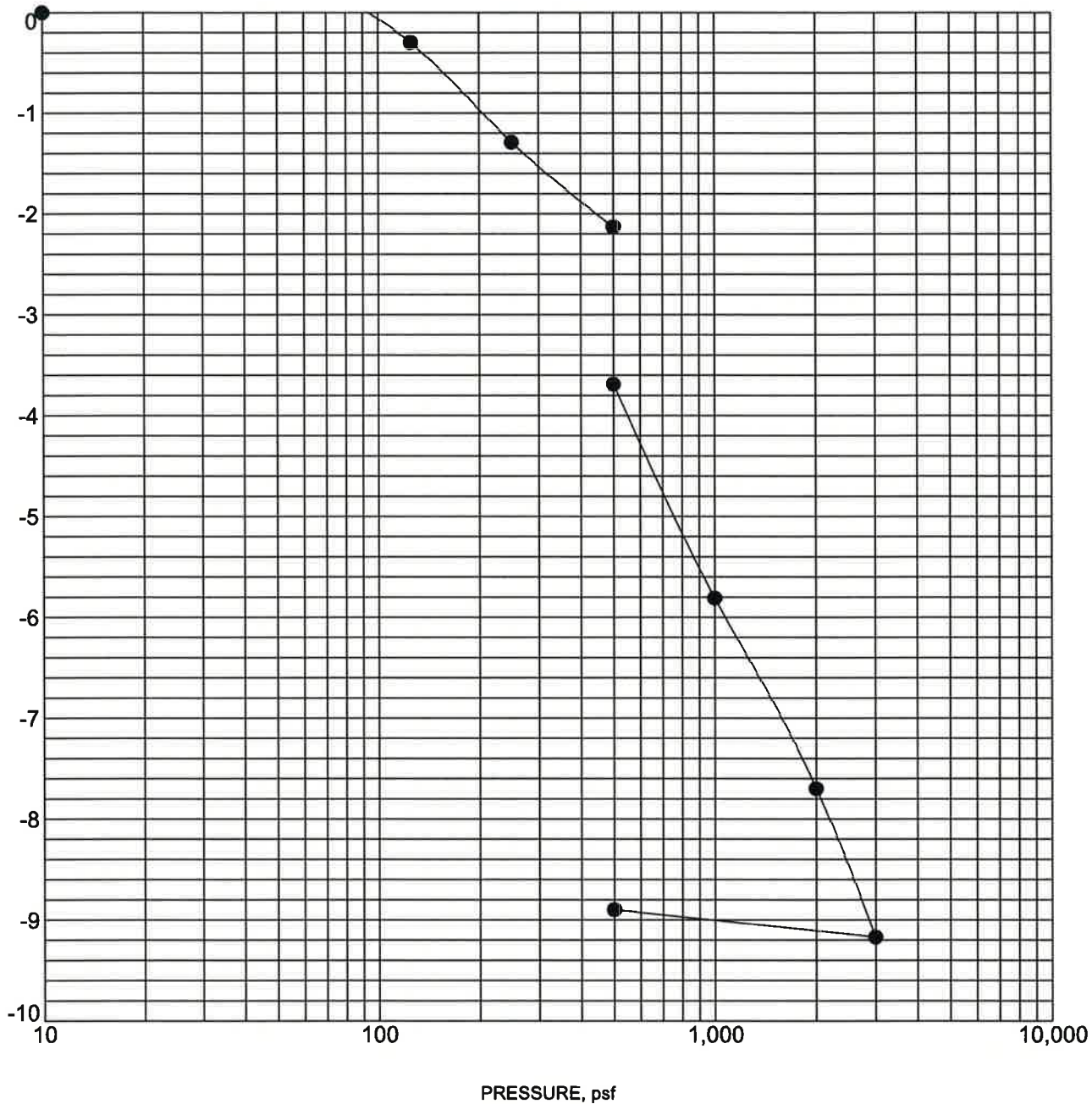
PROJECT: Fire Station Expansion Bluewater	<p style="margin: 0;">4905 Hawkins St NE Albuquerque, NM</p>	PROJECT NUMBER: 66175088
SITE: SWC of Pinon St & Elm St Bluewater, NM		CLIENT: Huitt-Zollars, Inc.
		EXHIBIT: B-2

# SWELL CONSOLIDATION TEST

ASTM D2435

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. TC\_CONSOL\_STRAIN-USCS 66175088.GPJ TERRACON\_DATATEMPLATE.GDT 6/14/17

AXIAL STRAIN, %



Specimen Identification	Classification	$\gamma_d$ , pcf	WC, %
● B-01 2.5 - 3.5 ft	SILTY SAND(SM)	92	15

NOTES:


PROJECT: Fire Station Expansion Bluewater	<p style="margin: 0;">4905 Hawkins St NE Albuquerque, NM</p>	PROJECT NUMBER: 66175088
SITE: SWC of Pinon St & Elm St Bluewater, NM		CLIENT: Huit-Zollars, Inc.
		EXHIBIT: B-3



# Summary of Laboratory Results

BORING ID	Depth	USCS Classification and Soil Description	Compressive Strength (psf)	Liquid Limit	Plastic Limit	Plasticity Index	% <#200 Sieve	% Gravel	% Sand	% Silt	% Clay	Water Content (%)	Dry Density (pcf)
B-01	2.5 - 3.5	SILTY SAND(SM)										15.0	91.6
B-01	5 - 6.5	SILT with SAND(ML)		NP	NP	NP	74.7	0.6	24.7			18.5	
B-01	10 - 11.5	SILT with SAND(ML)		NP	NP	NP	73.5	0.1	26.3			16.0	
B-01	15 - 16.5											14.0	
B-01	20 - 21.5											18.1	
B-02	2.5 - 4	LEAN CLAY with SAND(CL)		29	18	11	81.8	0.0	18.2			14.5	
B-02	5 - 6											13.9	83.9
B-02	10 - 11.5											5.8	
B-02	15 - 16.5											6.2	
B-02	20 - 21.5											7.3	

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. OLD-LAB SUMMARY: USCS-NO ASSIGNMENT 66175088.GPJ TERRACON2012.GDT 6/14/17

PROJECT: Fire Station Expansion Bluewater	 4905 Hawkins St NE Albuquerque, NM	PROJECT NUMBER: 66175088
SITE: SWC of Pinon St & Elm St Bluewater, NM		CLIENT: Huitt-Zollars, Inc.
		EXHIBIT: B-4



Hall Environmental Analysis Laboratory  
4901 Hawkins NE  
Albuquerque, NM 87109  
TEL: 505-345-3975 FAX: 505-345-4107  
Website: [www.hallenvironmental.com](http://www.hallenvironmental.com)

June 02, 2017

Mike Anderson

Terracon

4905 Hawkins, NE

Albuquerque, NM 87109

TEL: (505) 797-4287

FAX (505) 797-4288

RE: Firestation Exp Bluewater

OrderNo.: 1705D70

Dear Mike Anderson:

Hall Environmental Analysis Laboratory received 1 sample(s) on 5/25/2017 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to [www.hallenvironmental.com](http://www.hallenvironmental.com) or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0190

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Freeman', is written over a light blue horizontal line.

Andy Freeman

Laboratory Manager

4901 Hawkins NE

Albuquerque, NM 87109

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Terracon

Client Sample ID: B-01 @ 5

Project: Firestation Exp Bluewater

Collection Date: 5/23/2017

Lab ID: 1705D70-001

Matrix: SOIL

Received Date: 5/25/2017 1:15:00 PM

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed	Batch
<b>EPA METHOD 300.0: ANIONS</b>							Analyst: MRA
Sulfate	85	1.5		mg/Kg	1	5/31/2017 12:13:05 PM	32038

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

<b>Qualifiers:</b>	* Value exceeds Maximum Contaminant Level.	B Analyte detected in the associated Method Blank
	D Sample Diluted Due to Matrix	E Value above quantitation range
	H Holding times for preparation or analysis exceeded	J Analyte detected below quantitation limits
	ND Not Detected at the Reporting Limit	P Sample pH Not In Range
	R RPD outside accepted recovery limits	RL Reporting Detection Limit
	S % Recovery outside of range due to dilution or matrix	W Sample container temperature is out of limit as specified

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1705D70

02-Jun-17

**Client:** Terracon  
**Project:** Firestation Exp Bluewater

Sample ID <b>MB-32038</b>	SampType: <b>mblk</b>		TestCode: <b>EPA Method 300.0: Anions</b>							
Client ID: <b>PBS</b>	Batch ID: <b>32038</b>		RunNo: <b>43159</b>							
Prep Date: <b>5/31/2017</b>	Analysis Date: <b>5/31/2017</b>		SeqNo: <b>1359147</b>		Units: <b>mg/Kg</b>					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Sulfate	ND	1.5								

Sample ID <b>LCS-32038</b>	SampType: <b>lcs</b>		TestCode: <b>EPA Method 300.0: Anions</b>							
Client ID: <b>LCSS</b>	Batch ID: <b>32038</b>		RunNo: <b>43159</b>							
Prep Date: <b>5/31/2017</b>	Analysis Date: <b>5/31/2017</b>		SeqNo: <b>1359148</b>		Units: <b>mg/Kg</b>					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Sulfate	28	1.5	30.00	0	94.7	90	110			

**Qualifiers:**

- \* Value exceeds Maximum Contaminant Level.
- D Sample Diluted Due to Matrix
- H Holding times for preparation or analysis exceeded
- ND Not Detected at the Reporting Limit
- R RPD outside accepted recovery limits
- S % Recovery outside of range due to dilution or matrix
- B Analyte detected in the associated Method Blank
- E Value above quantitation range
- J Analyte detected below quantitation limits
- P Sample pH Not In Range
- RL Reporting Detection Limit
- W Sample container temperature is out of limit as specified



Hall Environmental Analysis Laboratory  
 4901 Hawkins NE  
 Albuquerque, NM 87109  
 TEL: 505-345-3975 FAX: 505-345-4107  
 Website: www.hallenvironmental.com

# Sample Log-In Check List

Client Name: TER-Alb

Work Order Number: 1705D70

RcptNo: 1

Received By: Andy Jansson

5/25/2017 1:15:00 PM

Completed By: Richie Erlacho

5/28/2017 9:57:44 AM

Reviewed By: ENM

05/26/17

*Handwritten initials/signature*

### Chain of Custody

- 1. Custody seals intact on sample bottles? Yes  No  Not Present
- 2. Is Chain of Custody complete? Yes  No  Not Present
- 3. How was the sample delivered? Client

### Log In

- 4. Was an attempt made to cool the samples? Yes  No  NA
- 5. Were all samples received at a temperature of >0° C to 6.0°C Yes  No  NA
- 6. Sample(s) in proper container(s)? Yes  No
- 7. Sufficient sample volume for indicated test(s)? Yes  No
- 8. Are samples (except VOA and ONG) properly preserved? Yes  No
- 9. Was preservative added to bottles? Yes  No  NA
- 10. VOA vials have zero headspace? Yes  No  No VOA Vials
- 11. Were any sample containers received broken? Yes  No
- 12. Does paperwork match bottle labels?  
(Note discrepancies on chain of custody) Yes  No
- 13. Are matrices correctly identified on Chain of Custody? Yes  No
- 14. Is it clear what analyses were requested? Yes  No
- 15. Were all holding times able to be met?  
(If no, notify customer for authorization.) Yes  No

# of preserved bottles checked for pH: \_\_\_\_\_  
 (<2 or >12 unless noted)

Adjusted? \_\_\_\_\_

Checked by: \_\_\_\_\_

### Special Handling (if applicable)

- 16. Was client notified of all discrepancies with this order? Yes  No  NA

Person Notified:		Date:	
By Whom:		Via:	<input type="checkbox"/> eMail <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> In Person
Regarding:			
Client Instructions:			

17. Additional remarks:

### 18. Cooler Information

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	22.4	Good				

# Chain-of-Custody Record

Client: TELEGAR

Turn-Around Time:

Standard  Rush

Project Name:

FRESTATION Exp. Buenavista

Mailing Address:

4905 Huicab NE

ALBUQUERQUE, NM 87109

Phone #: 505-797-4287

email or Fax#: 505-797-4288

QA/QC Package:

Standard  Level 4 (Full Validation)

Accreditation

NELAP  Other \_\_\_\_\_

EDD (Type) \_\_\_\_\_

Project Manager:

MIKE ANDERSON

Sampler:

On Ice:  Yes  No

Sample Temperature: 22.4°C

Date

5-23-11

Matrix

SAC Bole S

Sample Request ID

HEAL No.

1705070

Container Type and #

100

Preservative Type

BTEX + MTBE + TMBs (8021)

BTEX + MTBE + TPH (Gas only)

TPH 8015B (GRO / DRO / MRO)

TPH (Method 418.1)

EDB (Method 504.1)

PAH's (8310 or 8270 SIMS)

RCRA 8 Metals

Anions (F, Cl, NO<sub>3</sub>, NO<sub>2</sub>, PO<sub>4</sub>, SO<sub>4</sub>)

8081 Pesticides / 8082 PCBs

8260B (VOA)

8270 (Semi-VOA)

Air Bubbles (Y or N)

Analysis Request

Date: 5-25-11 Time: 1315

Requisitioned by: 

Received by: 

Date: 05/25/11 Time: 171315

Remarks:

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Requisitioned by: \_\_\_\_\_

Received by: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_



www.hallenvironmental.com

4901 Hawkins NE - Albuquerque, NM 87109

Tel. 505-345-3975 Fax 505-345-4107

# BID FORM

Lump Sum  
BID FORMS  
Section 00310

Project: The Bluewater Village Fire Department Expansion

17-11

Bidder:

This Bid is submitted to:

Office of Purchasing-Cibola County Manager's Office  
700 E. Roosevelt Ave. Suite 50  
Grants, NM 87020

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---

Attn: Purchasing Agent

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.

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.

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 **45** 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.

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.

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

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.

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

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.

No. \_\_\_\_\_ Dated \_\_\_\_\_

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.

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

G. The Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled

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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.

A. **LUMP SUM PRICE** - Base Bid (please use typewriter or print legibly) (use words):

\_\_\_\_\_ (\$ \_\_\_\_\_)

All specific cash allowances are included in the price(s) set forth above.

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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 210 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 and no cents (\$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 made a condition of this Bid:

- A. Bid Bond
- B. Bid Security with Agent's Affidavit
- C. Subcontractors Listing & NMDWS Registration form.

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.

8.0 If the Bidder is

A. An **INDIVIDUAL**:

By \_\_\_\_\_  
(Individual's Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

[Seal]

B. A **PARTNERSHIP**:

By \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

[Seal]

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**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 Preference N°.	Not Applicable for this Project	Workforce Solutions Dept. Registration N°.	_____

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

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# 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 Secretary of State, Insurance Division at 505-827-4508 that the Surety Company listed on the Bid Bond is licensed/authorized to do business in the state of New Mexico in accordance 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.

\_\_\_\_\_ Dated: \_\_\_\_\_  
(Name of Source Document)

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Owner's Representative)

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**AGENT'S AFFIDAVIT**

SUPPLEMENTS TO BID FORMS  
Section 00422

**This Form Must Be  
Used By Surety**

[To be filled in by Agent]

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, 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: The Bluewater Village Fire Department Expansion Project No. 17-11

**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 incur 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

<u>Trade (list by trade)</u>	<u>Firm Name and Address</u>	<u>NM Dept. of Workforce Solutions Registration No.</u>
<b>SITE WORK</b>		NMDWS Registration No. _____

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

<b>CONCRETE/FOUNDATION</b>		NMDWS Registration No. _____
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<hr/>	<hr/>	<hr/>

<b>PRE-ENGINEERED METAL</b>		NMDWS Registration No. _____
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<b>BUILDING</b>		<hr/>
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<hr/>	<hr/>	<hr/>

<b>FRAMING</b>		NMDWS Registration No. _____
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**CABINETY**

NMDWS Registration No. \_\_\_\_\_

**TILING**

NMDWS Registration No. \_\_\_\_\_

**DOOR/FRAMES**

NMDWS Registration No. \_\_\_\_\_

**CEILING**

NMDWS Registration No. \_\_\_\_\_

**PAINTING**

NMDWS Registration No. \_\_\_\_\_

**HVAC**

NMDWS Registration No. \_\_\_\_\_

**PLUMBING**

NMDWS Registration No. \_\_\_\_\_

**ELECTRICAL**

NMDWS Registration No. \_\_\_\_\_

[Use Additional Pages If Necessary]

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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.             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Compliance reports were required to be filed in connection with such contract or subcontract                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

*(Name And Title Of Signer Please type)*

Signature

Date

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**NON-COLLUSIVE AFFIDAVIT**

State of New Mexico \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is, \_\_\_\_\_ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has no colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

Project: The Bluewater Village Fire Department Expansion

Location: 21 PINON ST. BLUEWATER VILLAGE, NEW MEXICO 87005

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

(Signature should be notarized.)

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# AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE  
Section 00510

Contract No. \_\_\_\_\_



Distribution to:

- Owner
- Contractor
- Architect/Engineer
- Finance Dept.
- CDBG Project Manager

[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 Local Government Division, DFA shall render this document null and void]

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties as follows:

**THE OWNER:**

**THE CONTRACTOR:**

Telephone: 505-287-9431 x 2513  
Fax: 505-285-5434  
E-mail address: wself@co.cibola.nm.us

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Fax: 505-\_\_\_\_-\_\_\_\_\_  
E-mail address:

For the following Project: The Bluewater Village Fire Department Fire Expansion

Project Number: 17-11

**ARCHITECT/ENGINEER OF RECORD:**

**HUITT-ZOLLARS, INC.**  
6501 Americas Parkway NE  
Suite 830  
Albuquerque, NM 87110  
505.883.8114

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**RECITALS**

Cibola County Commission; and

**WHEREAS**, the Owner, through its Commission 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 \_\_\_\_\_, 20\_\_;

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
- 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

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:

Provide a 2,560 sf metal building expansion to the existing Fire Department building.

**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 **210** 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 and no cents (\$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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ).

4.2 The Contract sum is determined as follows:

Base Bid	\$	_____
Alternatives (if any)	\$	_____
NM GRT @ ____ %	\$	_____
Contract Sum	\$	_____

**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 5<sup>th</sup> day of the month as follows:

*This page left intentionally blank*



5.2 Not later than twenty-one (21) working 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).

5.2.1 When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay 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 thirty (30) calendar 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

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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:

Documents  
Bid Form  
Agreement between Owner  
and Contractor  
Performance Bond  
Labor and Material Payment Bond

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Agent's Affidavit  
Certificate of Insurance  
Assignment of Antitrust Claims  
Technical Specifications - Division 01-32  
Construction Documents

General Conditions  
Supplementary Conditions

---

Approved by the Governing Body at its meeting of \_\_\_\_\_, 20\_\_

**OWNER:**

\_\_\_\_\_

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:**

\_\_\_\_\_

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

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

Federal Tax ID N°: \_\_\_\_\_ State Tax ID N°: \_\_\_\_\_

**AGENCY CONCURRENCE:**

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

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

Date: \_\_\_\_\_

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# DRAFT AIA<sup>®</sup> Document A312<sup>™</sup> - 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »  
« »

### OWNER:

(Name, legal status and address)

« »  
« »

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« . »  
« »

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

« »  
« »  
« »

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

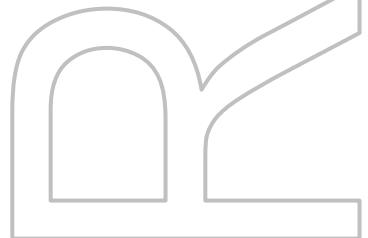
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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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



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**§ 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 Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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.

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§ 7 If the Surety elects to act under Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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.

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§ 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:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

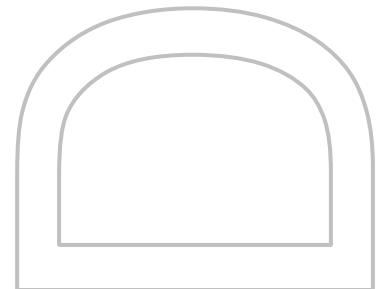
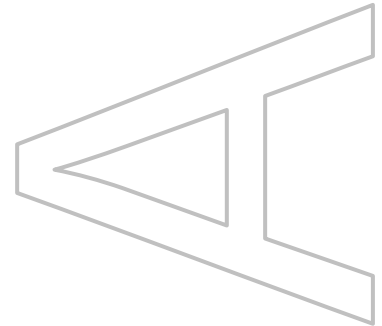
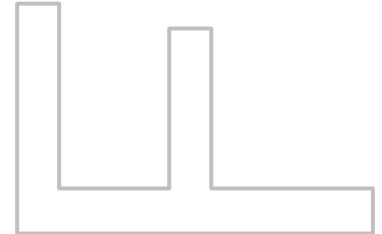
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: « »« »  
Address: « »

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: « »« »  
Address: « »



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# DRAFT AIA<sup>®</sup> Document A312<sup>™</sup> - 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

<< >>< >  
<< >>

**SURETY:**

(Name, legal status and principal place of business)

<< >>< >  
<< >>

**OWNER:**

(Name, legal status and address)

<< >>< >  
<< >>

**CONSTRUCTION CONTRACT**

Date: << >>

Amount: \$ << >>

Description:

(Name and location)

<< .>  
<< >>

**BOND**

Date:

(Not earlier than Construction Contract Date)

<< >>

Amount: \$ << >>

Modifications to this Bond:  << >> None  << >> See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and << >>< >

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and << >>< >

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

<< >>  
<< >>  
<< >>

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

<< >>  
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**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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**§ 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 Section 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 Section 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,

- .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
- .2** have sent a Claim to the Surety (at the address described in Section 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 Section 13).

**§ 6** If a notice of non-payment required by Section 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 Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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.

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**§ 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 Section 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 request 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 "labor, materials or equipment" that part of 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.

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**§ 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:

<< >>

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >>< >  
Address: << >>

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >>< >  
Address: << >>

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**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)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> ABC INSURANCE AGENCY 555 NORTH AVE ALBUQUERQUE, NM 87117	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> COMPANY XYZ 456 BATTLE STREET ALBUQUERQUE, NM 87117	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : On Grounds Insurance		
	INSURER B : Liability Protection Insurance		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	Sample			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	Sample			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A	X	Sample			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		X				Ea Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1. Description of the Location(s) and Services being provided.
2. Have the Following entities named as Additional Insured:
  - a. School District - Name and Address
  - b. The State of New Mexico, its agents, servants and employees (PSFA's Address)
3. A statement establishing Waiver of Subrogation for all policies
4. A statement establishing "That all coverage provided by this certificate is primary and non-contributory."

### CERTIFICATE HOLDER

### CANCELLATION

PSFA/Roswell Independent School District 1312 Basehart Rd. SE, Suite 200, Alb., NM 87106 300 N. Kentucky, Roswell, NM 88201	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE
---	--

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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: \_\_\_\_\_ Project Number: \_\_\_\_\_

\_\_\_\_\_ 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: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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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 \_\_\_\_\_  
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<sup>o</sup>. \_\_\_\_-\_\_\_\_-\_\_\_\_

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# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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 ~~11-308~~ 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 (Local Government Division, DFA) before taking effect. Any additional project costs (including GRT) approved by the Owner without LGD 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 insure 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 \_\_\_ day of the month as follows:

A. Not later than twenty-one (21) working 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 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  4-20 NMSA 1978. The security is bound by the provisions of  Sections 13-4-18 through  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.

# SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS  
Section 00820

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### 1. NOTICE OF EXTENDED PAYMENT PROVISION

This contract allows the Owner to make payment within 30 (not to exceed 45 days) days after submission of an undisputed request for payment (Section 57-28-5 B (2) NMSA 1978).

### 2. 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:

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

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

2.2 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 |
| occurrence   | \$1,000,000 each      |
| b. Property Damage   | \$ 500,000 each       |
| occurrence   | \$ 500,000 annual     |
| aggregate  |                       |
| c. Property Damage Liability Insurance shall provide X, C or coverage as applicable. |                       |

2.3 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 |

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

2.5 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.

### 3. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES.

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.

### 4. BUILDER'S RISK INSURANCE

4.1 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.

**5. 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.

**6. 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.

# ADDITIONAL CONDITIONS

SUPPLEMENTARY CONDITIONS

Section 00830

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### 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.

6.2 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 and Department of Workforce Solutions 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.

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# MINIMUM WAGE RATE REQUIREMENTS

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### Wage Decision Approval Summary

1) Project Title: Bluewater Village Fire Station Expansion  
Requested Date: 12/11/2017  
Approved Date: 12/12/2017  
Approved Wage Decision Number: CI-17-1866-B

#### Wage Decision Expiration Date for Bids: 04/11/2018

2) Physical Location of Jobsite for Project:  
Job Site Address: 21 Pinion St.  
Job Site City: Bluewater Village  
Job Site County: Cibola

3) Contracting Agency Name (Department or Bureau): CIBOLA COUNTY  
Contracting Agency Contact's Name: Judy Horacek  
Contracting Agency Contact's Phone: (505) 285-2557 Ext. 2852557

4) Estimated Contract Award Date: 03/06/2018

5) Estimated total project cost: \$300,000.00  
a. Are any federal funds involved?: No  
b. Does this project involve a building?: Yes - Construct an approximately 2,500 sf pre-engineered metal building which is an addition to an existing pre-engineered metal building.  
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?: Volunteer Fire Station Addition

6) Classifications of Construction:

Classification Type and Cost Total	Description
<b>General Building (B)</b> <b>Cost: \$300,000.00</b>	Construct an approximately 2,500 gsf addition to an existing pre-engineered structure. Spaces include administration, training room, day room and break room.

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## PUBLIC WORKS PROJECT REQUIREMENTS

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

### Contracting Agency

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

### General Contractor

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

### Subcontractor

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

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

- 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.

## **Additional Information**

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

## **CONTACT INFORMATION**

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

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

Effective January 1, 2017

Trade Classification	Base Rate	Fringe Rate On and Prior to February 10, 2017	Fringe Rate After February 10, 2017
Bricklayer/Blocklayer/Stonemason	23.46	8.40	8.40
Carpenter/Lather	23.75	9.27	9.27
Cement Mason	17.42	6.35	6.35
Ironworker	26.50	14.32	14.32
Painter (Brush/Roller/Spray)	16.60	5.78	5.78
Plumber/Pipefitter	22.84	7.48	7.48
<b>Electricians (outside)</b>			
Groundman	21.81	10.92	10.92
Equipment Operator	31.31	13.39	13.39
Lineman/Wireman or Tech	36.83	14.82	14.82
Cable Splicer	40.51	15.38	15.38
<b>Laborers</b>			
Group I	12.20	5.30	5.30
Group II	12.50	5.30	5.30
Group III	12.90	5.30	5.30
<b>Operators</b>			
Group I	16.69	6.03	6.33
Group II	17.44	6.03	6.33
Group III	17.55	6.03	6.33
Group IV	17.63	6.03	6.33
Group V	17.75	6.03	6.33
Group VI	17.89	6.03	6.33
Group VII	18.27	6.03	6.33
Group VIII	18.50	6.03	6.33
Group IX	25.45	6.03	6.33
Group X	28.35	6.03	6.33
<b>Truck Drivers</b>			
Group I	16.00	7.02	7.02
Group II	16.00	7.02	7.02
Group III	16.00	7.02	7.02
Group IV	16.00	7.02	7.02

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

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