

EXHIBIT 4-A



Construction Bidding Document Template
for
NEW MEXICO
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC WORKS PROJECTS

Project Manual
Specifications and Contract Documents for the Construction of:

2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER



April 2020

CDBG Project No: **18-C-RS-I-01-G-13**
Project Location: **Hondo, NM**
County IFB No.: **19-20-004**

The County of Lincoln
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301
T: (575) 648-2385
F: (575) 648-2382

Pettigrew and Associates, P.A.
David Roybal, PE
100 E Navajo Drive, Suite 100
Hobbs, NM 88240
T: (575) 393-9827
F: (575) 393-1543

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

CERTIFICATION PAGE

TITLE, CERTIFICATION AND SEALS PAGE
Section 00000

This is to certify that I am a Registered Professional Engineer in the State of New Mexico, that:

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



A handwritten signature in black ink that reads "David Roybal".

David A. Roybal, P.E.
License No. 23576

PETTIGREW & ASSOCIATES, PA
100 E. Navajo Dr., Suite 100
Hobbs, NM 88240
(575) 393-9827
droybal@pettigrew.us

ARCHITECTURAL:
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110 Corrida de Rio
PO Box 2484
Alto, NM 88312
(575) 644-6986
gary@yabumoto-architects-llc.com

STRUCTURAL:
ZAMORA ENGINEERING, INC.
7170 Westwind
Suite 301
El Paso, TX 79912
(915) 587-9775
zamoraeng@sbcglobal.net

CIVIL:
PETTIGREW & ASSOCIATES, PA
100 E. Navajo Dr., Suite 100
Hobbs, NM 88240
(575) 393-9827
droybal@pettigrew.us

MECHANICAL, PLUMBING, ELECTRICAL:
RAXIS ENGINEERING, LLC
3800 N. Mesa St., Suite A-2 #76
El Paso, TX 79902
(915) 543-1642
jmorales@raxisengineering.com

OWNER:
THE COUNTY OF LINCOLN
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301
(575) 648-2385

Acknowledgements:

Nita Taylor
Owner / County Manager (Print)

Nita Taylor
Owner / County Manager (Signature)

3/31/2020
Date

Billie Jo Guevara
Finance Director (Print)

Billie Jo Guevara
Finance Director (Signature)

3/31/2020
Date

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

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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 FEDERAL AND STATE LAWS AND REGULATIONS

Section 00013

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

102 standards.

3.2 For purposes of these Bidding Documents, the term "Grantee" means the Owner. The term "Funding Agency" means the Local Government Division, Department of Finance and Administration, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, 505-827-8051.

4.0 REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

Section 00014

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

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

4.3 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.

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

NOTICE OF INVITATION FOR BID

PRE-BID INFORMATION
Section 00021

Competitive sealed bids will be received by the County of Lincoln at the Office of the Purchasing Agent, County of Lincoln, 300 Central Avenue, PO Box 711, Carrizozo, NM 88301 until **Thursday, April 30, 2020, 10:00 a.m. (MDT)** at which time bids will be opened and publicly read aloud. Bid open procedures are subject to change pending state executive orders regarding COVID-19.

County IFB No.: 19-20-004

Project No.: CDBG No. 18-C-RS-I-01-G-13

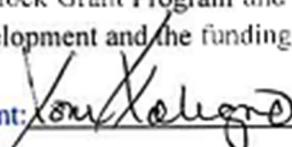
Project: 2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER

Scope of Work: The County of Lincoln will plan, design, construct for the construction of a new senior citizen facility located at Hwy 380 Mile Marker 107, Hondo, NM in Lincoln County (Latitude 33.403138000; Longitude -105.281894900). New construction will consist of: approximately 3,200 SF of standard foundations, slab on grade and site work for substructure; approximately 2,200 SF exterior walls; 22 exterior windows; 5 exterior doors; approximately 3,200 sf roof construction and roof covering; approximately 3,200 SF interior partitions, 10 interior doors; 2,300 SF interior wall finishes; 3,200 SF floor finishes; 2,200 SF ceilings acoustic lay in; 1000 SF ceilings acoustic lay in for wet areas; plumbing, HVAC heating and cooling; 8 supply and waste fixtures; electrical; lighting; communications; security; relocation of existing kitchen equipment; 300 SF screened and covered porch on west side; 150 SF entrance canopy; 1,400 LF walking/exercise path; solar water heating; pave ADA parking stall and compliant pathway; mobilization and demobilization; and related improvements.

Complete sets of the bidding documents may be obtained electronically upon request through Pettigrew & Associates. Email droybal@pettigrew.us or call at (575) 393-9827.

Due to State of New Mexico regulations and the practice of social distancing regarding COVID-19, prospective bidders should review the project site on their own prior to bidding. A Pre-Bid Teleconference will be held on **Wednesday, April 15, 2020 at 10:00 a.m. (MDT)**. Prospective bidders should email droybal@pettigrew.us and submit their contact information no later than 24 hours before the Pre-bid Teleconference to receive an invitation. Attendance is mandatory.

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

Purchasing Agent:  Date: 3-31-20

(FOR OWNER USE ONLY)

Newspaper:	<u>Albuquerque Journal</u>	Publish:	<u>04/03/2020</u>
Newspaper:	<u>Ruidoso News</u>	Publish:	<u>04/03/2020</u>

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

INVITATION FOR BID

PRE-BID INFORMATION
Section 00022

Project:

**2019 – 2020 NEW HONDO
SENIOR CITIZEN CENTER**

Project No.:

CDBG NO. 18-C-RS-I-01-G-13

INVITATION FOR BID CONSTRUCTION CONTRACT

Bid Number: **19-20-004**

Engineer of Record:

Pettigrew and Associates, P.A.
David Roybal, PE
100 E Navajo Drive, Suite 100
Hobbs, NM 88240
T: (575) 393-9827
F: (575) 393-1543

Sealed bids shall be submitted to:

Office of the Purchasing Agent
County of Lincoln
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301

Owner:

The County of Lincoln
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301
T: (575) 648-2385
F: (575) 648-2381

Bids will be publicly opened after the Bid
Deadline:

Date: Thursday, April 30, 2020
Time: 10:00 a.m. (MDT)

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 electronically, upon request with no deposit required, through Pettigrew and Associates. Incomplete sets will not be issued.

COMPLETE SET OF
BIDDING DOCUMENTS WILL BE AVAILABLE
AND REQUESTED THROUGH:

Pettigrew & Associates, P.A.
David Roybal, PE
Call at (575) 393-9827
Email droybal@pettigrew.us

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 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 and said surety to be approved in federal circular 570 as published by the United States treasury department shall be required from the successful Bidder.

A completed Subcontractor Listing Form must accompany each bid.

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

No Bidder may withdraw his bid for **30 days** after the actual date of the opening thereof. The Owner intends to award this Project to the lowest responsible Bidder. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

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

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

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

Date: **Wednesday April 15, 2020**

Time: **10:00 a.m. (MDT)**

Email: droybal@pettigrew.us

Prospective bidders should email their contact information no later than 24 hours before the Pre-bid Teleconference to receive an invitation.

✂ End of Invitation for Bid

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
Section 00100

1.0 DEFINITIONS AND TERMS

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

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

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

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

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

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

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

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

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

1.1.9 *Bidding Requirements* means the Notice of

Invitation for Bid, Pre-bid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.

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

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

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

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

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must:

2.1.1 Examine the bidding Documents thoroughly;

2.1.2 Visit the site to familiarize himself with local conditions that may in any manner 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 fifteen (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 seven (7) calendar days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will

be binding. Oral and other interpretations or clarifications will be without legal effect.

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

3.3 Substitute Material and Equipment

3.3.1 The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Architect/Engineer, application for such acceptance will not be considered by the Architect/Engineer unless submitted to the Architect/Engineer at least ten days prior to the date for opening Bids. Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Architect/Engineer is set forth in the Contract Documents.

3.4 Addenda

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

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

3.4.3 Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

4.0 BIDDING PROCEDURES

4.1 Form and Style of Bids

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

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

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

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

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

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

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

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

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

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

4.2 Bid Security

4.2.1 Bid security in an amount equal to at least five percent (5%) of the amount of the Bid shall be a bond provided by a surety company authorized to do

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

4.2.2 The bid security shall be in the amount of 5% of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such contract or fail to furnish bid security, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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

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

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

C. All Bids have been rejected.

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

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

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

payment, or other bonds referenced in the Bidding Documents.

4.3 Pre-bid Conference

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

4.3.2 The Architect/Engineer and his consultants, as applicable, shall be represented. Prospective Bidders, prospective Subcontractors, and prospective Vendors are encouraged to attend and should be prepared to ask questions regarding substitutions and/or to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to attend shall be interpreted to mean that the bidding Documents are clear and acceptable to all nonparticipants at the pre-bid conference. Such clarity and acceptability shall be presumed with respect to all Bidders.

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

4.4 Resident Contractor's Preference

➤ Not used for federally funded projects

4.5 Subcontractors

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

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

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

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

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

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

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

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

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

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

4.5.4 Substitution of Subcontractor

A. No contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor in the following circumstances: (1) when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the contractor; (2) when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to

execution of a subcontract; (3) when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents; (4) when the subcontractor listed in the original bid fails or refuses to perform his subcontract; (5) when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error; (6) when a bid alternate accepted by the using agency causes the listed subcontractor's bid not to be low; (7) when the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete; (8) when the listed subcontractor fails or refuses to meet the bond requirements of the contractor; (9) when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the construction industries division of the regulation and licensing department; or (10) when it is determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

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

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

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract,

shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contract shall designate on the listing form that no bid was received.

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

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

4.5.7 Inadvertent Clerical Error.

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within two (2) working days after the time of the prime bid opening by the Owner give written notice to the Owner and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

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

C. The Owner shall, after a public hearing and in the absence of compelling reasons to the contrary, consent to the substitution of the intended contractor: 1) If the contractor, the subcontractor listed in error, and the intended subcontractor each submit an affidavit to the Owner, along with such additional

evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening; or 2) If such affidavits are filed by both the contractor and the intended subcontractor within such specified time but the subcontractor whom the contractor claims to have listed in error does not submit within six working days to the Owner and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

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

4.5.8 Emergency Subcontracting. Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the Owner setting forth the facts constituting the emergency or necessity.

4.5.9 Penalties.

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

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

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

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

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

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

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

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

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

any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option:

A. Withdraw his Bid, or

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

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

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

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

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

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

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

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

4.6 Submission of Bids

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

Bidding Requirements.

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

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

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

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

4.7 Correction or Withdrawal of Bids

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

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

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

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

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

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

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

4.8 Notice of Contract Requirements Binding on Bidder

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

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

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

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

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

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

F. Assignment of Antitrust Claims - Section 00820;

G. Equal Employment Opportunity - Section 00820; and

H. Others listed within the Contract Documents.

4.9 Rejection or Cancellation of Bids

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

Bidder.

4.10 Protests

4.10.1 Any Bidder, Offeror, 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 fifteen (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, Offeror, 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 seven (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 fifteen (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 fifteen (15) calendar days after the date of the Notice of Award.

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

6.4 Notice to Proceed

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

6.5 Failure to Execute Contract

Failure to return the signed Agreement with acceptable contract bonds and certificate of insurance within 15 calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the bid security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the

next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 Contractor's Qualifications Statement

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

7.0 OTHER INSTRUCTIONS TO BIDDERS

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

GEOTECHNICAL INVESTIGATION REPORT

INFORMATION AVAILABLE TO BIDDERS
Section 00220

1.0 INVESTIGATION

See next page for Geotechnical Investigation Report dated August 15, 2019

(PAGES 4A-22 THROUGH 4A-44)

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Soils Investigation

**Hondo Senior Center
Hondo, New Mexico**



Debra P. Hicks, PE/LSI
NM 10871

PREPARED FOR:

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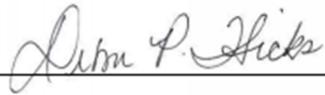
LAB No. 19 6004
PROJECT No. 2019.1192

August 15, 2019



PREFACE

This report is generated specifically for the purpose of providing design criteria for the Hondo Senior Center – Hondo, NM. Under no circumstances shall it be used for any other project on or off the site. This report is meant to provide information that will inform Lincoln County of appropriate design criteria for the planned use. The conditions encountered in field exploration and reported herein are accurate for the test location(s), time and conditions. It is not meant to eliminate the uncertainty regarding the potential for variation or changes in subsurface conditions at the site. Subsurface descriptions contained herein are of a generalized nature to provide highlights of major strata and conditions revealed in the soil samples, however it represents only the conditions at the actual boring locations.



Debra P. Hicks, PE/LSI

NM, 10871





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Introduction

This report presents the results of the field and laboratory soils investigation for the Hondo Senior Center – Hondo, NM. This investigation was performed at the direction and authorization of Nita Taylor of Lincoln County.

The purpose of this investigation is to determine the characteristics of the subsoils and provide recommendations for foundation design. This report provides an overview of existing geotechnical/geologic conditions at the proposed site and geotechnical design parameters for the proposed facilities. The geotechnical site conditions presented herein are based on our field exploration. This report does not include environmental site characterization, hazardous materials testing, or other environmental services.

Proposed Development

The proposed development includes:

- 3,391 square foot Senior Citizen Center building and parking area.

Field Exploration

Two (2) exploratory borings were drilled July 25, 2019. The exploratory borings were drilled to approximate depths listed in Table 1 of this Report. Boring locations are shown on the Boring Location Map. Drilling was carried out using a truck-mounted drill rig contracted with Atkins Engineering – Roswell, NM.



TABLE – 1 Boring Dates and Depths

Boring	Date Drilled	Depth (Feet)
BH-1	7/25/19	21'5"
BH-2	7/25/19	22'0"

Subsurface materials were sampled at varying intervals by split spoon sampler and/or drill cuttings where applicable.

Air-rotary/auger drilling methods were employed to cut the test borings. During the drilling, the soils encountered were continuously examined, visually classified and, where applicable, sampled.

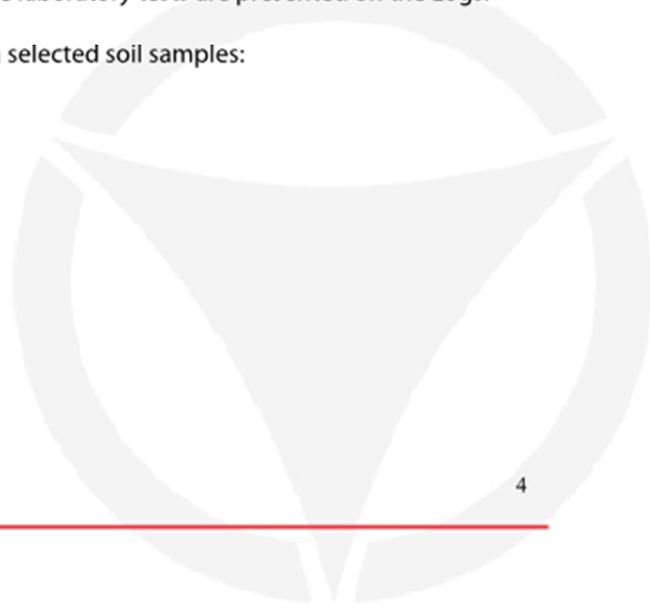
Standard penetration tests (SPT) were performed at varying depths. Penetration resistance was measured in accordance with ASTM D 1586 by driving a standard 2" split tube sampler having a 30" free fall drop hammer weighing 140 pounds. The penetration resistance value is a useful index in estimating the consistency, relative density or hardness of the materials encountered.

Laboratory Analysis

Representative samples were tested in the laboratory to determine certain engineering properties of the soils. Mechanical analysis and soil constant determinations were performed for classification and identification of each soil type encountered. Classifications are in accordance with the Unified Soil Classification System ASTM D 2487. The results of the laboratory tests are presented on the Logs.

The following tests were conducted on selected soil samples:

- Moisture Content
- Sieve Analysis
- Atterberg Limits





Site Conditions

The Hondo Senior Center is located 0.65 miles north of the intersection of US 70 and Billy the Kid Trail in Hondo, NM. The proposed project location is within a developed site enclosed with chain link fence. Existing improvements include a waste compactor and approximately 150 linear feet of 4 feet tall retaining wall.

Stratigraphy

Stratum 1 – Stratum 1 is classified as clayey sand (SC). These surface soils are soft to moderately firm. These soils are present at 0'0" to 6'0" +/- (bgs). Soils in Stratum 1 are typically dark brown, moist and slightly plastic.

Stratum 2 – Stratum 2 is classified as silty sand with gravel (SM). These soils are moderately firm. These soils are present at a depth of 4'0" to 22'0" +/- (bgs). Soils in Stratum 2 are typically brown, tan, moist and non-plastic.

TABLE – 2 Soil Parameters

Strata	Unified Soil Classification	Strata Thickness (ft)	Total Unit Weight γ (pcf)	Cohesion C (ksf)	Friction Angle Φ (°)	Subgrade Modulus K (pci)
S-1	SC	6'0"	125.1	0.45	28.7	188.0
S-2	SM	18'0"	125.0	0.00	38.9	210.2

Calculated with Allpile 7.

Groundwater

Groundwater was not encountered in any of the borings.

Expansive Soils

In accordance with the 2009 International Building Code - Section 1803.5.3 Soil Classification, the onsite soils are not considered expansive.



Discussion and Recommendations

The following discussion and recommendations are based upon the results of field and laboratory testing, engineering analyses, experience with similar soil conditions, and our understanding of the proposed project.

Site Work

In general, field test results indicate the clayey silty sands varied from very loose to very dense in relative density as indicated by measured SPT-N Values of 3 blows in 1' to 36 blows in 4". Very firm materials ($N > 30$) were encountered at 6'0" below ground surface. Based on the results of the field investigation, excavations within the soil matrix and cemented zones may be difficult.

Frost Depth

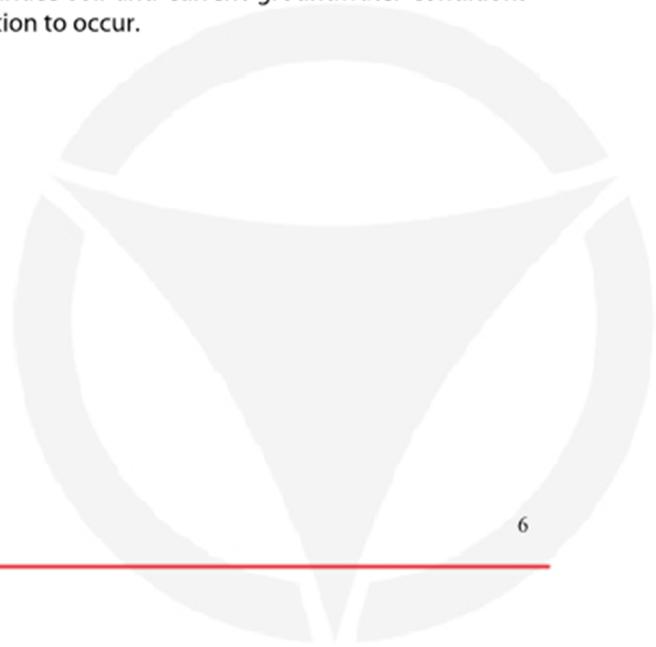
Frost penetration approximates 15" to 18".

Seismic Design Parameters

In accordance with the 2009 International Building Code®, Section 1613.5.5, Site Class D is applicable.

Liquefaction Potential

Soils to depths explored of up to 22'0" +/- are dry to moist ranging from 2.7 to 13.5 percent in the samples tested. Subsurface soil and current groundwater conditions indicate minimal potential for liquefaction to occur.





Recommendations

- 1) All vegetation and other deleterious materials should be removed from the foundation/footing and pavement area prior to construction activities. Stripped materials consisting of vegetation and organic materials should be wasted from the site, or used to re-vegetate landscaped areas or exposed slopes after completion of grading operations. Deleterious material should be removed from the site.
- 2) All soils that are to receive foundation elements should be scarified a minimum of 12" and compacted, at approximately optimum moisture (plus 2% to minus 2%), to not less than 95% of Laboratory Density as determined by ASTM D 698. The entire site should be proof-rolled to observe for unsuitable or weak soils. At least five passes with a heavy Pneumatic Rubber Tire Roller should be made during proof-rolling. Soft materials or loose soils indicated during proof-rolling should be stripped or further compacted. Areas of subgrade in which pumping or significant deflections are observed should be removed or stabilized. Use of lime, fly ash, kiln dust, cement or geotextiles could be considered for stabilization.
- 3) All fill and/or backfill be placed in lifts not to exceed 6" (compacted), and compacted at approximately optimum moisture (plus 2% to minus 2%), to not less than 95% of Laboratory Density as determined by ASTM D 698.
- 4) **ENGINEERED FILL:** Materials for Engineered Fill shall be composed of an appropriate combination of crushed stone, crushed or screened gravel, caliche, and/or sand to meet the above specifications. Materials shall be free from vegetable matter and all other deleterious materials, including silt and clay balls.

Size	Cumulative % Passing
2"	100
½"	30-80
#4	20-60
#200	5-20

Liquid Limit
Plasticity Index

35 max
4 min to 15 max



- 5) All imported fill material shall be from same source.
- 6) All loose or disturbed material soil should be removed from bearing surfaces prior to placement of concrete.
- 7) A minimum of 4" of non-expansive cohesionless material shall be used beneath concrete slabs on grade. Materials shall be naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

8) **Foundation Recommendations for Continuous and Spread Footings:**

It is recommended that spread footings and continuous footings should bear on a minimum of two (2) feet of engineered fill. The engineered fill should extend a minimum of five (5) feet from the perimeter of the footings with a minimum slope of 2:1 (preferably 4:1) to existing soils. For sustained loading conditions, including dead and live loads, the allowable net bearing pressure for spread footings and mat foundations bearing on Engineered Fill prepared in accordance with recommendations provided herein shall be 3,000 pounds per square foot. The allowable soil bearing capacity is primarily based on the results of standard penetration tests performed during the drilling operation. The foundation system may be at any depth as long as the allowable soil bearing capacities are not exceeded.

Care should be taken to observe the foundation bottom prior to placement of concrete to verify that the bearing material is homogenous.

For load combinations including transient loads such as wind loads, the above values of allowable net bearing pressures may be increased by 20 percent. Recommended allowable bearing capacities are based upon standard field penetration test results and soil classification data. Total movement resulting from the assumed structural loads placed on the engineered fill is estimated to be on the order of 1 inch or less. Differential movement has been estimated as less than 1/2 inch measured over a horizontal distance of 50 feet for foundation systems. Water infiltration into the foundation soils could cause foundation movements.

For dynamically loaded foundations, it is common practice to use an allowable net bearing pressure equal to 1/2 of the allowable net bearing pressure for static loads. It should be noted that this method only provides a conservative estimate of the bearing capacity for dynamically loaded foundations and does not address the dynamic response of the foundations. Foundations subjected to dynamic loads should consider the effect of dynamic loading conditions on the foundation soils.





Spread footings and mat foundations should be proportioned so that maximum contact pressures under the combined effects of dead, live, and transient loads does not exceed the allowable net bearing pressures. The allowable net bearing pressures given above include a factor of safety of at least 2 with respect to shear failure of the foundation soils. For analysis with regard to allowable net pressures, cohesion of granular soils is assumed to be negligible.

- 9) **Resistance to Uplift Loads:** The ultimate uplift capacity of spread footings and mat foundations is limited to the weight of the foundation plus the weight of any soil directly above the foundation. The recommended total unit weight for soils is 120 pcf and 150 pcf for reinforced concrete.
- 10) **Resistance to Lateral Loads:** Resistance of spread footings and mat foundations to lateral loads can be provided by friction or adhesion at the base and passive earth pressure acting on the side of the footing. For design purposes, the resistance due to friction or adhesion and passive soil pressure can be assumed to be developed simultaneously.
- 11) **COEFFICIENT OF SUBGRADE FOR MAT FOUNDATIONS:** The elastic response of the subgrade for structures will be controlled largely by the underlying soil and structural fill required beneath the foundations. The structural fill will be comprised of dense to very dense sand and gravel in a relatively dry condition. Often, the design of mat foundations involves the concentration of various magnitudes of point loads across the mat foundation. Typical analyses require a coefficient (or modulus) of subgrade reaction, which is defined as the ratio between the pressure at any given point on the surface of contact and the deformation produced by the load application at that point. Input dimensions of the value of the coefficient of subgrade reaction for specific computer programs should be reviewed. Some programs require a subgrade value for a 1 ft by 1 ft plate while others require the subgrade value for the actual foundation size. Terzaghi² provides equations for computing the coefficient of subgrade reaction for mat foundations on clay and sand.

Based on site specific soil data and published correlations for similar materials, the coefficient of subgrade reaction for a 1 ft by 1 ft plate are shown in Table 2 - Soil Parameters. These values can be used for both vertical and horizontal coefficients. Terzaghi also provides equations for adjusting the coefficient of subgrade reaction for a 1 ft plate to actual foundation dimensions. It is common to reduce the k-value to account for dimensional effects of large loaded area. A commonly used correction is:


$$k_c = k((b+1)/2b)^2$$

where k_c is the corrected or design modulus value and b is the slab width or tributary loaded areas.

- 12) **SLABS ON GRADE:** Slabs on grade should be placed on a minimum of 12" of Engineered Fill underlain by scarified and recompacted in situ materials, prepared and compacted in accordance with Recommendations herein.
- 13) **MOISTURE PROTECTION:** Positive drainage should be established away from the exterior walls of structures during and after construction. Concrete walks and/or asphalt pavement should be constructed adjacent to the exterior foundation walls where possible. The ground immediately adjacent to the building shall be sloped away from the building at a slope not less than 5% for a minimum of 10'. Where slabs or pavements do not immediately adjoin the proposed structures, the ground surface should be sloped away from the perimeter of the structures in a manner to allow flow along the drainage lines at a minimum grade of 5% to points at least 10 feet away. In no case should long-term ponding of water be allowed around the perimeter of the structures.
- 14) **PORTLAND CEMENT CONCRETE / ALKALI SILICA REACTION:** Portland Cement Concrete shall be proportioned in accordance with ACI 211.1-81. Use Type II, low alkali portland cement in accordance with ASTM C 150, unless alkali silica reactivity (ASR) mitigation tests indicate an ASR of less than 0.10% (ASTM C 1260) for each of the individual aggregates in the mixture. All portland cement shall be an approved American (USA) brand. All exposed Portland Cement Concrete or Portland Cement Concrete slabs on grade shall be air entrained.
- 15) **OSHA EXCAVATIONS:** Temporary construction slopes should be designed and excavated in strict compliance with the rules and regulations of the Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA), 29 CFR, Part 1926. This document was prepared to better insure the safety of workers entering trenches or excavations, and requires that all excavations conform to the new OSHA guidelines.

The contractor is solely responsible for protecting excavations by shoring, sloping, benching or other means as required to maintain stability of both the excavation sides and bottom. Pettigrew & Associates, P.A. does not assume any responsibility for construction site safety or the activities of the contractor.



For this site, the overburden soil encountered in our exploratory borings consisted of mostly sand, OSHA classification Type C. OSHA recommends a maximum slope inclination of 1.5H:1V for Type C soils. Excavation requirements will vary depending on the actual soil conditions in some areas. Temporary construction slopes should be closely observed for signs of mass movement, such as tension cracks near the crest, bulging at the toe of the slope, etc.

Closure

Our conclusions, recommendations and opinions presented herein are based upon our evaluation and interpretation of the findings of the field and laboratory investigation. **If during construction, conditions are found to be other than those presented in this report, this office should be consulted.**





Boring Location Map







Logs and Summaries





ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

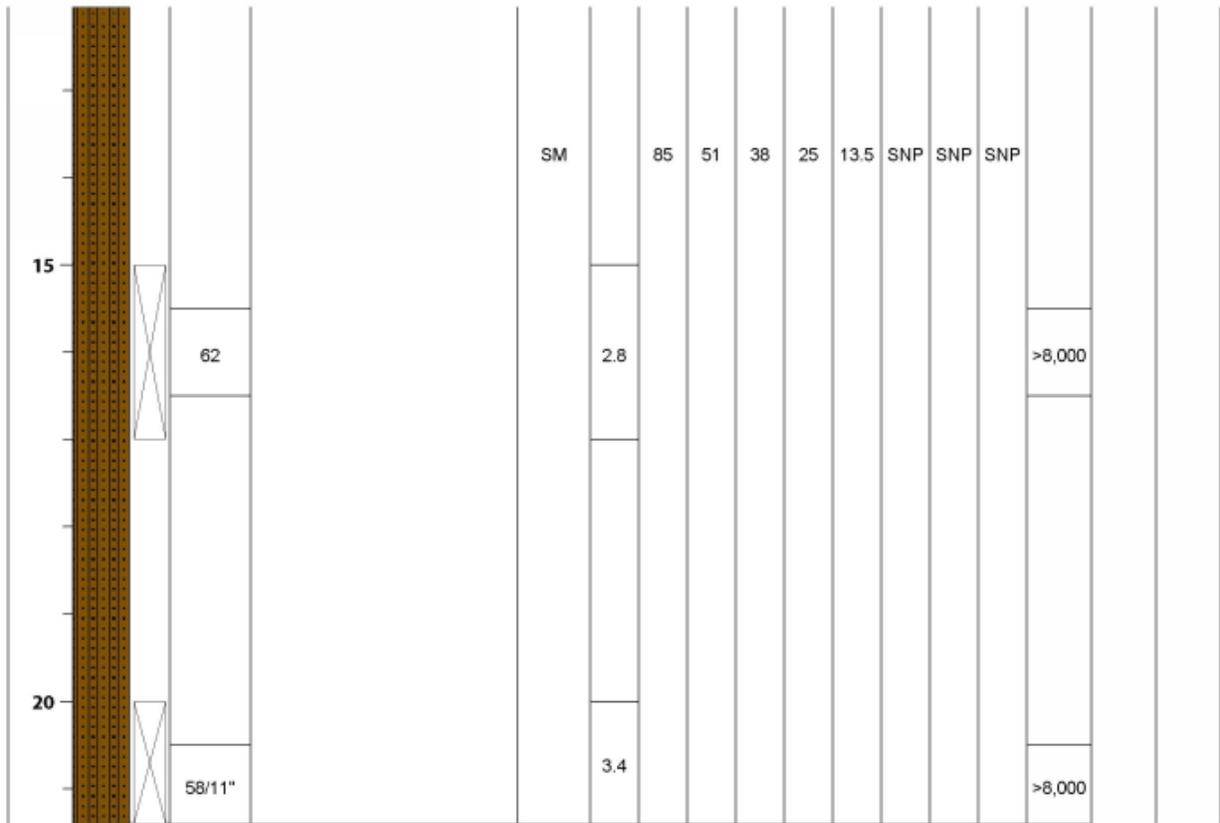
BORING NO.: BH-1

CLIENT: Lincoln County
PROJECT NAME: Hondo Senior Center
PROJECT NO.: 2019.1192
DATE DRILLED: 07/25/2019

COORDINATES: Lat.33.3985°
Long. -105.2795°
SURFACE ELEVATION: 0.0'
BOREHOLE DEPTH: 21'5"
DEPTH TO WATER: N/A

DEPTH (FT)	LITHOLOGIC SYMBOL	SAMPLE RECOVERED	BLOWS PER FOOT	DESCRIPTION	SOIL CLASSIFICATION	LABORATORY TEST DATA								BEARING CAPACITY (psf)	qu (psf)	SHEAR STRENGTH (tsf)
						% MOISTURE	% PASSING #4	% PASSING #10	% PASSING #40	% PASSING #200	LIQUID LIMIT (LL)	PLASTIC LIMIT (PL)	PLASTICITY INDEX (PI)			

0				Brown Clayey Sand													
			3				8.9									0	
			5		SC	13.5	100	92	88	82	45.0	24	16	8	410		
5			4			12.5									120		
			14	Brown Silty Sand with Gravel			5.0								2,290		
			20			4.0									3,620		
10			26			2.7									4,940		



 SPLIT SPOON SAMPLE
  AIR ROTARY
  WATER
  SHELBY SAMPLE

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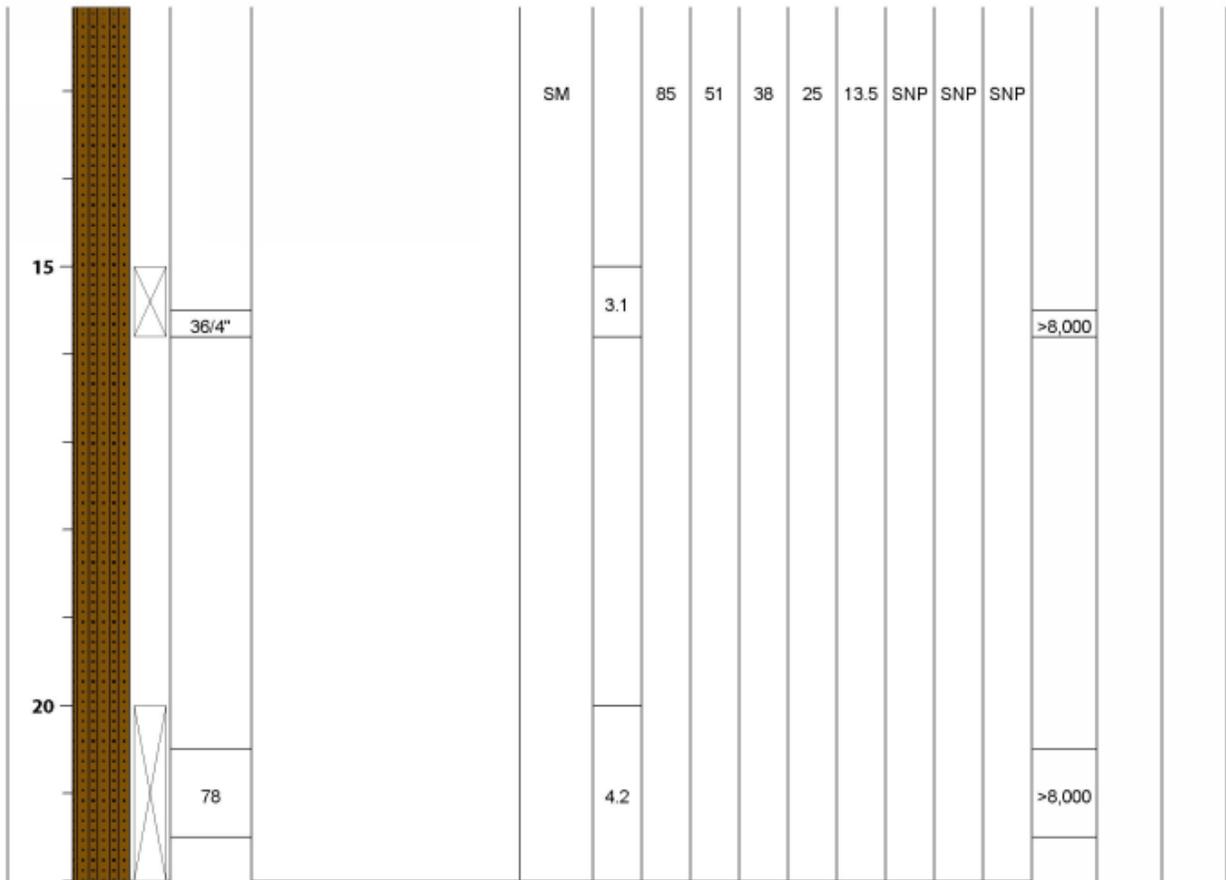
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

BORING NO.: BH-2

CLIENT:	Lincoln County	COORDINATES:	Lat. 33.3984° Long. -105.2793°
PROJECT NAME:	Hondo Senior Center	SURFACE ELEVATION:	0.0'
PROJECT NO.:	2019.1192	BOREHOLE DEPTH:	22'0"
DATE DRILLED:	07/25/2019	DEPTH TO WATER:	N/A

DEPTH (FT)	LITHOLOGIC SYMBOL	SAMPLE RECOVERED	BLOWS PER FOOT	DESCRIPTION	SOIL CLASSIFICATION	LABORATORY TEST DATA								BEARING CAPACITY (psf)	qu (psf)	SHEAR STRENGTH (tsf)
						% MOISTURE	% PASSING #4"	% PASSING #4	% PASSING #10	% PASSING #40	% PASSING #200	LIQUID LIMIT (LL)	PLASTIC LIMIT (PL)			

0				Brown Clayey Sand													
			12			6										2,470	
					SC		100	92	88	82	45.0	24	16	8			
			14			7.8										3,060	
				Brown Silty Sand with Gravel													
5			10			7.8										1,410	
			35			4										6,920	
			36			3.8										7,140	
10			57			4.3										>8,000	



 SPLIT SPOON SAMPLE
  AIR ROTARY
  WATER
  SHELBY SAMPLE

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APPENDIX A – UNIFIED SOIL CLASSIFICATION

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE GRAINED SOILS (major portions retained on No. 200 sieve); includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve); includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms	Unconfined Compressive	
	Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very Stiff	200 to 400	15 to 30
Hard	> 400	> 30

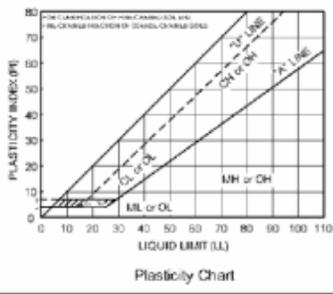
GENERAL NOTES

1. Classifications are based on the Unified Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.

2. Surface elevations are based on topographic maps and estimated locations.

3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.

Major Divisions	Group Symbols	Typical Names	Laboratory Classification Criteria		Particle Size	Material						
			Gravel	Sand								
Coarse-Grained Soils (more than half the material is larger than No. 200 sieve)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Not meeting all gradation requirements for GW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							Gravel	Sand				
	GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines	Not meeting all gradation requirements for GW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							Gravel	Sand				
	GM ^a	d u	Silty gravels, gravel-sand-silt mixtures	Not meeting all gradation requirements for GW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse					
								Gravel	Sand			
GC	d u	Clayey gravels, gravel-sand-silt mixtures	Not meeting all gradation requirements for GW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							Gravel	Sand				
Fine-Grained Soils (more than half the material is smaller than No. 200 sieve)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Not meeting all gradation requirements for SW	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							Sand	Silt				
	SP	Poorly-graded sands, gravelly sands, little or no fines	Not meeting all gradation requirements for SW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							Sand	Silt				
SM ^a	d u	Silty sands, sand-silt mixtures	Not meeting all gradation requirements for SW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							Sand	Silt				
SC		Clayey sands, sand-clay mixtures			mm	Silt or Clay Sand Fine Medium Coarse						
Fine-Grained Soils (more than half the material is smaller than No. 200 sieve)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	Not meeting all gradation requirements for SW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	Not meeting all gradation requirements for SW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse
	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, organic silts	Not meeting all gradation requirements for SW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse						
							OH	Organic clays of medium to high plasticity, organic silts	Not meeting all gradation requirements for SW	Above "A" line with P.I. between 4 and 7 are border-line cases requiring use of dual symbols	mm	Silt or Clay Sand Fine Medium Coarse
	PT	Peat and other highly organic soils			mm	Silt or Clay Sand Fine Medium Coarse						



^a Division of GM and SM groups into subdivisions of d and u are for roads and airfields only. Subdivision is based on Atterberg limits.
^b Suffix d used when L.L. is 25 or less; the suffix u used when L.L. is greater than 25.
 Borderline classification used for soils possessing characteristics of two groups as designated by combinations of group symbols.
 For example: GW-GC, well-graded gravel-sand mixture with clay binder.

APPENDIX B – TERMINATION

TERMINOLOGY USED TO DESCRIBE THE RELATIVE DENSITY, CONSISTENCY, OR FIRMNESS OF SOILS

The terminology used on the boring logs to describe the relative density, consistency, or firmness of soils relative to the standard penetration resistance is presented below. The standard penetration resistance (N) in blows per foot is obtained by ASTM D1586 procedure using 2" O.D., 1-3/8" I.D. samplers.

1. Relative Density. Terms for description of relative density of cohesionless, uncemented sands and sand-gravel mixtures.

N	Relative Density
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
50+	Very Dense

2. Relative Consistency. Terms for the description of clays which are saturated or near saturation.

N	Relative Consistency	Remarks
0 - 2	Very Soft	Easily penetrated several inches with fist
3 - 4	Soft	Easily penetrated several inches
5 - 8	Medium Stiff	Can be penetrated several inches with thumb with moderate effort
9 - 15	Stiff	Readily indented with thumb, but penetrated only with great effort
16 - 30	Very Stiff	Readily indented with thumbnail
30+	Hard	Indented only with difficulty with thumbnail

3. Relative Firmness. Terms for the description of partially saturated and/or cemented soils which commonly occur in the Southwest including clays cemented granular materials, silts, and silty and clayey granular soils.

N	Relative Firmness
0 - 4	Very Soft
5 - 8	Soft
9 - 15	Moderately Firm
16 - 30	Firm
31 - 50	Very Firm
50+	Hard

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BID FORM
Lump Sum or Unit Price

BID FORMS
Section 00310

Project: 2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER IFB No.
CDBG NO. 18-C-RS-I-01-G-13

Bidder:

This Bid is submitted to:

Office of the Purchasing Agent

County of Lincoln
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301

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

2.0 The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for thirty (30) 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 fifteen (15) calendar days after the date of the Owner's Notice to Award.

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

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

- No. _____ Dated _____

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

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

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

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

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

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

H. The Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, as well as Invitation for Bid Number.

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

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

A. LUMP SUM PRICE FOR BASE BID (please use typewriter or print legibly) (use words):

LUMP SUM BASE BID

Total Price (in words)

(\$ _____)

NMGRT (5.500%)

Total Price (in words)

(\$ _____)

TOTAL (LUMP SUM BASE BID + NMGRT)

Total Price (in words)

(\$ _____)

All specific cash allowances are included in the price(s) set forth above. Bidders shall include coordination for the installation of service lines for gas, electrical and telephone in their total base bid amount.

**B. LUMP SUM PRICE FOR ADDITIVE ALTERNATE # 1
(ADDITIONAL WEST PORCH, SLAB AND PAVEMENT)**

As per Plans CS-101, S-1, A-1.0 to A-2.0 and Technical Specification Section 012300 – Alternates.

LUMP SUM ADDITIVE ALTERNATE # 1

Total Price (in words)

(\$ _____)

NMGRT (5.500%)

Total Price (in words)

(\$ _____)

TOTAL (LUMP SUM ADDITIVE ALTERNATE # 1+ NMGRT)

Total Price (in words)

_____ (\$ _____)

C. UNIT PRICE

If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities: **NOT USED**

5.0 The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **one hundred eighty (180) 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 **One Thousand Dollars (\$1,000) 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.
- D. Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1
- E. Certification of Bidder Regarding Section 3 and Segregated Facilities
- F. Section 3 Plan
- G. Table A Proposed Subcontracts Breakdown
- H. Table B Estimated Project Workforce Breakdown
- I. Active or "in progress" status in the System of Award Management (sam.gov) for contractor and subcontractor(s)
- J. Other (list):

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]

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: (____) _____ [Seal]

D. A JOINT VENTURE:

By _____
(Name)

Address: _____

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

By _____
(Name)

Address: _____

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

[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°.	_____

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

Federal Employer Tax ID No. _____

State of New Mexico Tax ID No. _____

BID BOND

SUPPLEMENTS TO BID FORMS
Section 00420

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____ as Surety,
are hereby held and firmly bound unto **The County of Lincoln** as Owner in the penal sum of
_____ Dollars (\$ _____)
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

2019 – 2020 NEW HONDO SENIOR CITIZEN CENTER
CDBG PROJECT NO.: 18-C-RS-I-01-G-13

NOW, THEREFORE,

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

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

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

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

Principal: _____ (L.S.)

Surety: _____

[Seal]

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

[Corporate Seal]

Title: _____

BID SECURITY REVIEW FORM

SUPPLEMENTS TO BID FORMS
Section 00421

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

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

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

(Name of Source Document) Date: _____

(Signature of Owner's Representative) Date: _____

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00422

[To be filled in by Agent]

**This Form Must Be
Used By Surety**

STATE OF _____)
) 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

2019 – 2020 NEW HONDO SENIOR CITIZEN CENTER
CDBG PROJECT NO.: 18-C-RS-1-01-G-13

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]

SUBCONTRACTORS LISTING, NMDWS REGISTRATION, & ASSIGNMENT OF ANTITRUST CLAIMS

Project: 2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER Project No. 18-C-RS-I-01-G-13

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

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

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

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

1.4 The undersigned agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to

goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

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

Company Name of Contractor/Subcontractor	Email and Phone Number	NMDWS Registration No.	DUNS No.	SAMs Registration No.

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

**CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

SUPPLEMENTS TO BID FORMS
Section 00441

<hr/> <p>Name of Prime Contractor</p>	<p style="text-align: center;">2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER</p> <hr/> <p style="text-align: center;">Project Name</p> <p style="text-align: center;">18-C-RS-1-01-G-13</p> <hr/> <p style="text-align: center;">Project Number</p>
---------------------------------------	---

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)

Signature

Date

CONTRACTOR - SECTION 3 PLAN FORMAT

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

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

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

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

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

E.* To ensure that subcontracts which are

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

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

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

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

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

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

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

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

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

Signature

Title

Date

Signature

Title

Date

**TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

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

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

Company

OTHER SUPPLEMENTS TO BID FORMS

SUPPLEMENTS TO BID FORMS
Section 00400

SUBSTITUTION LISTING

Section 00440

NOT REQUIRED

EQUIPMENT SUPPLIERS LISTING

Section 00450

NOT REQUIRED

NON-COLLUSION AFFIDAVIT

Section 00480

NOT REQUIRED

STATEMENT OF BIDDER'S QUALIFICATIONS

Section 00470

NOT REQUIRED

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 County of Lincoln
300 Central Avenue
P.O. Box 711
Carrizozo, NM 88301
Telephone: 575-396-2884
Fax: 575-396-6328
E-mail: NTaylor@lincolncountynm.gov

THE CONTRACTOR:

Telephone: _____ - _____ - _____
Fax: _____ - _____ - _____
E-mail address: _____

For the following Project: 2019 – 2020 NEW HONDO SENIOR CITIZEN CENTER

Project Number: 18-C-RS-I-01-G-13

ARCHITECT/ENGINEER OF RECORD:

David Roybal, P.E.
Pettigrew & Associates, P.A.
Telephone: 575-393-9827
Fax: 575-393-1543
E-mail address: droybal@pettigrew.us

RECITALS

WHEREAS, The County of Lincoln received Federal Funding from New Mexico Department of Finance and Administration, Local Government Division, HUD Community Development Block Grant (CDBG) Program for the New Hondo Senior Citizen Center, Hondo, New Mexico; and

WHEREAS, the Owner, through its County Manager, 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
- Table A Subcontracts Breakdown
- Table B Estimated Project Workforce Breakdown
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary and Other Conditions)
- Drawings
- Specifications
- All Addenda Issued Prior to and
- All Modifications Issued after Execution of this Agreement
- Federal requirements, certifications and forms required by the CDBG program

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

ARTICLE 2: THE WORK

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

The County of Lincoln will plan, design, construct a new senior citizen facility located at Hwy 380 Mile Marker 107, Hondo, NM in Lincoln County (Latitude 33.403138000; Longitude -105.281894900). New construction will consist of: approximately 3,200 SF of standard foundations, slab on grade and site work for substructure; approximately 2,200 SF exterior walls; 22 exterior windows; 5 exterior doors; approximately 3,200 sf roof construction and roof covering; approximately 3,200 SF interior partitions, 10 interior doors; 2,300 SF interior wall finishes; 3,200 SF floor finishes; 2,200 SF ceilings acoustic lay in; 1000 SF ceilings acoustic lay in for wet areas; plumbing, HVAC heating and cooling; 8 supply and waste fixtures; electrical; lighting; communications; security; relocation of existing kitchen equipment; 300 SF screened and covered porch on west side; 150 SF entrance canopy; 1,400 LF walking/exercise path; solar water heating; pave ADA parking stall and compliant pathway; mobilization and demobilization; and related improvements.

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 one hundred eighty (180) consecutive 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 One Thousand Dollars (\$ 1,000) 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 @ 5.500 %	\$	_____
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 5th day of the month as follows:

5.2 Not later than thirty (30) 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 the title page of this Agreement.

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

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

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

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

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

this Agreement to the extent they are consistent with its conditions and terms.

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

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

7.17 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

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

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

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

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

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

7.23 The following documents bound in the Project Manual:

<u>Documents</u>	<u>Pages</u>
Bid Form	4A-45-50
Agreement between Owner and Contractor	4A-61-66
Performance Bond	4A-67-68
Labor and Material Payment Bond	4A-69-70
Agent's Affidavit	4A-53/72
Certificate of Insurance	4A-74
Assignment of Anti-Trust Claims	4A-75
Table A Subcontracts Breakdown	4A-77
Table B Estimated Project Workforce Breakdown	4A-78
General Conditions	4A-79-90
Supplementary Conditions	4A-101-110
Technical Specifications	Division 1 to 33

Approved by the Governing Body at its meeting of _____, 20__

OWNER: The County of Lincoln

By: _____ Date: _____
Nita Taylor
Title: County Manager

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: _____

PERFORMANCE BOND

PERFORMANCE BOND
Section 00610

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
A (2) _____ hereinafter called "PRINCIPAL" and (3) _____
_____ of _____, State of _____,
hereinafter called the "SURETY", are held and firmly bound unto (4) **The County of Lincoln**, hereinafter
called "OWNER", in the penal sum of _____
_____ Dollars (\$ _____) in lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, personal representatives, and successors and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 20__, a copy of which is
hereto attached and made a part hereof for the construction of:

2019 – 2020 NEW HONDO SENIOR CITIZEN CENTER
CDBG PROJECT NO.: 18-C-RS-I-01-G-13

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder
or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alterations, or addition to these terms of the
contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed
as an original, on this the _____ day of _____, 20_____.

ATTEST:

Principal-Secretary

(SEAL)

Principal

By: _____

Witness as to Principal

Title

Principal Address

Surety

ATTEST:

Attorney-in-Fact

(Surety) Secretary

Surety Address

(SEAL)

Witness as to Surety

Note: Date of Bond must not be prior to date of contract.

- (1) Correct name of Contractor.
- (2) A corporation, a partnership, or an individual as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) If Contractor is partnership, all partners should execute Bond.

PAYMENT BOND

LABOR AND MATERIAL PAYMENT BOND
Section 00620

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
A (2) _____ hereinafter called "PRINCIPAL" and (3) _____
_____ of _____, State of _____,
hereinafter called the "SURETY", are held and firmly bound unto (4) **The County of Lincoln**, hereinafter
called "OWNER", in the penal sum of _____
_____ Dollars (\$ _____) in lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, personal representatives, and successors and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto
attached and made a part hereof for the construction of:

2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER
CDBG PROJECT NO.: 18-C-RS-I-01-G-13

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof, including, but not limited to, all amounts due
for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed
or used in connection with the construction of such work, and all insurance premiums on said Subcontractor
or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder
or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract
or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be
deemed an original, on this the _____ day of _____, 20__.

ATTEST:

Principal-Secretary

(SEAL)

Principal

By: _____

Witness as to Principal

Title

Principal Address

Surety

ATTEST:

Attorney-in-Fact

(Surety) Secretary

Surety Address

(SEAL)

Witness as to Surety

Note: Date of Bond must not be prior to date of contract.

- (1) Correct name of Contractor.
- (2) A corporation, a partnership, or an individual as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) If Contractor is partnership, all partners should execute Bond

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

RIDER TO BONDS

BONDS, CERTIFICATES AND NOTICES
Section 00621

This Form Must Be
Used By Surety

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

Obligee (Owner): _____

Surety _____

Surety's New Mexico Agent:

Name: _____

Address: _____

Telephone N° (____) _____

The Surety and Principal stipulate as follows:

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

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

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

(Principal) (Seal)

(Witness)

(Title)

(Witness)

(Surety) (Seal)

(Title)

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00622

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. Power of Attorney for person signing for Surety Company must be attached to bond]

GUARANTY BOND/MAINTENANCE BOND

BONDS, CERTIFICATES, AND NOTICES
Section 00600

GUARANTY BOND

Section 00630

Not Required

MAINTENANCE BOND

Section 00640

Not Required

CERTIFICATE OF INSURANCE

BONDS, CERTIFICATES, AND NOTICES
Section 00650

<<<This sheet shall be replaced with the awarded Contractor's Certificate of Insurance>>>

Insurance Coverage:

The Contractor shall obtain, and provide proof thereof, to the Owner the following insurance coverage:

General Liability as follows:

Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent Contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability as follows:

Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

The County of Lincoln shall be named as an additional insured on all coverages.

Contractor shall further obtain and provide proof to the Owner of any other insurance coverage required by the statutes of the State of New Mexico or regulations of any agency of the State of New Mexico governing this type of Project.

Workers' Compensation is required along with State statutory employers' liability limits regardless of number of employees.

Contractor covenants, warrants, and agrees that it shall indemnify, defend, save and hold **The County of Lincoln**, the Commission of **Lincoln County**, its individual commissioners, its officers, employees and agents (collectively and individually as "Owner") harmless from any and all liability, damage, expense, cause of action, suits, claims, judgments, losses, costs, expenses, and liens, of every kind and nature, including, but not limited to, those arising from injury to person(s) or damage to property, arising out of, resulting from, or occurring during this project. This indemnification and hold harmless by Contractor to **The County of Lincoln** (Owner) shall include, but not be limited to, **The County of Lincoln's** (Owner's) attorney's fees and costs incurred in defending against the same, and in prosecuting any cross claims or counterclaims required or arising therefrom.

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: 2019-2020 NEW HONDO SENIOR CITIZEN CENTER Project Number: 18-C-RS-1-01-G-13

_____ 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: _____

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°. _____ - _____ - _____

**TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

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

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

Company

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

GENERAL CONDITIONS OF THE CONTRACT
Section 00700

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5. Materials/Services/Facilities	30. Additional/Substitute Bond
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1. Contract and Contract Documents

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

1.2 The applicable governing federal procurement

standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

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

2. Definitions

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

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

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

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

3. Additional Instructions and Detail Drawings

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

4. Shop/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/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/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. Survey/Permits/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/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 Owner to Terminate

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/Periodic Estimate

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 as Release

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

27. Payments by Contractor

27.1 Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay his subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to his subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).

28. Insurance

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

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

28.3 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public

Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

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

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

28.6 Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the Owner, the Owner, or Contractor [at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N] is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking. Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days after receipt of the Notice of Award. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless a least thirty (30) days prior written notice has

been given to the Owner. A copy of the Builder's All-Risk Policy, if required, shall be provided to the Owner before any portion of Work is commenced by the Contractor. The original Owner's Protective Liability Insurance Policy shall be provided to the Owner before any portion of the work is commenced by the Contractor.

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

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

29. Contract Security

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

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

30. Additional/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 Contracts

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 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/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 of 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. Required Provisions

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/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

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,

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

MODIFICATIONS TO GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00710

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1. Drawings by the Engineer

- 1.1 The data given herein and on the drawings is as exact as could be secured, but extreme accuracy is not guaranteed. Discrepancies occurring between the works covered by this section shall be immediately reported to the Engineer, and he will issue written instructions for any changes or any clarifications
- 1.2 All Specifications, Drawings, and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

2. Submittals:

- 2.1 Contractor shall submit to Engineer for the limited purpose of checking for conformance with the information given in the Contract Documents. Contractor shall submit each submittal separately per specification section, each with its own transmittal letter that includes all of the Contractors information. Indicate Project Name, Contractor, Subcontractor or Supplier, any related details, and specification Section number. Contractor shall sign and stamp certifying review of required dimensions, coordination with any adjoining work, and verifying product is correct. Contractor shall indicate if there is any variation from the Contract Documents which may affect the work.

Contractor shall distribute all reviewed submittals to interested parties with notice to take prompt response to any comments from Engineer. The submittal process as described in this contract shall apply to any and all types of submittals made by Contractor to Engineer including, Construction Schedules, Shop Drawings, Certificates, Product Lists, Product Data, or any other necessary submittal. For each individual submittal review allow **15 business days** excluding delivery time to and from the Contractor.

- 2.2 Format: Submittals will only be accepted by Engineer in .PDF Electronic file format via e-mail. Hard Copies shall be rejected, any other Electronic file format shall be rejected, and if submittal is not legible it shall be rejected.
- 2.3 If a Resubmittal is required Contractor shall make all necessary changes, corrections, and address comments and resubmit the entire submittal. The resubmittal shall be clearly marked as a RESUBMITTAL.

3. Request for Information (RFI):

- 3.1 Contractor shall only submit an RFI in .PDF electronic file format to Engineer via e-mail. RFI will only be accepted by Engineer from Contractor, any RFI requests from any Subcontractor or Supplier shall be rejected. RFI requests shall contain only one item, unless a specific issue exists relating to multiple items.
- 3.2 Engineer shall respond to Contractors RFI in writing in .PDF electronic file format via email.

RFI Responses from Engineer will not change any of the requirements as set forth in the Contract Documents. If Contractor should believe that a RFI response constitutes a change to the Contract, Contractor shall provide Engineer written notice. The Contractors written notice shall include specific reasons and detailed breakdowns of change in cost or time based on Engineers response. Contractors written notice shall not be considered a Change Order but rather provide a basis for further discussion.

4. Fees and Codes:

- 4.1 The Contractor shall pay all costs for any and all fees and/or work permits required in connection with the work, unless noted otherwise. All materials supplied and work performed by the Contractor shall be in accordance with all State and local codes and/or ordinances governing such material and work.

5. Safety:

- 5.1 The Contractor shall at all times exercise reasonable precautions for the safety of employees on the work site, bystanders or observers of the project, engineering personnel, Resident Project Representatives and inspectors, and shall comply with all applicable provisions of the Occupational Safety & Health Administration (OSHA), State and Municipal Safety Laws, and Building Construction Codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State or Municipal laws or regulations. The Contractor shall, at his own expense and without further other order provide, erect and maintain at all times during the progress or temporary suspension of work, suitable barricades, fences, signs or other adequate protection and shall provide, keep and maintain such flashing lights, danger signals and watchmen as may be necessary or as may be requested by the Engineer to insure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and be reflectively sheeted to increase their visibility at night per MUTCD standards.
- 5.2 The Contractor shall provide and erect

temporary construction fencing along the perimeter of the trenches at all times in accordance of OSHA regulations. Safety control devices for the separation of work areas from the general public such as barricades, barrels, cones, tape, fencing, and pedestrian signs shall be the responsibility of the Contractor and considered incidental to project. No additional payment will be made.

- 5.3 The Contractor will be required to comply with all applicable OSHA standards as part of this project. The Contractor shall assign a Competent Person to the project as defined in OSHA Standard 29 CFR 1926.32(f) and 29 CFR 1926.650(b) Subpart P. The competent person must have had specific training in and be knowledgeable about soil analysis, the use of protective systems, and the requirements of the standards. Documentation of Competent Person Training must be submitted to the Project Manager by the awarded Contractor at the Pre-Construction meeting. The general responsibility of the Competent Person is to ensure that **ALL** aspects of the excavation process are conducted in a manner consistent with the requirements of the OSHA excavation standard (Subpart P) as well as the general duty clause of the OSHA Act (5A.1), which requires the employer to provide a safe, healthful workplace, free of known or recognizable hazards. The competent person shall perform daily inspections of the excavations, as described in full detail in 29 CFR 1926.651(k)(1), and 1926.21(b)(1). The Owner may request copies of the daily inspection logs for trenches that are equal to or greater than 5 feet in depth. Each employee at the job site must also be instructed in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury per CFR 1926.21(b)(2) Subpart C. **Documentation of the training of all employees present at the job site must be submitted to the project manager prior to the start of construction.**
- 5.3.1 The County will enforce OSHA regulations in the following manner.
 - a) 1st Violation - Verbal Warning and Documentation by the County
 - b) 2nd Violation – Written Warning to be signed by Competent Person and Contractor
 - c) 3rd Violation – Written notice and contact OSHA

d) 4th Violation – Termination of Contract

5.3.2 In assessing violations each applies to a non-complying aspect of the jobsite. In no case shall the workers be permitted to continue construction operations if unsafe conditions are determined by the Owner as is relates to OSHA requirements.

5.4 The Contractor shall be responsible for maintaining the existing roadway as necessary to maintain a satisfactory driving surface, so safe driving conditions are maintained and vehicle damage is avoided. This will consist of pothole patching and edge and driveway grading during the construction contract time, and as required by NMDOT drop off Policy. Cost for this maintenance shall not be paid for separately, but shall be considered incidental to the roadway construction.

6. Preliminary Surveying:

6.1 In addition to paragraph 10.2 of the GENERAL CONDITIONS, the CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in these Contract Documents) and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved.

6.2 Upon request, The OWNER shall furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in OWNER'S office.

6.3 Upon request, The Engineer will provide the awarded Contractor with an electronic copy of the plan documents in .dwg format. It shall be the responsibility of the Contractor to verify the accuracy of all benchmarks, inverts at connection points, and tie in elevations prior to construction and have construction staking performed thereafter. This work will require trenching, excavation, backfill. All discrepancies shall be reported to the engineer in writing prior to construction. The Engineer will investigate the report and relay any new information to the Contractor. Once the benchmarks have been verified by the Contractor, the Contractor assumes full responsibility of the benchmarks for the duration

of this project and he shall protect and reset the benchmarks as necessary. The Contractor shall provide all blue tops, cut & fill stakes, rebar, etc. as required to construct each item to the lines and grades as shown on the plans, and as modified in this section, within allowable tolerances as set forth in this section and the Technical and Supplemental Specifications.

7. Preliminary Submittals:

7.1 In addition to paragraph 15.1 of the GENERAL CONDITIONS, At least ten days prior to submitting the first Application for a progress payment, the CONTRACTOR shall (except as otherwise specified in the GENERAL CONDITIONS) submit to ENGINEER a progress schedule, a final schedule of Shop Drawing submission and where applicable a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to ENGINEER.

8. Progress Schedule:

8.1 In addition to paragraph 24.1 of the GENERAL CONDITIONS, the Contractor shall submit Progress Schedule in Critical Path Method (CPM) format in its entirety at or before the preconstruction conference. The Engineer will notify the Contractor within 10 working days if the schedule is accepted or not. If the progress schedule is not accepted, the Contractor shall submit a revised progress schedule or additional information to support the original progress schedule. The Engineer may hold or discontinue payment until the Contractor's progress schedule is accepted, or nullify payment to the Contractor for items which require information contained in the progress schedule such as the project's critical path. The Contractor shall provide, update, revise, and format the progress schedule in CPM format with strict adherence to the following sections of the NMDOT Specifications, 2014 Edition: 108.3.1.2, 108.3.2, 108.3.2.1, 108.3.2.2.

9. Right-of-Entry-and-Inspection-of-Work

9.1 In addition to paragraph 14.1 of the GENERAL CONDITIONS, All authorized personnel of The

OWNER or their representative shall have the right to visit the site and inspect the work and materials. Owner and Engineer or their representatives shall have the right to visit the site and inspect the work and materials along the project area. The Contractor shall furnish reasonable facilities for obtaining such information as necessary to determine the progress and manner of the work and character of materials being used. Authorized representatives shall bring to the attention of the Contractor any work which does not meet the specifications of this contract, and the Contractor shall correct such work as brought to his attention.

10. Materials

- 10.1 Unless otherwise specified, linear or area quantities of work such as grading, landscaping, paving, curb, gutter, walk, or other work of a similar nature shall be determined from measurements or dimensions of such work and computed in horizontal planes. However, linear quantities of underground cable, fencing, piling, and timber shall be considered as being the true length measured along the longitudinal axis thereof. For pipe work, see related sections; but if the method of measurement for pipe work is not stated therein, it shall be measured along the longitudinal axis of the pipe in place from center of manhole to center of manhole. A station when used as a definition or term of measurement will be 100 linear feet.
- 10.2 Volumetric quantities shall be determined by the average end area method, digital terrain model or other means deemed suitable by the ENGINEER including but not limited to cross sections, and GPS construction survey data collection.
- 10.3 Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections herein covering materials or types of work. Unless otherwise provided, when mineral aggregate or roadway material is being paid for by weight, deductions from pay quantities will be made for the weight of water in excess of:
- a) 3% if the material is to be treated with bitumen; and
 - b) 6% if the material is to be waterbound.
- 10.4 Measurements shall be in accordance with U.S. Standard Measures. A pound shall be avoirdupois. A ton shall be 2,000 pounds. The unit of liquid measure shall be the U.S. gallon.

11. Certified Weights:

- 11.1 All materials to be paid for at a contract unit price per ton shall be weighed on platform scales furnished by the CONTRACTOR or his supplier of materials at the CONTRACTOR'S expense or such materials may be weighed on certified public scales at the CONTRACTOR'S expense. All scales shall be of adequate size to permit the entire vehicle to rest on the scale platform while being weighed. Scales furnished by the CONTRACTOR shall be installed on beams, piers, or foundations of sufficient strength and bearing to prevent the weighing mechanism supporting the scale platform from settling. The weighing facilities shall include a weatherproof scale house with a minimum floor area of thirty-two (32) square feet and equipped with adequate heat and light.
- 11.2 Work, material and construction items not specifically defined in the Unit Price Bid form and listed in the plans, details and specification shall be incidental to other items and cost should be included in the related construction work.

12. Materials II

- 12.1 All materials used on this project shall comply with the requirements of the manufacturer's recommendation and those set forth in the Standard Specifications as part of this contract. It shall be the responsibility of the Contractor to ensure that all materials installed on this project are in accordance with these specifications. All materials installed that do not comply with these specifications will be deemed un-satisfactory and shall be removed, in their entirety, at no additional expense to the owner regardless of whether they were installed in conjunction or underneath acceptable materials and/or regardless of the time, after installation but before final acceptance of the project, they are installed. In such case, the costs associated with the removal and replacement of acceptable materials required for the removal of unacceptable materials shall be borne by the Contractor.
- 12.2 Materials used by the manufacturer or carrier for shipping purposes shall be disposed of by the Contractor at the discretion of the Owner at no additional expense to the Owner.
- 12.3 Materials shall be handled in such a manner as to insure their delivery to the job in sound and original condition and per manufacturer's recommendations.
- 12.4 The Contractor shall be responsible for the

proper storage of materials in accordance with manufacturer's recommendation. The Contractor shall not be permitted to store materials used for construction in the right-of-way or on private property adjacent to the construction site. Prior to using any private property, Contractor must obtain a written consent form from the property owner and deliver a copy to the County for record purposes.

12.5 Should the Contractor request payment for materials on hand, he shall provide written proof to the Project Manager that the materials; (1) meet the specifications, (2) were inspected upon arrival; and (3) stored in accordance with manufacturer's recommendation and as described above. (4) copies of all invoices annotated with related bid item will be submitted with the request for payment for materials on hand. A plan for storage location and methods of protecting the materials shall be submitted to the Project Manager for all materials to be stored for periods exceeding 6 months in time. The Contractor will be required submit an inventory of materials on hand to the Project Manager on a monthly basis.

12.6 Material excavated during trenching operations, outside of the existing pipe embedment zone, shall be processed and moisture conditioned and used as backfill material. The largest diameter of backfill allowed on this project is 4 inches. Additional material required, if any, shall be the responsibility of the Contractor. Backfill material shall be considered incidental to the project. No additional payment will be made.

12.7 All materials shall be installed in accordance with the requirements of this contract and the manufacturer's recommendations. If any discrepancy occurs, the Engineer's specifications shall govern.

12.8 Excess materials shall be sold back to the Contractor at the purchase cost or kept by the Owner at the discretion of the Owner. If kept, the materials shall be delivered to the County Warehouse by the Contractor at no expense to the Owner.

12.9 All waste material encountered on this project shall be disposed by the Contractor of in accordance with applicable codes and ordinances. The costs for removing and disposing waste material shall be considered incidental to the project and no additional payment will be made.

12.10 It shall be the responsibility of the

Contractor to protect the materials from theft, loss, damage, vandalism, or any other act which causes the quantity or quality of the materials to decrease. All costs associated with replacing damaged or lost materials after payment for materials on hand has been made shall be borne by the Contractor.

12.11 All costs associated with handling, inspection, unloading, and storage of materials as described in this section shall be considered incidental to the project and no additional payment will be made. The installation of damaged materials will not be permitted.

13. Substitute Materials or Equipment:

13.1 In addition to paragraph 3.3.1 of the INSTRUCTIONS TO BIDDERS, If the Standard Specifications, the Supplemental Specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the Project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as OWNER may require which shall be furnished at CONTRACTOR'S expense.

14. Material Testing:

14.1 A professional engineering testing firm will be retained by the Owner to perform all compaction testing, asphalt testing, and concrete testing.

14.2 The Owner shall pay for the first test on each material as required. Any retesting due to the initial test failing shall be paid for by the

Contractor, whether the retest is passing or failing. Costs to the Contractor for any re-test will be withheld from partial pay estimates and/or final pay estimate prior to final acceptance. A copy of the cost schedule is available upon request.

- 14.3 The Contractor shall provide the Owner 24 hours' notice (Monday through Friday) of any testing required. Any item installed without being tested or certified shall be removed and replaced at Contractor's expense. Contractor shall notify the Owner before any tests are made, and Owner shall contact the testing firm as necessary.
- 14.3.1 Proctor determinations and gradation results take a minimum of 72 hours and up to 5 working days to complete. A proctor determination and gradation test will be performed for each type of soil, or mixture thereof, which will be used for backfill. It shall be the responsibility of the Contractor to request for samples of material to be obtained as to avoid delays. Furthermore, it shall be the responsibility of the Contractor to label each stockpile with a permanent sign or marker which identifies the material.
- 14.3.2 Compaction testing will be performed at a minimum of one test for every 200 feet of compaction and 2 feet in height. Compaction testing may be performed for each lift of material which exceeds 12 inches in loose depth as well as lengths of backfill which are less than 200 feet, or as determined by the Owner's authorized representative. These tests are made using a nuclear densometer and preliminary results are available when the test is made. Official results are sent within 72 hours and can take up to 5 working days.
- 14.3.3 Concrete testing will be performed at a minimum of one test per day. Concrete will be tested for slump, unit weight, air content, temperature, and compressive strength. Results for compressive strength are given at day 7, 28 and a hold.
- 14.3.4 Asphalt Tests will be taken from the roadway before compaction and on cut pavement samples (cores). Asphalt will be test for: air voids, asphalt content, final thickness, and density of compacted roadway (cores).
- 14.3.5 Pressure testing of water line shall be performed while all fittings being tested are exposed.

15. Utilities:

- 15.1 Whenever possible, it is desirable to lay parallel water and sewer lines at least ten (10)

feet apart horizontally, and the water line should be a higher elevation than the sewer. In cases where it is not practical to maintain a ten (10) foot separation, and room permits, the ENGINEER may allow deviation on a case-by-case basis. Such deviation may allow:

- Installation of the sewer line closer to the water line, provided the water line is in a separate trench or on an undisturbed earth shelf located on one side of the sewer at an elevation such that the bottom of the water line is at least eighteen (18) inches above the top of the sewer. Or,
- The sewer line shall be designed and constructed in a manner and of material comparable to that used for water mains, either ductile iron, polyvinyl chloride or polyethylene, and shall be pressure tested in accordance with 33 3000 Sanitary Sewer Piping, of the Technical Specifications. Or,
- The water line shall be removed and relocated under direction and approval of ENGINEER and in accordance with paragraph 18 of the General Conditions
- 15.1.1 Lines constructed as such shall extend from manhole to manhole. Payment for such water line equivalent sewer lines shall be by the linear foot for additional costs incurred over that of a typical sewer line as shown in the Bid.
- 15.2 When water and sewer lines cross each other, the water line shall be at least eighteen (18) inches above the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water line joints. When it is impossible to obtain the horizontal and vertical separations stipulated above, one of the following options may be allowed upon approval of ENGINEER:
- The sewer line shall be encased in concrete ten (10) feet either side of the water line. Or
- The sewer ;line shall be designed and constructed in a manner of material comparable to that used for water mains as specified in 15.1.b above.
- 15.2.1 No separate or additional payment for sewer line/water line crossings shall be made for sections of concrete encasement as required or when the sewer line is constructed equivalent to water line.
- 15.3 Where house service line connections to existing sewer mains and water mains are encountered, the CONTRACTOR shall insure that the service line will not be disturbed or damaged. Should any service line connection be broken during the construction of the new line, it shall be replaced by the CONTRACTOR with

SCH 80 PVC. There shall be no extra compensation for replacement of disturbed or damaged service lines.

- 15.4 When a new sanitary sewer main is required as a replacement for an existing line, the alignment of the new line coincides with the existing line and the grade of the new line is approximately at the same grade as the existing line or lower, then the existing line shall be removed or dealt with as ordered by the ENGINEER. The cost of this work when applicable shall be paid for under the appropriate item in the Bid. The ENGINEER / PROJECT MANAGER shall determine if it is necessary to pump sewage around the replacement work, or if it is possible to temporarily plug the sewer line during the replacement operation. In the case of by-pass pumping, payment shall be governed by subsection 17 of the GENERAL CONDITIONS.

16. Operation of the Existing Water System

- 16.1 All shutoffs shall be done by the OWNER. The CONTRACTOR shall notify the OWNER 48 hours prior to the date of required shutoff. The OWNER shall make a "trial shutoff" of the system within the project limits prior to issuance of Notice to Proceed, in order to preclude delay of emergency and required shutoffs. If valves cannot be located or are not in operating condition, the OWNER shall notify the CONTRACTOR as soon as possible. The OWNER'S personnel will locate the valves, make the necessary repairs, or determine an alternate method of making the shutoff.
- 16.1.1 The Water Division shall be notified immediately so that it may perform the shutoff.
- 16.2 The CONTRACTOR shall notify each household, office, or other water user affected, that a shutoff will be made, giving full details. Notification shall be by personal contact. If the consumer is not available when contact is attempted, the CONTRACTOR shall leave a door knob hanger notification. Notifications shall be given at least twenty - four hours in advance of a shutoff.
- 16.3 The OWNER shall notify the Fire Department of when fire hydrants are taken out of service and returned to service.
- 16.3.1 The OWNER shall be responsible for the actual operation of the valves.

17. Location of Existing Utilities

- 17.1 In addition to subsection 37 of the GENERAL CONDITIONS, the public utilities shall be responsible to locate their utilities and

provide information as required by the NM One-Call. If field verification excavations are required, the contractor shall excavate and determine exact location and identify any conflicts.

- 17.2 Utilities which upon exploration are found to interfere with the permanent project work, or within the trenching prism as defined by OSHA, will be relocated, altered, or reconstructed by others or the ENGINEER may order changes in location, line or grade of structures being built in order to avoid the utilities. The cost of such changes will be paid for under applicable bid items.

18. Abandoned Utilities

- 18.1 Where utilities are shown on the drawings as "abandoned" or "to be abandoned in place", it shall be the CONTRACTOR'S responsibility to contact the utility company involved within 48 hours prior to excavating around such utilities to ascertain that the abandonment of the utility has been completed.
- 18.2 Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities which are shown on the drawings as "abandoned" or "to be abandoned in place" and which interfere with the construction of the project. All abandoned lines shown on the drawings as "abandoned" or "abandoned in place" or found during construction shall be removed, if interfere with the PROJECT, unless otherwise specified. ENGINEER may allow lines to be abandoned in place or capped as a minimum.
- 18.3 All costs involved in said removals shall be included in the prices bid for the various items of work. All such abandoned utilities removed by the CONTRACTOR shall be stored on the site where directed and shall remain the property of the owner utility company or Contracting agency as determined by the ENGINEER.

19. Un-Marked or Relocated Line(s),

- 19.1 Active and/or abandoned, may exist within this project. When found, un-marked line(s), shall be investigated by the Contractor and are to be assumed active. All un-marked lines are to be protected, supported and maintained by the Contractor. The Contractor shall coordinate with NM-ONE CALL and all potential owners of the un-marked line to determine its' ownership. All costs and delays associated with investigating, coordinating, determining ownership, protecting, supporting and maintaining un-marked line(s) found in the

Contractor's critical path, in accordance with this section, shall be paid for under the item set forth on the bid proposal. There shall be no additional measurement or payment for un-marked lines found in the Contractor's critical path. There shall be no measurement or payment for Un-marked lines found outside of the Contractor's critical path but the Contractor may seek remedy through the Pipeline Safety Bureau.

19.2 Lines may exist in a different location than shown on the construction plans which may affect the construction of new items with this project. Additional lines, active and/or abandoned, may exist that are not shown on the constructions plans.

19.3 The Contractor shall be responsible for making and maintaining records of a New Mexico One Call by dialing 811 or 1 800-321-2537. The exact location of all lines shall be determined by safe and acceptable means, in accordance with OSHA regulations and NM ONE-CALL. The Contractor shall expose and document the exact location, outside diameter, and material type of all lines (as identified through a NM-ONE-CALL BID LOCATE and as shown on the construction plans) within the limits of this project **prior to commencing construction activities**. Each line shall be located at each crossing (utility and roadway), alley, and at 500 foot intervals within the limits of the project. Lines not found within 18 inches of the marks per the NM ONE-CALL shall be reported to the company responsible for the marks, additional exposing may be required to locate these lines per revised markings. The Contractor shall deliver to the Project Manager the findings of all the lines, **prior to commencing construction activities and prior to ordering materials for connections to existing utilities with this project**. When construction operations approach the location of underground lines, the exact location shall be determined again in accordance with OSHA regulations and NM ONE-CALL. Once lines are exposed, the Contractor will be required to protect & support, or remove and dispose and re-install existing active lines meanwhile maintaining operation of such active lines, in accordance with the contract. The Contractor shall be responsible for the destruction of or damage to all lines; and he shall use all reasonable measures and precautions to protect such lines and maintain or replace them in as

good condition or better as they were prior to the construction operations. The costs associated with replacing all lines which are damaged during construction activities shall be borne by the Contractor. The costs associated with properly locating, measuring, identifying, protecting, supporting and maintaining **all lines shown on the construction plans and as identified through the NM ONE-CALL BID LOCATE**, shall be considered incidental to the installation of the item or items being installed and **no additional payment will be made**. The costs associated with removing and disposing, and re-installing existing lines (if applicable) as shown on the Construction drawings shall be paid for under items set forth on the bid proposal and as described in subsequent sections.

20. Application for Progress Payment:

20.1 On or before the 25th day of each month, Contractor shall meet with the Project manager for preparation of a pay estimate, which shall be submitted to the Engineer by the project manager on or before the 26th day of the month for review.

20.2 At least fifteen days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. If OWNER fails to make CONTRACTOR a particular progress payment as herein specified, such failure shall not be held to violate or void this Contract.

21. Review of Applications for Progress

Payment:

- 21.1 Prior to the engineer's recommendation to the OWNER to make payment, the Contractor shall provide evidence that weekly certified payroll has been submitted to the OWNER.
- 21.2 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the Application for Payment with ENGINEER'S recommendation, pay CONTRACTOR the amount recommended.
- 21.3 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation; and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented the exhaustive or continuous on-site inspections have been made to check the quality of the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any Liens.
- 21.4 The ENGINEER may refuse to recommend the whole or any part of any payment if, in his

opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

- 21.5 The ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in this Bid Contract

22. Survey Verifications

- 22.1 Elevations shown on the plans or from slope calculations, as long as the overall slope is within 5% of the specified slope measured at 100' intervals along the centerline of the pipe. All pipe installation that exceeds this tolerance will need to be re-installed at the Contractors expense.
- 22.2 Curb & Gutter: The allowable flow line tolerances will be a maximum of 1/4" sag, which will be tested by flowing curb with water provided by the Contractor and measuring ponding areas.
- 22.3 Concrete Surface Finish: Damaged, chipped, cracked, honey combed (visible voids) concrete shall be replaced by the Contractor at no additional costs to the Owner as directed by the Project Manager.
- 22.4 All sewer fittings and piping installed with this project shall be surveyed by the Owner's authorized representative prior to backfilling. The Contractor shall be responsible to coordinate his activities to avoid delays or excavation of fittings due to failure of coordination.

23. As-Built Plan Acceptance:

- 23.1 It will be the responsibility of the CONTRACTOR to complete an as-built plan for this project, which includes confirmation of existing plan elevations, inverts, utility crossing depths, finished elevations, etc. The CONTRACTOR shall keep a record drawing set to be verified monthly by the Project Manager with each Progress Payment and be delivered to the Owner prior to project acceptance.

24. Suspension of Work:

- 24.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by

notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in paragraph 19.5 of the GENERAL CONDITIONS.

25. Notice of Completion:

- 25.1 In addition to paragraph 19.2 of the GENERAL CONDITIONS, When the Contractor is satisfied that work and cleanup is completed, he shall issue the notice of completion to the Owner's authorized representative. The notice of completion shall include the request for final inspection with date and time given.
- 25.2 The Owner's representative will respond to the notice of completion by the Contractor and shall appear at the given time for a tour of the project with the purpose of making it the final inspection. Any inconsistencies to the specifications shall be noted by the Owner's representative, and a written copy of corrections shall be given to the Contractor.

26. Acceptance of the Project:

- 26.1 In addition to paragraph 26.1 of the GENERAL CONDITIONS, The Owner may accept the project even though the corrections on the final inspection have not been made by the Contractor. In such a case, there will be deductions for the uncompleted or corrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.

27. Traffic Control

- 27.1 The Contractor shall use the Traffic Control Plan provided with the Construction Plans and shall comply with Construction Procedures and Sequencing. Traffic Control not shown on the plans is required for all boring. The Contractor shall provide and maintain all barrels, cones, flashers, barricades and flagmen, as specified in this contract and as required to conform to the

M.U.T.C.D. requirements. All cones, barrels, flashers and barricades shall be kept clean and in working order at all times. Any of the above that are, in the opinion of the Engineer, damaged and/or non-functioning shall be removed and replaced. It is also the Contractor's responsibility to maintain or provide, at all times, access to all individual properties during the life of the project and coordinate for temporary pick up, drop off, and parking locations with individual residents including those with special access needs. Additional work may be required to provide residential access to any person with special needs including providing access which complies with the Americans with Disabilities Act. It shall be up to the discretion of the Engineer as to whether or not adequate access has been provided. Traffic Control shall be paid for under item set forth on the bid proposal and as described in subsequent sections.

- 27.2 The CONTRACTOR shall not remove, realign, or adjust any official City traffic control device. He shall give the Traffic Engineering Division forty-eight (48) hours' notice of any official City traffic control devices that need to be moved. The Traffic Engineering Division shall move all traffic control devices as soon as practical thereafter.
- 27.3 All signing, barricading and channelization should be required to conform to the Manual on Uniform Traffic Control Devices (MUTCD, 2009). All signs, barricades, and channelizing devices used at night shall be reflectorized with enclosed lens sheeting (both orange and white). All advance warning signs used at night shall be equipped with flashing warning lights; all barricades and channelizing devices used at night shall be equipped with steady burning warning lights.

28. Waste Control:

- 28.1 The Contractor shall notify New Mexico Waste Management, business owners, and home owners one week prior to beginning construction to schedule an alternate route for Waste Control during the scheduled days of trash pickup in these areas.

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00820

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1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

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

DRAWINGS

General Construction: Nos. 7 Pages
Civil: Nos. 9 Pages
Structural: Nos. 1 Pages
Mechanical: Nos. 3 Pages
Plumbing: Nos. 4 Pages
Electrical: Nos. 6 Pages

SPECIFICATIONS

General Construction: Page ___ to ___, inclusive
Civil: Page ___ to ___, inclusive
Structural: Page ___ to ___, inclusive
Mechanical: Page ___ to ___, inclusive
Plumbing: Page ___ to ___, inclusive
Electrical: Page ___ to ___, inclusive

ADDENDA

No. ___ Date ___ No. ___ Date ___
No. ___ Date ___ No. ___ Date ___
No. ___ Date ___ No. ___ Date ___
No. ___ Date ___ No. ___ Date ___

2. STATED ALLOWANCES

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

1. For (page ___ of Specifications) \$ _____
2. For (page ___ of Specifications) \$ _____
3. For (page ___ of Specifications) \$ _____
4. For (page ___ of Specifications) \$ _____
5. For (page ___ of Specifications) \$ _____
6. For (page ___ of Specifications) \$ _____

3. NOTICE OF EXTENDED PAYMENT PROVISION

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

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

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

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

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

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

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

4.3 Comprehensive Automobile Liability:

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

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

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

5. PHOTOGRAPHS OF PROJECT

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

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES

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

7. BUILDER'S RISK INSURANCE

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

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

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS - Executive Order 11246

A. Section 202 Equal Opportunity Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals

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

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

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

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

1. As used in these specifications:

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

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

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

d. *Minority* includes:

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

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

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

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

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more

women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

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

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

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by

specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

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

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

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

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

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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

6. The Contractor will include the provisions of this part in every subcontract or purchase order of \$2,500 or more unless exempted by the rules, regulation, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will

be binding upon each subcontractor and vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

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

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts

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

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

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

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

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

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

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

A. Lead-Based Paint Hazards

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

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

B. Use of Explosives

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

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

C. Danger Signals and Safety Devices

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

11. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

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

**12. ACCESS TO RECORDS AND
MAINTENANCE OF RECORDS**

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

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

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds

thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**14. MINORITY AND FEMALE
CONTRACTOR ASSOCIATION**

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

15. SPECIAL HAZARDS

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

[If none, insert "none"]

MODIFICATIONS TO SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00830

***If the Architect/Engineer must make any modifications to the Supplemental General Conditions of this contract they must be included here.**

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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 incur to it for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this Project are hereby

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

4. BRIBES, GRATUITIES, AND KICKBACKS

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

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

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

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

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

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

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

6. CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

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

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

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

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

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

7.1 The Contractor warrants and agrees that he, all subcontractors and any further subcontractors will

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

8. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

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

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

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

9. MINIMUM WAGE RATES

9.1 Submission of weekly payroll records to the Owner 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.

10. PROJECT IDENTIFICATION SIGN

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

Sample Sign

Sign shall be yellow background with red letters (similar to NM state flag):

[2 1/2"]	<p>COUNTY OF LINCOLN</p>  <p>[Logo - 1'-6" Dia./Sq.]</p>	[2"]	<p>NEW MEXICO COMMUNITY DEVELOPMENT COUNCIL PROJECT MICHELLE LUJAN GRISHAM, GOVERNOR 2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER</p>																																												
[1-1/2"]	<p>COUNCIL/COMMISSION</p> <p>[1"] PRESTON STONE, DISTRICT 1</p> <p>[1"] LYNN WILLARD, DISTRICT 2</p> <p>[1"] DALLAS DRAPER, DISTRICT 3</p> <p>[1"] TOM STEWART, DISTRICT 4</p> <p>[1"] ELAINE ALLEN, DISTRICT 5</p>	[3"]	<table border="0"> <tr> <td style="text-align: center;">ENGINEER</td> <td style="text-align: center;">[1-1/2"]</td> <td style="text-align: center;">CONTRACTOR</td> <td></td> </tr> <tr> <td style="text-align: center;">PETTIGREW & ASSOCIATES, P.A.</td> <td style="text-align: center;">[1-1/2"]</td> <td style="text-align: center;">(NAME)</td> <td></td> </tr> <tr> <td style="text-align: center;">100 E NAVAJO DR SUITE 100</td> <td style="text-align: center;">[1"]</td> <td style="text-align: center;">(ADDRESS)</td> <td></td> </tr> <tr> <td style="text-align: center;">HOBBS, NM 88240</td> <td style="text-align: center;">[1"]</td> <td style="text-align: center;">(CITY, STATE, ZIP CODE)</td> <td></td> </tr> <tr> <td style="text-align: center;">(575) 393-9827</td> <td style="text-align: center;">[1"]</td> <td style="text-align: center;">(TELEPHONE N^o. 505-000-0000)</td> <td></td> </tr> <tr> <td style="text-align: center;">OWNER</td> <td style="text-align: center;">[1-1/2"]</td> <td style="text-align: center;">FUNDING</td> <td></td> </tr> <tr> <td style="text-align: center;">THE COUNTY OF LINCOLN</td> <td style="text-align: center;">[1-1/2"]</td> <td style="text-align: center;">CDBG GRANT - \$</td> <td></td> </tr> <tr> <td style="text-align: center;">300 CENTRAL AVENUE</td> <td style="text-align: center;">[1"]</td> <td style="text-align: center;">(DOT COOP GRANT - \$)</td> <td></td> </tr> <tr> <td style="text-align: center;">CARRIZOZO, NM 88301</td> <td style="text-align: center;">[1"]</td> <td style="text-align: center;">(CITY/COUNTY FUNDS - \$)</td> <td></td> </tr> <tr> <td style="text-align: center;">(575) 648-2385</td> <td style="text-align: center;">[1"]</td> <td style="text-align: center;">(TOTAL PROJECT COST - \$)</td> <td></td> </tr> <tr> <td style="text-align: center;">NITA TAYLOR, COUNTY MANAGER</td> <td style="text-align: center;">[1"]</td> <td></td> <td></td> </tr> </table>	ENGINEER	[1-1/2"]	CONTRACTOR		PETTIGREW & ASSOCIATES, P.A.	[1-1/2"]	(NAME)		100 E NAVAJO DR SUITE 100	[1"]	(ADDRESS)		HOBBS, NM 88240	[1"]	(CITY, STATE, ZIP CODE)		(575) 393-9827	[1"]	(TELEPHONE N ^o . 505-000-0000)		OWNER	[1-1/2"]	FUNDING		THE COUNTY OF LINCOLN	[1-1/2"]	CDBG GRANT - \$		300 CENTRAL AVENUE	[1"]	(DOT COOP GRANT - \$)		CARRIZOZO, NM 88301	[1"]	(CITY/COUNTY FUNDS - \$)		(575) 648-2385	[1"]	(TOTAL PROJECT COST - \$)		NITA TAYLOR, COUNTY MANAGER	[1"]		
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NITA TAYLOR, COUNTY MANAGER	[1"]																																														
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11. OTHER ADDITIONAL CONDITIONS (list):

- 11.1 Federal Labor Standards Provisions
- 11.2 Attachments to Federal Labor Standards Provisions

MODIFICATIONS TO ADDITIONAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00830

*If the Architect/Engineer must make any modifications to the Additional Conditions of this contract they must be included here.

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing and Urban Development

HUD4010 (2-84) (HB 1344.1)

Applicability

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

A. 1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United State Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all time by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits were appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional

time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages or any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1). U.S. Government Printing Office, Washington, DC 20402. For all CDBG projects, the mandatory form WH-347 (Exhibit 4-P Certified Payroll) located on the website link http://nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under

OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agency who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid in full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 (for all CDBG projects use the mandatory Exhibit 4-P Certified Payroll located on the website link http://nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx) shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to any contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level or progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermine rate for the work performed until an acceptable program is approved.

(iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD of its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; Debarment. A breach of the contract clauses in 9 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned

not more than two years, or both."

11. A. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contractor for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of the clause set forth in subparagraph (1) of the paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of fourth hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD-1010.1 (2-76)

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ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat, 108, 72 Stat. 967, 40 U.S.C., sec 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United State Code) shall apply to such statements.

---X X X---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3- CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted constructions that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the

obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" means all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contracted relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies and instrumentalities.

Section 3.3 Weekly Statement with Respect to Payment of Wages

(a) As used in this section, the term "employees" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervision of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any

public building or public work, or building or work financed in whole or in part by loans or grants from the United States shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[20 F.R. 93, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of Weekly Statements and the Preservation and Inspection of Weekly Payroll Records.

(a) Each weekly statement required under section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building of work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll Deductions Permissible Without Application to or Approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits,

vacation pay, savings accounts, or similar payments for the benefit of employee, their families and dependents; Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commissions, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deductions voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments; Provided however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under section 516.27(a) of this title shall be kept.

Section 3.6 Payroll Deductions Permissible with the Approval of the Secretary of Labor

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representative of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the Approval of the Secretary of Labor

Any application for the making of payroll deductions under section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon Applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited Payroll Deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of Payment of Wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations Part of Contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see section 5.5(a) of the subtitle.

EXHIBIT 4-B
STATE WAGE RATE DETERMINATION

EXHIBIT 4-B REQUEST FOR STATE WAGE DETERMINATION



Please visit: www.dws.state.nm.us/PWAA to request NM Wage Determinations:

A screenshot of the "PUBLIC WORKS AND APPRENTICESHIP" login page. The page has a dark blue header with the logo on the left and navigation links for "Home", "About Us", "Services", "Training", and "Contact Us". The main content area is titled "LOGIN" and includes a "PLEASE NOTE" banner about system maintenance. Below the banner is a "Login or create an account to access additional features" section with input fields for "User ID" and "Password", a "Login" button, and links for "Forgot Password" and "Create an Account". To the right is a "Message" box with a "Warning" icon and text regarding system security and data protection. At the bottom, there is a section for "Links that can be used without creating an account" with links for "Learn more about Apprenticeship", "Registered Contractors", and "Wage Decisions". The footer contains the text "Last updated: 1/21/2016 9:16:13 PM | Accessibility | Privacy Statement | Viewing Tips".



LABOR RELATIONS DIVISION

401 Broadway NE
 Albuquerque, NM 87102
 Phone: 505-841-4400
 Fax: 505-841-4424

226 South Alameda Blvd
 Las Cruces, NM 88005
 Phone: 575-524-6195
 Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
 Santa Fe, NM 87505
 Phone: 505-827-6817
 Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: 2019-2020 New Hondo Senior Citizen Center ; CDBG No. 18-C-RS-I-01-G-13
 Requested Date: 01/13/2020
 Approved Date: 01/15/2020
 Approved Wage Decision Number: LI-20-0090-B

Wage Decision Expiration Date for Bids: 05/14/2020

2) Physical Location of Jobsite for Project:
 Job Site Address: US-380
 Job Site City: Hondo
 Job Site County: Lincoln

3) Contracting Agency Name (Department or Bureau): County of Lincoln
 Contracting Agency Contact's Name: Orlando Samora
 Contracting Agency Contact's Phone: (575) 648-2385 Ext. 105

4) Estimated Bid Opening Date: 02/19/2020

5) Estimated total project cost: \$728,926.08
 a. Are any federal funds involved?: Yes - \$569,800.00
 b. Does this project involve a building?: Yes - New Hondo Senior Citizen Center
 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?: To construct a new senior citizen facility in Hondo, NM in Lincoln County

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$728,926.08	The County of Lincoln will plan, design, construct a new senior citizen facility located at Hwy 380 Mile Marker 107, Hondo, NM in Lincoln County (Latitude 33.403138000; Longitude -105.281894900). New construction will consist of: approximately 3,200 SF of standard foundations, slab on grad and site work for substructure; approximately 2,200 SF exterior walls; 22 exterior windows; 5 exterior doors; approximately 3,200 sf roof construction and roof covering; approximately 3,200 SF interior partitions, 10 interior doors; 2,300 SF interior wall finishes; 3,200 SF floor finishes; 2,200 SF ceilings acoustic lay in; 1000 SF ceilings acoustic lay in for wet areas; plumbing, HVAC heating and cooling; 8 supply and waste fixtures; electrical; lighting; communications; security; relocation of existing kitchen equipment; 300 SF screened and covered porch on west side; 150 SF entrance canopy; 1,400 LF walking/exercise path; solar water heating; pave ADA parking stall and compliant pathway; mobilization and demobilization; and related improvements.



PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

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



TYPE "B" – GENERAL BUILDING

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Workers/Heat and Frost insulators	32.26	12.06	0.60
Asbestos Workers/Heat and Frost insulators-Los Alamos County	34.69	12.06	0.60
Boilermaker/ blacksmith	34.97	28.85	0.60
Bricklayer/Block layer/Stonemason	24.46	8.81	0.60
Carpenter/Lather	24.63	11.24	0.60
Carpenter-Los Alamos County	27.80	13.19	0.60
Millwright/ pile driver	33.16	25.24	0.60
Cement Mason	21.07	10.33	0.60
Electricians-Outside Classifications-Zone 1			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/Tech	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60
Electricians-Outside Classification: Zone 2			
Ground man	23.27	12.67	0.60
Equipment Operator	33.39	15.35	0.60
Lineman/ technician	39.28	16.91	0.60
Cable Splicer	43.21	17.95	0.60



Electricians-Outside Classifications: Los Alamos			
Ground man	23.94	12.85	0.60
Equipment Operator	34.35	15.60	0.60
Lineman/ Technician	40.41	17.21	0.60
Cable Splicer	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1			
Wireman/ low voltage technician	32.70	11.18	0.60
Cable Splicer	35.97	11.28	0.60
Electricians-Inside Classification: Zone 2			
Wireman/ low voltage technician	35.64	11.27	0.60
Cable Splicer	38.91	11.37	0.60
Electricians-Inside Classification: Zone 3			
Wireman/ low voltage technician	37.61	11.33	0.60
Cable Splicer	40.88	11.43	0.60
Electricians-Inside Classification: Zone 4			
Wireman/ low voltage technician	41.20	11.44	0.60
Cable Splicer	44.47	11.53	0.60
Electricians-Inside Classification: Los Alamos			
Wireman/ low voltage technician	37.61	13.21	0.60
Cable Splicer	40.88	13.47	0.60
Elevator Constructor	43.80	35.25	0.60
Elevator Constructor Helper	35.04	35.25	0.60
Glazier			
Journeyman/ Fabricator	20.25	5.35	0.60

Delivery Driver	9.00	5.35	0.60
Ironworker	27.00	15.75	0.60
Painter (Brush/Roller/Spray)	17.00	6.88	0.60
Paper Hanger	17.00	6.88	0.60
Drywall- Light Commercial & Residential			
Ames tool operator	25.08	7.10	0.60
Hand finisher/machine texture	24.08	7.10	0.60
Plasterer	23.17	8.99	0.60
Plumber/Pipefitter	30.76	11.62	0.60
Roofer	25.23	7.97	0.60
Sheet metal worker			
Zone 1	31.03	17.26	.60
Zone 2 – Industrial	32.03	17.26	.60
Zone 3 – Los Alamos	33.03	17.26	.60
Soft Floor Layer	19.94	17.26	0.60
Sprinkler Fitter	30.90	22.29	0.60
Tile Setter	24.46	8.81	0.60
Tile Setter Helper/Finisher	16.53	8.81	0.60
Laborers			
Group I- Unskilled and semi-skilled	17.50	6.27	0.60
Group II- Skilled	18.50	6.27	0.60
Group III- Specialty	20.75	6.27	0.60
Masonry Laborers			
Group I- Unskilled and Semi-Skilled	18.00	6.27	0.60
Group II- Skilled	19.75	6.27	0.60
Group III- Specialty	20.25	6.27	0.60
Reinforcing iron workers and post tension	24.00	6.27	0.60



Operators			
Group I	20.95	7.27	0.60
Group II	23.11	7.27	0.60
Group III	23.57	7.27	0.60
Group IV	24.01	7.27	0.60
Group V	24.20	7.27	0.60
Group VI	24.41	7.27	0.60
Group VII	24.52	7.27	0.60
Group VIII	27.56	7.27	0.60
Group IX	29.95	7.27	0.60
Group X	33.35	7.27	0.60
Truck Drivers			
Group I-VII	16.45	7.87	0.60
Group VIII	16.51	7.87	0.60
Group IX	18.45	7.87	0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

**EXHIBIT 4-C
FEDERAL WAGE RATE DETERMINATION
(INITIAL REQUEST)**

EXHIBIT 4-C
REQUEST FOR FEDERAL WAGE RATE DETERMINATION/10 DAY CALL

Federal Wage Rates **MUST** be obtained from LGD office. Wages cannot be pulled from DOL website.

Check the appropriate box:
 Initial Request for Federal Wages 10 Day Call

To receive decision fill out this form and mail or fax to:

Local Government Division, DFA
Office# (505) 827-4983
Fax# (505) 827-4948
Suite 202, Bataan Memorial Building
Santa Fe, New Mexico 87501

DAB

CDBG Project #: 18-C-RS-I-01-G-13 Grantee: County of Lincoln Phone #: (575) 648-2385

Location of work to be performed: Hondo, NM 88336 County: Lincoln County

Date of Request: January 09, 2020 Est. Advertising Date: January 15, 2020 Est. Bid Opening: February 19, 2020

Description of Work (Exhibit "A" of Grant Agreement):

The County of Lincoln will plan, design, construct a new senior citizen facility located at Hwy 380 Mile Marker 107, Hondo, NM in Lincoln County (Latitude 33.403138000; Longitude -105.281894900). New construction will consist of: approximately 3,200 SF of standard foundations, slab on grad and site work for substructure; approximately 2,200 SF exterior walls; 22 exterior windows; 5 exterior doors; approximately 3,200 sf roof construction and roof covering; approximately 3,200 SF interior partitions, 10 interior doors; 2,300 SF interior wall finishes; 3,200 SF floor finishes; 2,200 SF ceilings acoustic lay in; 1000 SF ceilings acoustic lay in for wet areas; plumbing, HVAC heating and cooling; 8 supply and waste fixtures; electrical; lighting; communications; security; relocation of existing kitchen equipment; 300 SF screened and covered porch on west side; 150 SF entrance canopy; 1,400 LF walking/exercise path; solar water heating; pave ADA parking stall and compliant pathway; mobilization and demobilization; and related improvements.

Select type of construction:

Building: Generally includes construction of sheltered enclosures with walk-in access for housing persons, machinery, equipment or supplies. This includes all construction within and including the exterior walls, both above and below grade.

Highway: Includes construction, alteration or repair of roads, streets, highways, parking areas and other projects not incidental to building or heavy construction.*

Residential: Involves the construction, alteration or repair of single-family houses or apartment buildings no more than four stories tall.

Heavy: Is generally considered for all construction not properly classified as highway, residential, or building. Water and sewer line construction will typically be categorized as heavy construction.

***Federal definitions above are not identical to those issued by the New Mexico Department of Workforce Solutions. It is possible to have two different types of wage decisions.**

Send information to:

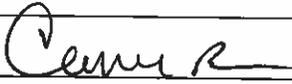
Name: David Roybal Phone #: (575) 393-9827 Email: droybal@pettigrew.us

Address: 100 E. Navajo Dr. Suite 100, Hobbs, NM 88240

To be completed by DFA/Local Government Division:

Decision Number: NM20200021 Date of Decision: 01-03-2020

Expires: _____ Supersedes Decision: NM2019 0021

Approved:  Date: 1-22-2020

DFA/Local Government Division



Sign in

Wage Determination

Overview

Document

History

Follow

What you think matters!

WAGE DETERMINATIONS

Davis-Bacon Act WD # NM20200021

Provide Feedback

Wage Determination

Modification #

0

Construction
Building

Published Date

Jan 03, 2020

States and Counties

State

New Mexico

Counties

Lincoln

Document

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"General Decision Number: NM202006^

Superseded General Decision Number: NM201906

State: New Mexico

Construction Type: Building

County: Lincoln County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include homes or apartments up to and including 4 st

Note: Under Executive Order (EO) 13658, an h
of \$10.80 for calendar year 2020 applies to
subject to the Davis-Bacon Act for which the
(and any solicitation was issued) on or after
If this contract is covered by the EO, the c
all workers in any classification listed on
determination at least \$10.80 per hour (or t
wage rate listed on this wage determination,
for all hours spent performing on the contra
year 2020. If this contract is covered by t
classification considered necessary for perf
the contract does not appear on this wage de
contractor must pay workers in that classifi
the wage rate determined through the conform
forth in 29 CFR 5.5(a)(1)(ii) (or the EO mir
if it is higher than the conformed wage rate
wage rate will be adjusted annually. Please
this EO applies to the above-mentioned types
entered into by the federal government that
to the Davis-Bacon Act itself, but it does >

ZONE 3: Extending up to 30 miles beyond Zone 2
ALBURQUERQUE, shall receive 15% above Zone 2

ZONE 4: Extending more than 30 miles beyond
ALBURQUERQUE, shall receive 26% above Zone 2

ENGI0953-007 06/01/2016

Rates

Power Equipment Operator
 (2) Roller(Dirt and Grade
 Compaction).....\$ 21.97
 (4) Bobcat/Skid Loader,
 Loader (Front End).....\$ 22.81
 (8) Crane.....\$ 26.10

* IRON0495-009 06/01/2019

Rates

IRONWORKER, ORNAMENTAL.....\$ 27.00
IRONWORKER, STRUCTURAL (Metal
Building Erection Only).....\$ 27.00

PLUM0412-007 04/01/2018

Rates

PIPEFITTER (Including HVAC
Pipe Installation).....\$ 33.05
PLUMBER (Excluding HVAC Pipe
Installation).....\$ 33.05

SHEE0049-012 04/01/2019

Sheet Metal Worker (HVAC Duct
and System Installation Only)....\$ 31.03

SUNM2010-009 11/09/2010

Rates

BOILERMAKER.....\$ 21.77

BRICKLAYER.....\$ 20.36

CARPENTER (Acoustical Ceiling
Installation Only).....\$ 27.11

CARPENTER (Drywall Hanging
Only).....\$ 27.11

CARPENTER (Form Work Only).....\$ 20.86

CARPENTER, Excludes
Acoustical Ceiling
Installation, Batt
Insulation, Drywall Hanging,
Form Work, and Metal Stud
Installation.....\$ 27.11

CEMENT MASON/CONCRETE FINISHER...\$ 24.47

DRYWALL FINISHER/TAPER.....\$ 19.64

ELECTRICIAN (Low Voltage
Wiring for Alarms).....\$ 28.25

FLOOR LAYER: Carpet.....\$ 22.31

GLAZIER.....\$ 20.15

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INSULATOR - BATT.....\$ 24.44

IRONWORKER, REINFORCING.....\$ 20.84

IRONWORKER, STRUCTURAL,
Excludes Metal Building
Erection.....\$ 29.35

LABORER: Common or General.....\$ 13.12

LABORER: Landscape &
Irrigation.....\$ 10.60

LABORER: Mason Tender - Brick...\$ 13.77

LABORER: Mason Tender -
Cement/Concrete.....\$ 11.51

LABORER: Pipelayer.....\$ 13.78

OPERATOR: Backhoe.....\$ 23.89

OPERATOR: Forklift.....\$ 21.13

OPERATOR: Grader/Blade.....\$ 21.39

PAINTER: Brush, Roller and
Spray, Excludes Drywall
Finishing/Taping.....\$ 17.89

PLASTERER.....\$ 17.65

ROOFER.....\$ 13.24

SHEET METAL WORKER, Excludes
HVAC Duct and Unit
Installation.....\$ 22.01

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TILE FINISHER.....\$ 14.02

TILE SETTER.....\$ 19.00

TRUCK DRIVER: Dump Truck.....\$ 15.36

TRUCK DRIVER: Pickup Truck.....\$ 15.91

TRUCK DRIVER: Water Truck.....\$ 16.25

WELDERS - Receive rate prescribed for craft operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing a Requirement for Federal Contractors to Provide Paid Sick Leave, applies to all contracts for Federal Contractors applies to all contracts for Federal Contractors (Davis-Bacon Act for which the contract is awarded on or after January 1, 2015, and for which a solicitation was issued) on or after January 1, 2015. If a contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for each hour of work, up to 56 hours of paid sick leave per year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs; for preventive care; to assist a family member (like family to the employee) who is ill, injured, or has health-related needs, including preventive care; to assist a family member (like family to the employee) who is a victim of domestic violence, sexual assault, or stalking. Additional contractor requirements and worker protection information is available at www.dol.gov/whd/govcontracts

Unlisted classifications needed for work not within the scope of the classifications listed may be awarded only as provided in the labor standards

The body of each wage determination lists the classification and wage rates that have been found to be prevalent for the cited type(s) of construction in the area covered by the determination. The classifications are listed in the order of "identifiers" that indicate whether the rate is a union rate (current union negotiated rate), a survey rate (weighted average rate) or a union survey rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation is used in dotted lines beginning with characters of "UAVG" denotes that the union classification is the union prevailing for that classification in the survey. For example, PLUM0198-005 07/01/2014. PLUM is an abbreviation for the union which prevailed in the survey for that classification, which in this example would be Plumbers Local 0198. 005 indicates the local union number or district where applicable, i.e., Plumbers Local 0198. 005 in the example, is an internal number used for the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is 2014.

Union prevailing wage rates are updated to reflect changes in the collective bargaining agreements for this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier

< [REDACTED] >

the published rate is derived by computing a weighted average rate based on all the rates reported in the classification. As this weighted average rate is based on all the rates reported in the survey, it may include non-union rates. Example: SULA2012-007 5/13/2014. The rates are survey rates based on a weighted average calculation of rates and are not majority rates. SULA is the State of Louisiana. 2012 is the year of these classifications and rates are based on. 007 is the example, is an internal number used in wage determination. 5/13/2014 indicates the date for the classifications and rates under

Survey wage rates are not updated and remain the same until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for the classification; however, 100% of the data for the classification was union data. EXAMPLE: UAVG OH 08/29/2014. UAVG indicates that the rate is a union average rate. OH indicates the state. The example, is an internal number used in wage determination. 08/29/2014 indicates the survey date for the classifications and rates under that

A UAVG rate will be updated once a year, usually in August of each year, to reflect a weighted average of negotiated/CBA rate of the union locals from that year based.

1.) Has there been an initial decision in the matter to be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a wage determination matter
- * a conformance (additional classification)

On survey related matters, initial contact, for summaries of surveys, should be with the Regional Office for the area in which the survey is conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response to initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for review, the process described here, initial contact should be with the Branch of Construction Wage Determinations.

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is "no", the interested party (those affected by the action) should request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (e.g., payment data, project description, area practice, etc.) that the requestor considers relevant to the request.

3.) If the decision of the Administrator is not satisfactory, the interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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History

🕒 Jan 03, 2020

NM20200021 - Modification 0

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● Sunday, Jan 12, 2020, 9:42 AM

MICHELLE LUJAN GRISHAM
GOVERNOR



OLIVIA PADILLA-JACKSON
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

January 23, 2020

David Roybal
100 E. Navajo Dr. Suite 100
Hobbs, NM 88240

RE: Initial Request for Federal Wage Determination: County
Project Number: 18-C-RS-I-01-G-13

Purpose:

The County of Lincoln will plan, design, construct a new senior citizen facility located at Hwy 380 Mile Marker 107, Hondo, NM in Lincoln County (Latitude 33.403138000; Longitude -105.281894900). New construction will consist of:

approximately 3,200 SF of standard foundations, slab on grad and site work for substructure; approximately 2,200 SF

exterior walls; 22 exterior windows; 5 exterior doors; approximately 3,200 sf roof construction and roof covering; approximately 3,200 SF interior partitions, 10 interior doors; 2,300 SF interior wall finishes; 3,200 SF floor finishes;

2,200 SF ceilings acoustic lay in; 1000 SF ceilings acoustic lay in for wet areas; plumbing, HVAC heating and cooling; 8

supply and waste fixtures; electrical; lighting; communications; security; relocation of existing kitchen equipment; 300 SF

screened and covered porch on west side; 150 SF entrance canopy; 1,400 LF walking/exercise path; solar water heating;

pave ADA parking stall and compliant pathway; mobilization and demobilization; and related improvements

Type of Construction: **Building**

Wage Decision Number: **NM 202000021**

Date of Decision: **01/03/2020**

Dear Mr. Roybal,

Attached are the results of the initial Davis-Bacon Wage Determinations. Also, the procedure to request the State Wage rates are written in (Exhibit 4-B) Request for State Wage Determination. The Federal and State predetermined wage rates are required to be included in bid contracts for the Community Development Block Grant (CDBG) project which the Davis-Bacon and related Acts apply.

To confirm there are no modifications to the federal wage determinations, within ten (10) days prior to bid opening, please contact me to determine if superseding changes have been made. Any modifications to the federal wage decision must be made available to all contractors who received the original bid

package. After bid opening for any contract not awarded within 90 days, you must once again, contact me to determine if superseding changes have been made.

Contractor(s) and subcontractor(s) on this project are required to certify that their firm is eligible to be awarded Government contracts by virtue of the Davis-Bacon Act or HUD contracts. Verification of eligibility of the contractor(s) registration in the System of Award Management (SAM) is approved by the Local Government Division (LGD) by submitting (Exhibit 1-X) Contractor/Subcontractor Clearance Form.

Contractor(s) and subcontractor(s) on this project are required to attend the preconstruction conference and address all the subjects in the (Exhibit 4-L) CDBG Preconstruction Conference Minutes with Required Elements. Refer to the CDBG Implementation Manual – Chapter 4 on our processes, forms and resources used to assist you with questions or concerns regarding required bid documents, equal opportunity, labor standards, and other requirements.

Included is the web link to “Making Davis-Bacon Work: A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects”
<https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/>. If you do not have access to this web site, please feel free to request a copy from me.

If you should need additional information or have any questions, please contact NAME, Project Manager at ~~827-xxxx~~. 827-4957 DAVID BUCHEN.

Sincerely,



Camille Baca-Martinez
LGD, Administrative Assistant

**EXHIBIT 4-C
FEDERAL WAGE RATE DETERMINATION
(10-DAY CALL)**

EXHIBIT 4-C
REQUEST FOR FEDERAL WAGE RATE DETERMINATION/10 DAY CALL

Federal Wage Rates **MUST** be obtained from LGD office. Wages cannot be pulled from DOL website.
Check the appropriate box: Initial Request for Federal Wages 10 Day Call

To receive decision fill out this form and mail to:

Local Government Division, DFA; Suite 202, Bataan Memorial Building; Santa Fe, New Mexico 87501
or email to: Administrative Assistant, Camille Baca at Camille.Baca@state.nm.us, 505-827-8051 and CDBG Project Manager

CDBG Project #: 18-C-RS-1-01-G-13 Grantee: County of Lincoln Phone #: _____

Location of work to be performed: Hondo, NM County: Lincoln

Date of Request: April 13, 2020 Est. Advertising Date: March 26, 2020 Est. Bid Opening: April 23, 2020

Description of Work (Exhibit "A" of Grant Agreement):

The County of Lincoln will plan, design, construct a new senior citizen facility located at Hwy 380 Mile Marker 107, Hondo, NM in Lincoln County (Latitude 33.403138000; Longitude -105.281894900). New construction will consist of: approximately 3,200 SF of standard foundations, slab on grad and site work for substructure; approximately 2,200 SF exterior walls; 22 exterior windows; 5 exterior doors; approximately 3,200 sf roof construction and roof covering; approximately 3,200 SF interior partitions, 10 interior doors; 2,300 SF interior wall finishes; 3,200 SF floor finishes; 2,200 SF ceilings acoustic lay in; 1000 SF ceilings acoustic lay in for wet areas; plumbing, HVAC heating and cooling; 8 supply and waste fixtures; electrical; lighting; communications; security; relocation of existing kitchen equipment; 300 SF screened and covered porch on west side; 150 SF entrance canopy; 1,400 LF walking/exercise path; solar water heating; pave ADA parking stall and compliant pathway; mobilization and demobilization; and related improvements.

Select type of construction:

Building: Generally includes construction of sheltered enclosures with walk-in access for housing persons, machinery, equipment or supplies. This includes all construction within and including the exterior walls, both above and below grade.

Highway: Includes construction, alteration or repair of roads, streets, highways, parking areas and other projects not incidental to building or heavy construction.*

Residential: Involves the construction, alteration or repair of single-family houses or apartment buildings no more than four stories tall.

Heavy: Is generally considered for all construction not properly classified as highway, residential, or building. Water and sewer line construction will typically be categorized as heavy construction.

***Federal definitions above are not identical to those issued by the New Mexico Department of Workforce Solutions. It is possible to have two different types of wage decisions.**

Send information to:

Name: David Roybal Phone #: (575) 393-9827 Email: droybal@pettigrew.us

Address: 100 E. Navajo Dr. Suite 100, Hobbs, NM 88240

To be completed by DFA/Local Government Division:

Decision Number: _____ Date of Decision: _____

Expires: _____ Supersedes Decision: _____

Approved: _____ Date: _____
DFA/Local Government Division

[Insert APPROVED EXHIBIT 4-C
REQUEST FOR FEDERAL WAGE RATE DETERMINATION/10-DAY CALL]

EXHIBIT 4-D
ARCHITECT'S & ENGINEERS CERTIFICATION COMPLIANCE WITH
MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

EXHIBIT 4-D
ARCHITECT'S & ENGINEERS CERTIFICATION COMPLIANCE WITH
MINIMUM
STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Contract No: CDBG 18-C-RS-I-01-G-13

Project Name: 2019 - 2020 NEW HONDO SENIOR CITIZEN CENTER

Pursuant to the requirements of the Americans with Disabilities Act (ADA) of 1990, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By the Physically Handicapped, Number a-1117.1R-1971 (as modified by 41 CFR 101-19.603)

Architect for the Project: YABUMOTO – Architects – LLC
(Legal Name and Address)

110 Corrida de Rio

PO Box 2484

Alto, NM 88312

Registration Number: 3275

Architect Signature: 

PRINT NAME: Gary Yabumoto – AIA, LEED AP

Grantee Official Signature: 

PRINT NAME: Nita Taylor – Lincoln County Manager

Date: March 19, 2020