



TOWN OF TAOS

**INVITATION FOR BIDS INCLUDING
BIDDING SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

BID # 19-20-01

WEIMER ROAD DRAINAGE & ROAD IMPROVEMENTS

BID OPENING

DATE: October 1, 2019

TIME : 2:00 PM local time

LOCATION: Town Hall Conference Room 109
400 Camino de la Placita, Taos N.M.

MAYOR

Daniel R. Barrone

COUNCIL MEMBERS

Nathaniel Evans

Darien Fernandez

George "Fritz" Hahn

Pascualito Maestas

TOWN MANAGER

Rick Bellis

Bid 19-20-01 Weimer Road Drainage & Road Improvements
TOT: tt 08/07/2019

The Weimer Road Drainage & Road Improvements Plans were prepared by:

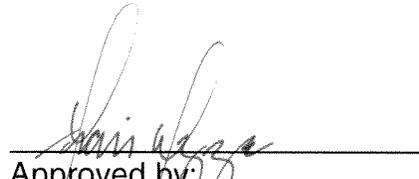
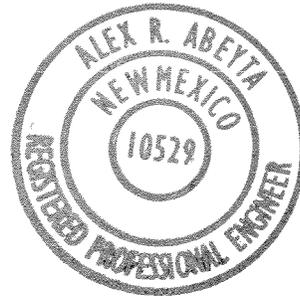
Abeyta Engineering, Inc.
P.O. Box 1499
209-D Camino de La Merced
Ranchos de Taos, New Mexico 87557

The Technical Material and data contained in the bidding specifications and contract documents were prepared by both the Town of Taos and Abeyta Engineering, Inc. and were reviewed by Mr. Alex R. Abeyta, P.E., whose seal as a Professional Engineer, licensed to practice in the State of New Mexico is affixed below.



Engineer of Record
Alex R. Abeyta, P.E.
(Seal)

10529
License No.



Approved by:
Francisco Espinoza,
Town of Taos
Public Works Director

8-7-19
Date

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record (Abeyta Engineering, Inc.), in writing.

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TECHNICAL SPECIFICATIONS

This project will be governed by the New Mexico Standard Specifications for Public Works Construction (most current edition); the below/attached specification sections and the New Mexico State Highway and Transportation Department Standard Specifications For Highway and Bridge Construction (most current edition). If there are conflicts between these standard specifications, the more stringent standard shall govern.

<u>Specification Section</u>	<u>Description</u>
101	Portland Cement Concrete
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116	Asphalt Concrete
135	Corrugated Metal Pipe and Arches
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202	Roadway Excavation
204	Fill Construction
205	Borrow Material
207	Lean Fill Construction
301	Subgrade Preparation
302	Aggregate Base Course Construction
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320	Utility and Monument Access Cover Adjustments
336	Asphalt Concrete Pavement
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343	Removal and Disposal of Existing Pavements, Curbs, Gutters, Sidewalks, and Drivepads
349	Concrete Curing
400	Traffic Control

401	Concrete Wall and Metal Barrier
440	Reflectorized Painted Pavement Markings
441	Retroreflective Preformed Plastic Pavement Markings
501	Excavation and Backfill for Structures
510	Concrete Structures
701	Trenching, Excavation and Backfill
910	Storm Sewer Pipe Installations
915	Storm Sewer Drainage Appurtenances
920	Sanitary and Storm Sewer Manholes
1200	Barricading and Temporary Traffic Control

WEIMER ROAD DRAINAGE AND ROAD IMPROVEMENTS (DRAWINGS/PLANS)

WEIMER ROAD DRAINAGE IMPROVEMENTS (BASE BID)

<u>Sheet Number(s)</u>	<u>Sheet Title</u>
C1	Cover sheet
C2	Vicinity Map, Summary of Quantities, and Index of Sheets
C3	General Notes and Typical Section
C4	Weimer Road Plan & Profile
C5	Weimer Road Cross Sections
C6	Drainage Structures Plan & Profile
C7	Outlet Headwall Sections

WEIMER ROAD IMPROVEMENTS (BASE BID)

<u>Sheet Number(s)</u>	<u>Sheet Title</u>
C1	Cover sheet
C2	Vicinity Map, Summary of Quantities, and Index of Sheets
C3	General Notes
C4	Reconstruction Plan and Typical Section

WEIMER-MAESTAS INTERSECTION IMPROVEMENTS (ADDITIVE ALTERNATE #1)

<u>Sheet Number(s)</u>	<u>Sheet Title</u>
C1	Cover sheet
C2	Vicinity Map, Summary of Quantities, and Index of Sheets
C3	General Notes and Typical Section
C4	Demolition Plan
C5	Grading and Drainage Plan

**TOWN OF TAOS
INVITATION FOR BIDS**

OVERVIEW

The Town of Taos hereby issues its Invitation for Bids for the Weimer Road Drainage & Road Improvements Project, Bid No. 19-20-01.

Bid Opening will take place on October 1, 2019 at 2:00 p.m. at the Town of Taos Municipal Building (Town Hall), Room 109, 400 Camino de la Placita, Taos, New Mexico 87571.

The Town of Taos is soliciting bids for a public road and drainage improvements project. The base bid includes improvements to Weimer Road at two locations which are identified as the Weimer Road Improvements and the Weimer Road Drainage Improvements projects. Additive Alternate No. 1 is for the Weimer-Maestas Intersection Improvements project. Bidders must review the plans for specific project requirements.

See detailed bid documents including design professionals specifications and drawings for specifics of this project.

A mandatory pre-bid conference will be held at the Town of Taos Public Works Office, 1030 Dea Lane, Taos, NM on September 17, 2019, 10:00 AM local time.

Bidders will be required to comply with all of the terms and conditions set forth in the bidding documents, as defined below, and must fill out and timely submit all of required forms and information called for in the bidding documents.

LEGAL NOTICE

Notice is hereby given that the Town of Taos, New Mexico calls for Sealed Bids for:

IFB # 19-20-01
Weimer Road Drainage & Road Improvements

The Weimer Road Drainage and Road Improvements base bid consists of improvements to Weimer Road at two locations which are identified as the Weimer Road Improvements and the Weimer Road Drainage Improvements Projects. Additive Alternate No. 1 is for the Weimer-Maestas Intersection Improvements Project. Bidder must review the plans and specifications for specific project requirements.

Complete sets of the bidding documents are available in digital PDF format upon request to the office of Abeyta Engineering, Inc. by e-mailing aeinc@newmex.com or calling 575.737.0377. The successful contractor will be provided with several hard copies of the plans and specifications.

The Contract Documents and Plans may be examined at the following locations:

Construction Reporter, 1609 2nd St. NW, Albuquerque, NM 87102, (505) 243-9793

Builders News & Plan Rm, 3435 Princeton Dr. NE, Albuquerque, NM 87107, (505) 884-1752

Town of Taos, Procurement Office, 400 Camino de la Placita, Taos, NM (575) 751-2025

A Mandatory Pre-Bid Conference which will be held at the Town of Taos Public Works Office, 1030 Dea Lane, Taos, NM on Monday, September 17, 2019, 10:00 AM Local Time.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

Sealed Bids must be received by the Town of Taos Procurement Officer, at the Purchasing Office, Taos Town Hall Room 202, 400 Camino de la Placita, Taos, New Mexico 87571 no later than **2:00 P.M. Local Time, Tuesday, October 1, 2019** at which time the bids will be opened at the Town of Taos Municipal Building (Town Hall), Room 109, 400 Camino de la Placita, Taos, New Mexico 87571.

As per NMSA 1978, Sections 13-1-131 and 13-1-132, the Town of Taos reserves the right to cancel this procurement or reject any/all bid proposals if it is in the best interest of the Town to do so, and to waive all technical irregularities not involving price, time or changes in work.

By Order of the Governing Body
Town of Taos

/s/Sharon Voigt,
Procurement Officer
(575) 751-2025

Published:

September 12, 2019
Albuquerque Journal
legals@abqpubco.com

Bid 19-20-01 Weimer Road Drainage & Road Improvements
TOT: tt 08/07/2019

September 12, 2019
Taos News
classads@taosnews.com

Bid 19-20-01 Weimer Road Drainage & Road Improvements
TOT: tt 08/07/2019

INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents have the following meanings:

- A. ADDENDUM:** A written or graphic document issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. (Plural: addenda).
- B. ALTERNATE BID/ BID ALTERNATE:** Amount stated in the Bid as the sum to be added to or deducted 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.
- C. BASE BID:** Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding Alternate Bids.
- D. BID:** 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.
- E. BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
- F. BIDDING DOCUMENTS:** All documents setting forth Bidding Requirements and the Contract Documents including Design Professional drawings and specifications.
- G. 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. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
- H. BIDDING REQUIREMENTS:** All requirements set forth in Notice of Invitation to Bid, Prebid 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.
- I. CONTRACT DOCUMENTS:** Agreement between the Owner and a the Contractor for the performance or construction of the project; bidding documents, any Addenda, project specifications including Design Professional drawings or specifications; the bid submitted by the contracting party including all attachments and amendments; and any other documents agreed to by the Owner and Contractor as governing the project.
- J. DAY:** Day shall mean calendar day unless defined otherwise.
- K. DESIGN PROFESSIONAL:** The New Mexico licensed architect, engineer or landscape architect who has been awarded a contract by the Owner to design the project.
- L. INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.
- M. PROJECT:** The project covered by this Invitation for Bids.
- N. RESPONSIBLE BIDDER:** A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and 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.
- O. RESPONSIVE BID:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
- P. SUCCESSFUL BIDDER:** 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:

- A.** Examine the Bidding Documents thoroughly;
- B.** Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance;
- C.** 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
- D.** 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 lands upon which the Work is to be performed, rights-of-way for access thereto, and any 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 Section 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 for the deposit sum of \$100.00 per bid set may be obtained from the Design Professional. Checks shall be payable to the Town of Taos. The deposit will be refunded to Bidders who return the bidding Documents in good and complete condition within ten (10) 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 Design Professional assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner and the Design Professional, 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 Design Professional or the Owner's Procurement Officer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Design Professional or the Procurement Officer as having received the Bidding Documents. **Questions received less than five (5) days prior to the date for opening of Bids may not be answered.** Only answers to questions provided in the form of formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractors shall promptly notify the Design Professional of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

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 Design Professional, application for such acceptance will not be considered by the Design Professional unless submitted to the Design Professional and including a detailed itemized comparison of the proposed substitution with the specified product at least five **(5) days prior to the date for opening Bids**. Any allowance of substitutions will be published to all prospective Bidders via addendum.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Design Professional or the Owner's Procurement Officer 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 invitation 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 Bid Form included with the Bidding Documents.

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

4.1.3 Where so indicated by the Bid Form, 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 Any interlineations, alteration, or erasure must be initialed by the signer of the bid.

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 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.

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

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

4.1.9 The Project Name and Number, as well as the Invitation to Bid Number, shall be clearly shown on the outside of the envelope in which the sealed 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 (Section 13-1-146, NMSA 1978) and approved in writing by the Owner in advance. All Contractor 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 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

4.2.2 The bid security shall be in the amount of five percent (5%) of the Bid amount submitted by the Bidder, 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 there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, 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:

- A.** the Contract has been executed and 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 (13-1-186, NMSA 1978) to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in Paragraph 7. 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 Design Professional of Record or the Owner's Procurement Officer, will conduct a pre-bid conference as stated in the Invitation to Bid.

4.3.2 The Design Professional of Record and or his consultants, as applicable, shall be represented. Prospective Bidders, Prospective Subcontractors, and Prospective Vendors are encouraged to attend (unless attendance at the Pre-Bid Conference is mandatory in order to submit a bid) 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 such non-participants at the Pre-bid Conference. Such clarity and acceptability shall be presumed with respect to all such Bidders.

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

4.4 RESIDENT CONTRACTOR'S PREFERENCE – SEE ATTACHMENT

4.4.1 When Bids are received from nonresident contractors and resident contractors and the lowest responsible Bid is from a nonresident contractor, the contract shall be awarded to the resident contractor whose Bid is nearest to the bid price of the otherwise low nonresident contractor if the Bid price of the resident contractor is made lower than the Bid price of the nonresident contractor when multiplied by a factor of ninety-five one-hundredths (13-4-2E NMSA 1978). Awards of public works contracts must be made to resident contractors whenever practicable. (13-4-1 NMSA 1978. **This preference does not apply to federally funded projects** (13-4-3 NMSA 1978).

4.4.2 No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the New Mexico Taxation & Revenue Department as a resident contractor pursuant to this section by making application to the New Mexico Taxation & Revenue Department and receiving from them a certification number.

4.5 SUB-CONTRACTORS

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, and shall include the New Mexico Department of Workforce Solutions Labor Relations Division Public Works Bureau registration number and registration certificate for any subcontractor whose bid will exceed sixty thousand dollars (\$60,000). (13-4-13.1 NMSA 1978)

4.5.2 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 Design Professional 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.

4.5.3 Omission or non-compliance with the intent of the Subcontractor Listing will be grounds for considering a bid as non-responsive.

4.5.4 Prior to the award of the Contract, the Design Professional or the Owner will notify the Bidder in writing if either the Owner or the Design Professional, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on the sub contractor list. If the Owner or Design Professional 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.

RESIDENT BUSINESS PREFERENCE OR RESIDENT VETERAN BUSINESS PREFERENCE

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

Resident Business Preference

New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>.

Respondent must attach a copy of your preference certificate if applicable.

Veterans' Preference Certification

For the Respondent to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the New Mexico Taxation & Revenue Department. The application for preference may be downloaded at the following website: <http://www.tax.newmexcio.gov/forms-and-publications/pages/recently-updated.aspx>

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

Resident Veteran Businesses with annual revenues of \$1M or less are to receive a 10% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference on their proposals.

Resident Veteran Businesses with annual revenues of more than \$5M are to receive 7% preference on their proposals.

The 7%, 8% or 10% as indicated above will be added to the total points received for the Evaluation Criteria.

The Resident Veteran Business Preference is separate from the Resident Business Preference and is not cumulative with that preference. However, Resident Veteran Businesses can still receive the resident business Preference once the Resident Veteran Business Preference cap is exceeded

Respondent must attach a copy of your Veterans' Preference Certificate and Certification, if applicable.

No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has qualified with the NM Department of Taxation & Revenue as a resident contractor pursuant to this section by making application and receiving from them a certification number. It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference or Veterans' Preference to apply for Certification; and to receive approval and a certification number, which must be included in the Proposal prior to bid opening deadline date and time.

Veterans Preference Certification

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

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

(signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

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

4.5.5 The Successful Bidder shall, within ten (10) days of Notice of Award of the Contract for the Work, submit to the Design Professional all of the requirements of Subparagraph 6.1.

4.5.6 The Successful Bidder will be required to establish to the satisfaction of the Design Professional and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

4.5.7 Persons and organizations proposed by the Bidder and to whom the Owner and the Design Professional have made no reasonable objection under the provisions of Paragraph 4.5.4 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 Design Professional.

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

4.6 SUBMISSION OF BIDS

4.6.1 Bid, bid security, Subcontractors Listing Form, and other required documents listed in the Bidding Documents shall be submitted in an opaque sealed envelope marked in accordance with Subparagraph 4.6.2 below.

4.6.2 The Bid envelope shall be addressed at the front center of the envelope to:

TOWN OF TAOS
ATTN: SHARON VOIGT,
PROCUREMENT OFFICER
400 CAMINO DE LA PLACITA
TAOS, NM 87571

Each bid shall be submitted in a sealed envelope with a Project /Bid number, and the name and address of the bidder plainly marked on the outside of the envelope.

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 to the Owner, including those Bids submitted by mail or otherwise. Bids hand delivered to the Bid Opening Address shall be received beginning one hour prior to the bid. Bids will be clocked in at the time received, which must be prior to the time specified deadline. Bids will then be held for public opening.

4.6.5 Oral, telephonic, fax or e-mail, 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 e-mail notice to the location designated in the Invitation for Bid as the place where bids are to be received.

4.7.2 In conformance with Section 4.2., bid security, if required, shall be in an amount sufficient for the bid as modified or resubmitted.

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 which makes his Bid non-responsive may be permitted to withdraw his Bid if the:

- A.** mistake is clearly evident on the face of the Bid Document; or
- B.** Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

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 written 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 all requirements and Conditions of the Construction Contract (General, Supplementary, Project and Other Conditions). See proposed contract document contained in these bid documents.

4.9 REJECTION OR CANCELLATION OF BIDS

An Invitation for Bids 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 therefore shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder. (13-1-131 NMSA 1978).

4.10 CONSIDERATION OF BIDS

4.10.1 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).

4.10.2 BID EVALUATION AND AWARD

4.10.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the lowest responsible 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).

4.10.2.2 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 Section 6 as to Post-Bid Information that may be required of a Contractor as to qualifications.

4.10.2.3 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

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submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates).

4.10.2.4 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.

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

4.11 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness (13-1-108, NMSA 1978).

4.12 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.

5.0 PROTESTS

5.1 Any bidder, offerer, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner's Central Purchasing Agent/Procurement Officer. The protest should be made in writing within twenty-four (24) hours after the protesting party has knowledge of 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).

5.2 In the event of a timely protest under Subparagraph 5.1 (13-1-172, NMSA 1978 of the Procurement Code), the Owner's Central Purchasing Agent/Procurement Officer and the Owner shall not proceed further with the procurement unless the Owner's Purchasing Agent/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).

5.3 The Owner's Central Purchasing Agent /Procurement Officer or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder, offerer, or contractor concerning a procurement. (13-1-174 NMSA 1978)

5.4 The Owner's Central Purchasing Agent /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 Section 13-1-183, NMSA 1978 of the Procurement Code (13-1-175, NMSA 1978).

5.5 A copy of the determination issued under Section 13-1-175, NMSA 1978 of the Procurement Code shall immediately be mailed to the protestant and other bidders or offerers involved in the procurement (13-1-176, NMSA 1978).

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO DESIGN PROFESSIONAL

Within ten (10) days of Notice of Award and prior to construction, the following shall be submitted by the successful bidder to the Design Professional:

- A. the Contractor required bonds and Certificates of Insurance;
- B. for the Owner's consideration for approval, a resume and Statement of Qualification of proposed Superintendent(s) and assistants until acceptable individuals are selected;
- C. signed Subcontractors List including contract amount of each, evidence of required bonds, costs of each bond, and beneficiary of each bond; evidence of Department of Workforce Solutions Labor Relations Division Public Works Bureau registration if required by 13-4-13.1 NMSA 1978 and evidence of CID licensure;
- D. Assignment of Antitrust Claims (required for the Contractor, all Subcontractors, and all Suppliers);
- E. Certificate of Insurance;
- F. State W-9;
- G. evidence of other bonds or documents as specified in the Bidding Documents;

6.2 RETURN OF BID SECURITY

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. 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 Contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder.

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract 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 it receives from the Owner a final proposed contract, which the Owner shall provide within or reasonably promptly after Notice of Award. If the Contract is not executed by the Owner within forty-five (45) days following receipt from the Bidder of the signed Contract with Bonds and Certificate, the Bidder shall have the right to withdraw his proposal without penalty unless the Bidder has previously agreed to extend the date for acceptance by the Owner. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 REQUIREMENT OF SIGNED WRITTEN AGREEMENT

Before the successful bidder and the Owner are contractually bound, they must execute a written construction contract and any other written contract document required by the Design Professional. A sample of the Owner's standard construction contract is included in this Invitation for Bids. Any bidder who objects to any of the terms of the sample contract shall state such objection and any suggested changes with or prior to its bid. The attached sample construction contract is offered by way of example. The contracting parties may agree on changes to its specific terms not inconsistent with the bidding documents.

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 Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) calendar days after the date of the receipt of the final proposed contract from the Owner following 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 by the Owner, 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

7.1 The bid will be awarded on the base bid and accepted alternates. The Owner may accept from the apparent low bidder prior to the Award, a reduction to the bid cost or time and, may discuss with the apparent low bidder potential deductive modifications to the Work prior to the Award. However, the Award shall be made on the basis of un-modified Construction Documents with alternates accepted in accordance with this Paragraph 7.0.

7.2 If the lowest responsible bid has otherwise qualified, and if there is no change in the original project scope, terms or conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.

7.3 Successful bidders and their sub contractors must comply with the Prompt Payment Act, 57-28-1 NMSA 1978.

8.0 Registration with the Department of Workforce Solutions, Labor Relations Division Public Works Bureau as required by the Public Works Minimum Wage Act and the Procurement Code.

8.1 Bidders must comply with the following requirements of law:

13-4-13.1 NMSA: Public Works contracts, registration of contractors and subcontractors

A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (60,000) for a public works project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) the contractor serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with workforce solutions department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

13-1-105 NMSA 1978 Competitive sealed bids; receipt and acceptance of bids.

A. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code (13-1-28 NMSA 1978). In addition to the requirement for the prime contractor and subcontractors to be registered as provided in Section 13-4-13.1 NMSA 1978, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by Section 13-4-13.1 NMSA 1978 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978.

B. If the lowest responsible bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest bidder may negotiate with the purchaser for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to ten percent higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than ten percent over budgeted project funds.

8.2 A bidder must supply with its bid a copy of its Labor Relations Division Department of Workforce Solutions Public Works Bureau registration as required in Paragraph 8.1 and 13-4-13.1 NMSA 1978 along with the registrations for all subcontractors required to register pursuant to Paragraph 8.1 and 13-4-13.1 NMSA 1978.

BID FORM (Lump Sum or Unit Price)

BIDDER'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

ITB NO.: BID 16-17-04

PROJECT NAME: Salazar Road
Extension

PROJECT NO.:

LOCATION: Salazar Road, Town of
Taos, Taos, NM

This Bid is submitted to Owner:

By:

**TOWN OF TAOS
400 CAMINO DE LA PLACITA
TAOS, NM 87571
ATTENTION: PROCUREMENT
OFFICER**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Town of Taos Construction Contract the Owner in the form included in the Bidding Documents (subject to modification agreed to by the parties) 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. 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 forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Town of Taos Construction contract 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 it receives from Owner the final proposed form of contract with or reasonably promptly after the Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents that:

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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. _____ Title: _____ Date: _____
No. _____ Title: _____ Date: _____
No. _____ Title: _____ Date: _____

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 Bidding Documents or other Information Available to Bidders and accepts the determination set forth in such documents and 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 Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and any written resolution thereof the Design Professional has provided 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 or the Design Professional 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, and Invitation to Bid Number; and,

I. the Bidder will complete the Work for the price(s) set forth in the Bid Schedule, provided with this book. **do not include any gross receipts tax in the price(s)**.

4. Bids shall be presented in the form of a total Base Bid proposal on the Bid Schedule form provided stating a Unit Price for each listed item and for total bid amount 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 by the Owner.

A. UNIT PRICE

SEE PAGE 22A FOR UNIT PRICE BID SCHEDULE

(\$ _____)

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:

ITEM

UNIT PRICE (in words)

SEE PAGE 22A FOR UNIT PRICE BID SCHEDULE

(\$ _____)

5.

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 120 calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Five Hundred Dollars (\$500) 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. The following documents are attached to and made a condition of this Bid:

- A.** Bid Security with Agent's Affidavit;
- B.** Subcontractors Listing;
- C.** Campaign Disclosure
- D.** Copy of NM Resident bidder Preference Certificate/Veteran's Preference Certificate

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E. A Copy of registration with the New Mexico Department of Workforce Solutions Labor Relations Division Public Works Bureau for the Public Works Minimum Wage Act is required for General Contractor and sub-contractor(s) submitting a bid over \$60,000.00.

F. Copy of Contractor's Licenses'

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract, included as part of the Bidding Documents, have the meanings assigned to them in those documents.

8. The Bidder is a(n):

A. INDIVIDUAL;

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Telephone: (____) _____

FAX: (____) _____

Weimer Road Drainage Improvements

Bid Schedule

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Clearing and Grubbing	1	LS		
2	Construction Staking by Contractor	1	LS		
3	Removal of Existing Structure and Obstructions	1	LS		
4	Traffic Control Management	1	LS		
5	Mobilization	1	LS		
6	Unclassified Excavation/Haul	30	CY		
7	Pit Run Fill	220	CY		
8	Base Course 6" Thick (compacted in place)	460	SY		
9	Reinforced Concrete Headwalls (15.41 CY)	416	CF		
10	5' x 10' Median Drop Inlet (H=8.5')	1	EA		
11	60" Culvert Pipe	60	LF		
12	Gabion Baskets	28	CY		
12	4' Wide Cobble Swale	25	LF		
14	Barrier Guardrail (includes 4 end treatments)	150	LF		
15	Sampling & Testing - Allowance	1	LS	\$3,000.00	\$3,000.00
TOTAL					

Contractor Must Bid on all 15 items

Weimer Road Improvements

Bid Schedule

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Sampling and Testing - Allowance	1	LS	\$2,000.00	\$2,000.00
2	Construction Layout by Contractor	1	LS		\$0.00
3	Removal of Existing Structure and Obstructions	1	LS		\$0.00
4	Mobilization	1	LS		\$0.00
5	Striping	1	LS		\$0.00
6	Traffic Control Devices & Management	1	LS		\$0.00
7	Temporary Stormwater Management	1	LS		\$0.00
8	Unclassified Excavation (Approximate)	350	CY		\$0.00
9	Pit Run Fill, 12" Thick (compacted in place)	455	SY		\$0.00
10	Base Course 6" Thick (compacted in place)	455	SY		\$0.00
11	4" PMBP, SP IV (2 lifts)	440	SY		\$0.00
12	3/4" Thick Open Graded Friction Course (OGFC)	278	SY		\$0.00
TOTAL					

Contractor must bid on all 12 items

Weimer-Maestas Intersection Improvements

Bid Schedule - Additive Alternate # 1

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Sampling and Testing - Allowance	1	LS	\$3,000.00	\$3,000.00
2	Construction Staking by Contractor	1	LS		
3	Removal of Existing Structure and Obstructions	1	LS		
4	Traffic Control Management	1	LS		
5	Mobilization	1	LS		
6	Unclassified Excavation/Haul	200	CY		
7	Subgrade Preparation	1550	SY		
8	Pit Run Fill	1546	SY		
9	Base Course 4" Thick (compacted in place)	60	SY		
10	Base Course 6" Thick (compacted in place)	1546	SY		
11	4" PMBP, SP IV (2 lifts)	1325	SY		
12	3' Concrete Valley Gutter	94	LF		
13	Standard Curb and Gutter	215	LF		
14	4" Thick Concrete Sidewalk (Includes Ramps)	60	SY		
15	6" Thick Concrete Fillet	31	SY		
16	Type "B" Curb Ramp	2	EA		
17	Move Panel Sign	2	EA		
18	Striping	1	LS		
19	Adjust Manhole Lid to Grade	1	EA		
20	Adjust Water Valve Box/Lid to Grade	3	EA		
		TOTAL			

Contractor must bid on all 20 items

B. PARTNERSHIP:

By: _____
(Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: (____) _____

FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

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

*

Signature of Authorized Person

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: (____) _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____
(Name)

Address: _____

Telephone: (____) _____

FAX: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number _____ License Classification: _____

Public Works Minimum Wage Act Registration Number Department of Workforce Solutions
Labor Relations Division # _____

Resident Contractor's Preference Number: _____

Bid 19-20-01 Weimer Road Drainage & Road Improvements

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THIS FORM MUST BE
ATTACHED TO BID BOND

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 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

APPROVED:

Owner's Representative or Governing Authority

Date:

AGENT'S AFFIDAVIT

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 was given to indemnify the Town of Taos Mexico 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, a notary public in and for the County of, _____, this _____ day of _____, 20___.

Notary Public

My Commission Expires:

AGENT'S ADDRESS:

Telephone

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Town of Taos as OWNER in the penal sum of _____ dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____. The condition of the above obligation is such that whereas the Principal has submitted to the Town of Taos, a certain BID, attached hereto and hereby made apart hereof to enter into a contract in writing, for the construction of the Town of Taos Weimer Road Drainage & Road Improvements.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor 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 undertook 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 waiver 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 be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments' most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____
(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate 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, 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 here of for the construction of:

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 there of, and any extensions thereof which may be granted by the OWNER, with or
without notice to the SURETY and during the one year guaranty period, and if the PRINCIPAL
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 WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on the 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 it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of

(Number)

which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments' most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____
(Name of Owner)

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate 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, 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:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including 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 for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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 this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

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

(Number)

which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments' most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS**

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Bid as a condition of the Bid and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

a. Subcontractor Listing shall be expanded after Bid by apparent low bidder if Awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Subsubcontractor.

b. See Instructions to Bidders, Section 00100 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after bidding.

2.

PROJECT NAME: Weimer Road Drainage & Road Improvements

INVITATION TO BID NUMBER: 19-20-01.

The undersigned agrees that any and all claims which the firm may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Town of Taos, including the right to any treble damages attributable thereto.

INSTRUCTIONS:

The State Minimum Wage Rate Determination and related documents issued for this specific project shall be inserted here.

NOTE: Not required if project is less than \$60,000

See attached "State Wage Rates".

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

Effective January 1, 2019

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.78	9.08
Carpenter/Lather	24.08	10.84
Cement Mason	17.42	6.61
Ironworker	26.50	16.20
Painter (Brush/Roller/Spray)	17.00	6.78
Plumber/Pipefitter	29.45	12.37
Electricians (outside)		
Groundman	22.81	11.93
Equipment Operator	32.73	14.51
Lineman/Wireman or Tech	38.51	16.02
Cable Splicer	42.36	17.01
Laborers		
Group I	11.81	5.88
Group II	12.11	5.88
Group III	12.51	5.88
Group IV	12.76	5.88
Operators		
Group I	18.60	5.94
Group II	19.52	5.94
Group III	19.62	5.94
Group IV	19.73	5.94
Group V	19.83	5.94
Group VI	20.01	5.94
Group VII	20.17	5.94
Group VIII	20.46	5.94
Group IX	27.88	5.94
Group X	31.10	5.94
Truck Drivers		
Group I	16.15	7.52
Group II	16.15	7.52
Group III	16.15	7.52
Group IV	16.15	7.52
Group V	16.15	7.52
Group VI	16.15	7.52
Group VII	16.15	7.52
Group VIII	16.21	7.52
Group IX	18.15	7.52

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.

Subject: Wage Decision Request - Approved
From: <Alerts.PWAA@state.nm.us>
Date: 7/30/2019, 8:05 AM
To: <aeinc@newmex.com>, <svoigt@taosgov.com>
CC: <public.works@state.nm.us>

Attention:

You are receiving this email because the Wage Decision you requested has been approved. The wage decision number is TA-19-1396-A. Please log into the Public Works & Apprenticeship Application (PWAA) using the link below. Once you have logged in, you can submit your Notice of Award (NOA), print your Wage Rate Poster(s) and the Project Requirements document.

The contracting agency is responsible for ensuring compliance of its agents, contractors, and subcontractors with all statutes and regulations on Public Works projects. Specific details are included in the above mentioned requirements document.

PWAA: <https://www.dws.state.nm.us/pwaa>

After logging into the web application please navigate to the "Public Works" link and select it.

1. Select the 'Wage Decision' link; and
2. Select the 'Wage Decisions Approved' link;

If you have any questions please contact us via email at public.works@state.nm.us or call (505) 841-4400.

Thank you,

New Mexico Department of Workforce Solutions
Labor Relations Division
Public Works

Note: This is an auto-generated email; please do not respond to this message.

**AGREEMENT BETWEEN TOWN OF TAOS AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Town of Taos shall render this document null and void.]

Hereafter "Owner":

Hereafter "Contractor":

ARCHITECT [or ENGINEER]

NAME: Alex R. Abeyta, P.E., Abeyta Engineering, Inc.
ADDRESS: P.O. Box 1499 Ranchos de Taos, NM 87557
209-D Camino de La Merced
TELEPHONE: (575) 770-2651
E-MAIL ADDRESS: aeinc@newmex.com

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RECITALS

WHEREAS,

WHEREAS, the Contractor submitted its bid, dated _____ in response to IFB No. _____; and

WHEREAS,

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the _____ requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The Contract Documents consist of the following:

- Agreement between Town and Contractor
 - General Conditions of the Construction Contract
 - Conditions of the Work of the Construction Contract
 - Bid Sheet
 - Addenda and Modifications issued before and after execution of this Contract
- Attachment A
Attachment B

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

- | | |
|--|-----------|
| Project Manual | Exhibit A |
| Technical Specifications as listed in Plan Set | Exhibit B |
| Labor and Material Payment Bond | Exhibit C |
| Performance Bond | Exhibit D |
| Assignment of Antitrust Claims | Exhibit E |
| Certificate of Insurance | Exhibit F |
| Notice of Award | Exhibit G |

Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit H
Exhibit I
Exhibit J

ARTICLE 2 THE WORK

2.1 THE WORK

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

Insert description of work

ARTICLE 3 EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND AMENDMENTS

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the Town.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than 10 consecutive calendar days after the date of written Notice to Proceed issued by the Town, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than (90) calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the Town to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of five hundred dollars (\$500.00) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the Town of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Town, 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 outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that 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 Town, 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.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the Town, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Town the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein 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.
- D. The amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain, and the amount is agreed to be the amount of damages which the Town would sustain and the amount shall be retained from time to time by the Town from current periodical estimates.
- E. It is 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 Town determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Town. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
1. To any preference, priority or allocation order duly issued by the Town;
 2. 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 Town, acts of another contractor in the performance of a contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
 3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

- F. Provided further, that the Contractor shall, within ten days from the beginning of such delay, unless the Town shall grant a further period of time prior to the date of final settlement of the contract, notify the Town 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.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the Town to the Contractor. Any such amendment shall be in accordance with Paragraph 10 (Amendments – Change Orders) of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the Town prior to the effective date of the amendment.

**ARTICLE 4
CONTRACT SUM**

4.1 CONTRACT SUM

The Town 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 Documents, an agreed upon Contract Sum of enter dollar amount, exclusive of New Mexico gross receipts tax.

4.2 CONTRACT SUM

The Contract sum is determined as follows: (insert data from bid form concerning base bid, alternates, etc.)

Base Bid	\$	
List Alternates, if applicable	\$	
	\$	
	\$	
Total Contract Amount	\$, exclusive of NM grt

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the Town by the Contractor and Certificates for Payment issued by the Town, the Town shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than 21 working days following receipt by the Town of an undisputed Application for Payment, 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 Town; 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).
- B. When making payments, the Town, 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 (see Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within 21 days after receipt of payment from the Town, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd 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).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the Town, 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 Town to require the fulfillment of all of the terms of the contract.
- F. Town's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the Town 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 Town'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 Town may, after having served written notice on the said Contractor, either pay unpaid bills, of

which the Town 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 Town to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Town shall be deemed the agent of the Contractor, and any payment so made by the Town shall be considered as a payment made under the contract by the Town to the Contractor and the Town shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the Town to the Contractor within 30 calendar days after notification of the Town 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. In addition, the Contractor shall provide to the Town a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town 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 Town and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

[signature lines]

CONTRACTOR:

Signature

Date

Print name and title

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

1.0 DEFINITIONS

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

- 1.1** *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2** *Change Order* A written document between the Town and the Contractor signed by the Town and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect/Engineer, provided they have written authority from the Town for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3** *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4** *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5** *Contractor* is a person, firm or corporation with whom the contract is entered into with the Town.
- 1.6** *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7** *Construction Schedule* A 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.
- 1.8** *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9** *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the Town, on behalf of an acceptable prime Contractor or

subcontractor, guaranteeing payment to the Town in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 *Lump Sum Agreement (See Stipulated Sum Agreement)***
- 1.11 *Lump Sum Bid*** A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 *Lump Sum Contract*** A written contract between the Town and Contractor wherein the Town agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 *Payment Bond*** A written form of security from a surety company to the Town, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 *Performance Bond*** A written form of security from a surety company to the Town, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 *Progress Payment*** A payment from the Town to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 *Progress Schedule*** A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 *Punch list*** a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18 *Schedule of Values*** A statement furnished by the Contractor to the Architect or Engineer and the Town reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 *Services*** Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.20 Stipulated Sum Agreement** A written agreement in which a specific amount is set forth as the total payment for completing the contract.
- 1.21 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.
- 1.22 Unit Price Contract** A written contract wherein the Town agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 Unit Prices** A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 Working Day** means every day except Saturday, Sunday and holidays. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the Town will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or Holiday, the Architect or Engineer may charge a Working Day.
- 1.25 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.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 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 incorporated in this written Agreement.
- 2.2 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.
- 2.3 Conflicting Conditions.** 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.

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between Town and Contractor for Construction 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 or limit the interpretation of the provisions to which they refer.
- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the 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.

4. CONTRACT SECURITY – BONDS

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to 100% of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2** Payment Bond. The Contractor shall provide payment bond in an amount not less than 100% of the contract sum 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, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.
- 4.3** Additional or Substitute Bond. If at any time the Town 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 days after notice from the Town 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 Town. 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 Town.
- 4.4** Labor and Material Bond. The Contractor shall provide to the Town Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

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

- 5.1** 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.
- 5.2** 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 otherwise requires.
- 5.3** 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.
- 5.4** 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.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including
- 6.3** Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the Town agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** 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.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq. NMSA 1978. The Town and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement

modifies or waives any provision of the New Mexico Tort Claims Act.

- 6.7** Provision Required by Law Deemed Inserted. 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.

7. EFFECTIVE DATE AND TERM

- 7.1** This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between Town and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by _____ their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2** This Contract shall achieve Substantial Completion in accordance with the Agreement Between Town and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2** Termination for Convenience of the Town. The Town may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The Town shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.
- 8.3** Right of the Town to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the Town 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 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 days, cease and terminate. In the event of any such termination, the Town 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 days from the date of the mailing to such Surety of notice of termination, the Town may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the Town for any excess cost occasioned the Town thereby, and in such event the Town 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 therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Town Council and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Town to the Contractor. Such termination shall be without penalty to the Town, and the Town shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The Town is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Town. The Town's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 of the Agreement between the Town and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

- 11.1** The Contractor shall defend, indemnify, and hold harmless the Town and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- 11.2** The Contractor agrees that the Town shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Town and that such suit will not be settled without the Town's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the Town and

the Contractor in such demand, suit, or cause of action, the Town may retain its own counsel to represent the Town's interest.

11.3 The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

12.1 Any claims, disputes, or other matters in question between the Contractor and the Town, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between the Town of Taos and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten days after the Town or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

12.2 A settlement agreement signed by the Town and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

12.3 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

13.1 Either Town or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, §13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

13.2 Town and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the Eighth Judicial District at Taos, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to

accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E) (3) NMRA.

14. INSURANCE

- 14.1** The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the Town, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 14.2** Proof of Carriage of Insurance. The Contractor shall furnish the Town 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: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3** General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4** General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the Town by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Town shall be a named additional insured on the policy.
- 14.5** Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6** Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70, NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its 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 law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

14.7 Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 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.

14.8 Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the Town, the Town, or Contractor at the Town's option 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 Town, 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 its 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.

14.9 Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

14.10 Additional insured. The Town shall be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the Town could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

15.1 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Town and are not employees of the Town. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Town's vehicles, or any other benefits afforded to employees of the Town as a result of this Agreement.

15.2 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Town.

15.3 The Contractor shall maintain detailed time records which indicate the date, time and

nature of services rendered. These records shall be subject to inspection by the Town and the State Auditor. The Town shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Town to recover excessive illegal payments.

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

16.1 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 its 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.

16.2 No official of the Town who is authorized in such capacity and on behalf of the Town 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 Town who is authorized in such capacity and on behalf of the Town 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.

16.3 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the Town. Any attempted assignment or transfer without the Town's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the Town. Any attempted subcontracting or delegating without the Town's advance written approval shall be null and void and without any legal effect.

18.2 Contractor shall provide to the Town a listing of subcontractors within ten (10) days of the

Contract award.

- 18.3** Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4** Contractor shall provide to the Town completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5** The Contractor shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Town may require.
- 18.6** The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7** 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 Town may exercise over the Contractor under any provision of the contract documents.
- 18.8** Nothing contained in this contract shall create any contractual relation between any subcontractor and the Town.
- 18.9** All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Town. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not Town, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

- 19.1** All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- 19.2** The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the Town and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local

law to perform such work.

20. NOTICES

20.1 Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Town:

To the Contractor: _____

20.2 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.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the Town, the Town's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. 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.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 1.1** 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 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/Town 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/Town in accordance with the 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 schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

- 2.1** The Contractor shall submit promptly to the Architect/Engineer/Town 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/Town and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/Town with two corrected copies. If requested by the Architect/Engineer/Town the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/Town, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/Town in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

3.1 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.

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

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1** 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/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

5.1 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 Town. The Town will pay for all laboratory inspection service direct, and not as a part of the Contract.

5.2 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.

6. "OR EQUAL" CLAUSE

6.1 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/Town, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/Town's written approval.

7. PATENTS

7.1 The Contractor shall hold and save the Town 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 Town, unless otherwise specifically stipulated in the Contract Documents.

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

7.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Town 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 its Sureties shall indemnify and save harmless the Town 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 Town 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.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the Town will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3** 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.

9. CONTRACTOR'S OBLIGATIONS

- 9.1** 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/Town as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** 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 Town.

10. WEATHER CONDITIONS

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

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1** The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its 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 Town, or its duly authorized representatives.
- 11.2** 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/Town, in a diligent manner. The Contractor shall notify the Architect/Engineer/Town immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/Town for approval.
- 11.3** Where the Contractor has not taken action but has notified the Architect/Engineer/Town of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/Town.
- 11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

- 12.1** The authorized representatives and agents of the Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

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

14. SUPERINTENDENT BY CONTRACTOR

- 14.1** 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/Town and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

- 15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Town. 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 Town's or rental cost of construction 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.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) 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.

16. EXTRAS

16.1 Without invalidating the contract, the Town 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 Town or the Architect/Engineer, acting officially for the Town, and the price is stated in such order.

17. INSPECTION OF SERVICES

17.1 The Contractor shall provide and maintain an inspection system acceptable to the Town covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Town during contract performance and for as long afterwards as the Contract requires.

17.2 The Town has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The Town shall perform inspections and tests in a manner that will not unduly delay the work.

17.3 If the Town performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

17.4 If any of the services do not conform with the Contract requirements, the Town may require the Contractor to perform the services again in conformity with Contract

requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Town may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

17.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Town may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Town that is directly related to the performance of such service, or terminate the Contract for default.

18. CORRECTION OF WORK

18.1 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/Town 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 their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/Town, 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/Town shall be equitable.

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

19.2 This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Town takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Town takes possession.

19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Town-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

- 19.5** The Town shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Town shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the Town, if directed by the Town; and, enforce all warranties for the benefit of the Town, if directed by the Town.
- 19.8** In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the Town may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9** Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Town nor for the repair of any damage that results from any defect in Town-furnished material or design.
- 19.10** This warranty shall not limit the Town's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1** 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, the Contractor shall immediately give notice to the Architect/Engineer/Town of such conditions before they are disturbed. The Architect/Engineer/Town will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1** 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 Town, 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 General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Town, giving the Town access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

22.1 Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Town an estimated construction progress schedule in a form satisfactory to the Town, 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 to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Town (a) a detailed estimate giving a complete breakdown of the Contract sum 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.

22.2 Schedule

The Contractor shall, within five days after the effective date of Notice to Proceed, prepare and submit five copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor .

23. ASSIGNMENTS

23.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Town. In case the Contractor assigns all or any part of any monies 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 monies 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.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

24.1 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 Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall indemnify and save harmless the Town against any such claim.

25. SEPARATE CONTRACT

25.1 The Contractor shall coordinate its 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 its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/Town 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 the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

26.1 The Architect/Engineer/Town shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/Town 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/Town'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/Town 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.

26.2 The Architect/Engineer/Town 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 Town shall be adjusted and determined by the Architect/Engineer/Town.

27. STATED ALLOWANCES

27.1 It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the Town on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum 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.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- 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 its 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 its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/Town, not to cut or otherwise alter the work of any other Contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** 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 Town to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the Town shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Town, 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 Town will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

32.1 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 its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Town may determine to be reasonably necessary.

33. INTEREST OF MEMBER

33.1 No member of _____ shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the Town who is authorized in such capacity and on behalf of the Town 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 Town who is authorized in such capacity and on behalf of the Town 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.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY TOWN

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

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

ATTACHMENT A

BID SHEETS

ATTACHMENT B
ADDENDA & MODIFICATIONS

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and
_____ as SURETY hereinafter called the "SURETY", are held and
firmly bound unto _____ as OBLIGEE hereinafter called the "TOWN", for the use
and benefit of any claimants as herein below defined, in the amount of
_____ (\$.) dollars for the payment whereof PRINCIPAL and
SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 20__, with the TOWN
for the _____ (insert project description) _____, which must be constructed in accordance with
drawings and specifications which contract is referenced and made a part hereof, and is hereinafter
referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for
use in the performance of the Contract, labor and material being construed to include but not
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the
TOWN that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant,
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. The TOWN shall not be liable for payment of any cost or expenses
of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,
shall have written notice in the form of an sworn statement to the TOWN and any
one or both of the following: the PRINCIPAL or SURETY above named, within
ninety (90) days after such said claim is made or suit filed, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were
furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the TOWN, PRINCIPAL or SURETY,
at any place where an office is regularly maintained by said TOWN, PRINCIPAL or
SURETY for the transaction of business, or served in any manner in which legal

process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Town named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 201 .

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND

(SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the "CONTRACTOR" and _____, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE the Town of Taod, a municipal corporation organized and existing under the Laws of the State of New Mexico, hereinafter called the "TOWN", in the sum of _____ (\$ _____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2019, with the TOWN for the (insert project description), in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the TOWN shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the TOWN.
2. Whenever CONTRACTOR shall be, and is declared by the TOWN to be in default under the Contract, the TOWN having performed the TOWN'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the TOWN for completing the Contract in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the TOWN to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the TOWN to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Town named herein or the heirs, executors, administrators, or successors of the Town.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 201 .

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON TOWN CONTRACTS.

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

_____ agrees 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 the above-referenced project are hereby assigned to the Town, but only to the extent that such overcharges are passed on to the Town. 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 Town, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by Individual empowered to obligate Suppliers,
Subcontractors or Subsubcontractors

TITLE: _____

EXHIBIT F

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. _____

This is to inform that you that you have been awarded the Contract for:

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

The Town hereby accepts your offer on the solicitation No. _____ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

THE TOWN

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion [REDACTED] calendar days thereafter, which shall be [REDACTED], 201 [REDACTED], unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER:

[REDACTED] DEPARTMENT

By:

[REDACTED]
Director, Department

EXHIBIT I
CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S/ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE TOWN AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Contract Sum	
Net change by previously authorized Change Orders	\$0.00
Contract Sum prior to this Change Order	
Contract Sum will be increased/decreased/unchanged by this Change Order in the amount of	\$0.00
Contract Sum after this Change Order	\$0.00

The Contract Time will be increased/decreased/unchanged by days.

The date of Substantial Completion as of the date of this Change Order therefore is:

CHANGE ORDER SIGNATURE PAGE

APPROVED

[owner]

CONTRACTOR

By: _____

Date: _____

Title: _____

ARCHITECT/ENGINEER

By: _____

Date: _____

Title: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

(INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between the Town and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the Town to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and Town to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature

Print Name

Date

Accepted by The Town

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and Town, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by _____ (Date)

The punch list consists of _____(indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the Town may occupy the Work, or designated portion thereof, for the use for which it is intended.

The Town accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with the state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

Bid 19-20-01 Weimer Road Drainage & Road Improvements
TOT: tt 08/07/2019

DISCLOSURE OF CONTRIBUTIONS applies to contributions made to the following Public Officials:

DANIEL R. BARRONE, MAYOR

COUNCIL MEMBERS:

**NATHANIEL EVANS
DARIEN FERNANDEZ
GEORE "FRITZ" HANN
PASCUALITO MAESTAS**

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

OR

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

Signature

Date

Title (Position)

SECTION 101

PORTLAND CEMENT CONCRETE

101.1.1 GENERAL: Portland cement concrete, prestressed concrete, post tensioned concrete, shotcrete, gunite, and light weight structural concrete shall consist of a mixture of Portland cement, aggregates, water, and admixtures, proportioned, batched and delivered as specified herein. All materials and design mixes used in Portland cement concrete, either batched at or delivered to a project shall be certified in accordance with the requirements of these specifications. Each design mix shall be identified by a design mix number, unique to that design mix. If either a change in material(s) or material supplier(s) from that specified in the authorized design mix occurs during a project, authorized use of the job mix formula on the project may be canceled as directed by the ENGINEER. A concrete design mix shall not be used on a project without written authorization of the ENGINEER. A design mix, upon request by a concrete supplier, may be authorized by the OWNER for use on OWNER and OWNER-related projects for a period of 14 months from the date of sampling of reference aggregates in the design mix.

101.1.2 For construction and reconstruction projects requiring portland cement concrete continuous placement(s) equal or greater than either 100 cubic yards of concrete per day, the CONTRACTOR shall have a full time portland cement concrete construction supervisor on site to direct the construction operations. The supervisor shall be certified either as an ACI certified Concrete Field Testing Technician Grade I, or the equivalent National Institute for Certification of Engineering Technologies Technician, with Specialty Concrete Work Elements Level I 82001, 82002, and Level II 84002, 84003, 84004, 84010. The supervisor shall be identified by the CONTRACTOR at the preplacement conference and shall be the contact person for the ENGINEER during concrete construction.

101.1.3 Pre-Placement Conference

A Pre-Placement Conference shall be held by the CONTRACTOR, as directed by the ENGINEER, no later than seven (7) calendar days prior to the start of construction for concrete continuous placement(s) equal or greater than either 100 cubic yards of concrete per day. The following meeting agenda/assigned responsibilities shall be accomplished at the conference.

I. ENGINEER/OWNER

- A. Scope of the project.
- B. Identify construction management team and contact telephone numbers.
- C. Review CONTRACT requirements for construction.
- D. Review Quality Assurance Program.

II. CONTRACTOR

- A. Review construction schedules.
 1. Placement schedules.
 2. Proposed construction schedule for duration of the project.
- B. Identify construction personnel and contact telephone numbers.
 1. Contractor Staff
 2. Sub-Contractor (s)
 3. Supplier (s)
 4. Safety Manager
- C. Present construction placement procedure plans.
 1. Equipment Schedule
 2. Concrete Design Mix
 3. Construction methodology
 4. Concrete pumping plan
 5. Traffic Control Plan
 6. Quality Control Plan

III. DISCUSSION AND COMMENT

101.2 REFERENCES

- 101.2.1 American Society for Testing and Materials (Latest Edition) (ASTM)
- C31 Making & Curing of Concrete Test Specimens in the Field
 - C33 Specification for Concrete Aggregates
 - C39 Test for Compressive Strength of Cylindrical Concrete Specimens
 - C42 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - C78 Test for Flexural Strength of Concrete (Using Simple Beam With Third-Point Loading)
 - C94 Specification for Ready-Mixed Concrete
 - C125 Definition of Terms Relating to Concrete and Concrete Aggregates
 - C138 Air Content (Gravimetric), Unit Weight, and Yield of Concrete
 - C143 Test for Slump of Portland Cement Concrete specification. If required, certification
 - C150 Specification for Portland Cement
 - C172 Sampling Fresh Concrete
 - C173 Test for Air Content of Freshly Mixed Concrete by the Volumetric Method
 - C192 Making & Curing of Concrete Test Specimens in the Laboratory
 - C227 Test for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar Bar Method)
 - C231 Test for Air Content of Freshly Mixed Concrete by the Pressure Method
 - C260 Specification for Air Entraining Admixtures for Concrete
 - C330 Specification for Lightweight Aggregates for Structural Concrete
 - C441 Test for Effectiveness of Mineral Admixtures in

Preventing Excessive Expansion of Concrete Due to Alkali-Aggregate Reaction
 C494 Specification for Chemical Admixtures in Concrete
 C567 Unit Weight of Structural Lightweight Concrete
 C617 Capping Cylindrical Concrete Specimens
 C618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
 C685 Specification for Concrete Made by Volumetric Batching & Continuous Mixing
 C803 Test for Penetration Resistance of Hardened Concrete
 C805 Test for Rebound Number of Hardened Concrete
 D2419 Sand Equivalent Value of Soils and Fine Aggregates

101.2.2 American Concrete Institute (Latest Editions)

ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
 ACI 211.2 Standard Practice for Selecting Proportions for Structural Lightweight Concrete
 ACI 318-89 Building Code Requirements for Reinforced Concrete

101.2.3 This Specification:

SECTION 337 PORTLAND CEMENT CONCRETE PAVEMENT
 SECTION 340 PORTLAND CEMENT CONCRETE CURBS, GUTTERS, WALKS, DRIVEWAYS, ALLEYS, INTERSECTIONS, SLOPE PAVING, AND MEDIAN PAVING
 SECTION 346 TEXTURED CONCRETE
 SECTION 349 CONCRETE CURING
 SECTION 420 TRAFFIC SIGNAL AND STREET LIGHTING CONDUIT, FOUNDATIONS AND PULL BOXES
 SECTION 510 CONCRETE STRUCTURES
 SECTION 512 PRECAST PRESTRESSED MEMBERS
 SECTION 602 PORTLAND CEMENT CONCRETE FOR CHANNEL LINING AND DIKE AND DAM SURFACING

SECTION 701 TRENCHING, EXCAVATION AND BACKFILL
 SECTION 800 INSTALLATION OF WATER TRANSMISSION, COLLECTOR AND DISTRIBUTION LINES
 SECTION 900 SANITARY AND STORM SEWER FACILITIES
 SECTION 915 STORM DRAINAGE APPURTENANCES
 SECTION 1500 MONUMENTS

101.3 PORTLAND CEMENT

101.3.1 Portland cement to be used or furnished under

this Specification shall comply either with the requirements of ASTM C150, Types I LA, II LA, III LA, and V LA, cements, or as specified herein, in the Supplementary Technical Specifications, Drawings, or as approved by the ENGINEER. The CONTRACTOR shall submit certification of compliance signed by the cement manufacturer, identifying the cement type and source (plant location), stating the Portland cement furnished to the project, and or used in the concrete delivered to the project complies with this Specification. If required, certification of the Portland cement used for each day's concrete placement shall be submitted to the ENGINEER for each type of cement and each design mix used on the project.

101.3.2 Portland cement specified in an authorized design mix shall be of the same source and type for all concrete batched at and/or delivered to a project under the authorized design mix identification number.

101.3.3 When suitable facilities (such as those recommended by the Concrete Plant Manufacturer's Bureau and/or approved by the ENGINEER) are available for handling and weighing bulk cement, such facilities shall be used. Otherwise, the cement shall be delivered in original unopened bags of the Manufacturer and the type of cement plainly marked thereon, each bag to contain 94 pounds (42.6 kg) of cement.

101.3.4 Cement shall be stored in such a manner as to permit ready access for the purpose of inspection and be suitably protected against damage by contamination or moisture. Should any lot of bulk cement delivered to the site show evidence of contamination, the ENGINEER may require that such lot be removed from the site.

101.3.5 Portland cement shall be measured by weight, lbs, (mass, kg) for concrete produced in accordance with the requirements of ASTM C94 and by volume for concrete produced accordance with the requirements of ASTM C685.

101.4 AGGREGATES:

101.4.1 Aggregates shall comply with the requirements of ASTM C33 and as amended herein, or as specified in the Supplementary Technical Specifications and Drawings, or as approved by the ENGINEER. Aggregates shall be certified to comply with the requirements of this Specification and authorized for use by the ENGINEER before the materials may be incorporated in the construction. Prior to delivery of the aggregates or material containing the aggregates, The CONTRACTOR may be required to furnish samples of the aggregates to the ENGINEER for testing. The CONTRACTOR's daily production aggregate gradations used in concrete shall be submitted to the ENGINEER upon request. Aggregates specified in an authorized design mix shall be of the same source and type for all

concrete batched and delivered under the authorized design mix identification number.

101.4.2 In placing materials in storage or in moving them from storage to the mixer, no method shall be employed which may cause the segregation, degradation, or the combining of materials of different grading which will result in any stockpile not meeting specified requirements.

101.4.3.1 Aggregates supplied under this Specification shall be assumed to be "alkali-silica reactive", ASR. Variance from this position for a particular aggregate source may be authorized by The ENGINEER. Application for a variance may be made to The ENGINEER.

101.4.3.2 An aggregate may be classified non-alkali-silica reactive if, when tested in accordance with ASTM C227, using low alkali cement demonstrates an expansion at one (1) year not greater than 0.05%, and the rate of expansion is negative decreasing, based on test measurements at 1 month, 3 months, 6 months, 9 months, and 15 months, as authorized by the ENGINEER.

101.4.3.3 Portland cement concrete design mixes using non alkali-silica reactive aggregates complying with 101.4.3.2 will not be required to be proportioned with Class F fly ash.

101.4.4.1 Coarse aggregates shall meet the gradation limits as specified in Table 2 of ASTM C33. Fine aggregates shall comply with the gradation requirements of ASTM C33, Section 4, Grading. The sand equivalent of fine aggregate, when tested in accordance with ASTM D2419, Sand Equivalent Value of Soils and Fine Aggregates, shall be greater than 75.

101.4.4.2 The maximum size aggregate shall comply with either these specifications, or the requirements of Table 101.A, or the Supplementary Technical Specifications, or the recommendations of ACI 318-89, paragraph 3.3.2, or as required by the ENGINEER.

101.4.5 Aggregates shall be measured by weight (mass) for concrete batched under the requirements of ASTM C94 and by volume for concrete batched in accordance with the requirements of ASTM C685.

TABLE 101.A
MAXIMUM SIZE AGGREGATE

Application	Size, in
I. Pavement, Sidewalk, Curb and Gutter, Drive Pads, Wheel Chair Ramps, Slab on grade, Foundations, and Structures,	1
II. Channels, minimum 5% retained on the	1-1/2

1 in sieve

III. High Early Release Concrete, 3/4
minimum 5% retained on the 1/2 in sieve

IV. Stamped, Patterned, Stairs and 1/2
Steps, minimum 5% retained on the 3/8 in sieve

V. Formed Concrete

A. 1/5 the narrowest dimension between sides of forms,

B. 1/3 the depth of slab,

C. 3/4 of the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, or prestressing tendons or ducts, or reinforcing and forms.

101.5 WATER

Water used in Portland cement concrete shall be clean and free from injurious amounts of oil, acids, alkalis, salts, organic materials, or other substances that may be deleterious to the concrete or reinforcement. Non-potable water shall not be used unless the requirements of ACI 318.3.4.3.2 are met. Water shall be measured by weight or volume for concrete batched under the requirements of ASTM C94 and by volume for concrete batched in accordance with the requirements of ASTM C685.

101.6 ADMIXTURES:

101.6.1 Admixtures shall comply with the requirements of this specification. The CONTRACTOR shall submit a certification of compliance signed by the admixture manufacturer, identifying the admixture and its source (plant location), stating the admixture furnished to the project and/or used in the concrete delivered to the project complies with this Specification. Certification laboratory testing of an admixture shall be submitted by the CONTRACTOR to the ENGINEER upon request. Admixtures specified in an authorized design mix shall be of the same source and type for all concrete batched and delivered as defined under a design mix identification number. Admixtures shall be measured accurately by mechanical means into each batch by equipment and in a method approved by the ENGINEER. An admixture shall not be used on a project without authorization by the ENGINEER.

101.6.2 Air-entraining agent, conforming to ASTM C260, shall be measured accurately by mechanical means into each batch by equipment and in a method approved by the ENGINEER. The air-entraining agent used shall not contain more than 0.035% chloride by weight. Air-entrainment content shall comply with the requirements Table 101.B., the Supplementary Technical Specifications, or the recommendations of ACI 318, latest

edition.

TABLE 101.B ENTRAINED AIR CONTENT

Nominal Maximum Size Aggregate, in.	Air Content Range, (%)	
	min	max
1 / 2	5.5	8.5
3/4	4.5	7.5
1	4.5	7.5

101.6.3 Chemical admixtures shall conform to either the requirements of ASTM C494, or as specified in the Supplementary Technical Specifications, or as specified by the ENGINEER. Chemical admixtures shall not contain more than 0.035% chloride by weight.

101.6.4.1 Mineral admixtures shall be class "F" fly ash complying with the requirements of ASTM C618 including the requirements of TABLE 4, UNIFORMITY REQUIREMENTS, and the requirements of this Specification.

101.6.4.2 Mineral admixtures, when tested in accordance with ASTM C441, shall conform to the following:

Reduction in expansion @ 14 days, % , min, 65.0
100% Reliability
Mortar expansion @ 14 days, max, % 0.20
Expansion must be less than control sample expansion.

101.6.4.3 The "Reactivity with Cement Alkalis" shall be determined using new Dow Corning glass rod base for aggregate. If a fly ash does not comply with the above requirement using the specified cement type, it may be authorized if the criteria is met using the low alkali Portland cement typically available to the Albuquerque area, as directed by the ENGINEER.

101.6.4.4 Mineral admixtures used or furnished under this Specification shall be certified quarterly, in a calendar year, to comply with this Specification by the supplier. Certification shall include test results and specifications, source and location.

101.6.4.5 Mineral admixtures shall be measured by weight (mass) for concrete batched under the requirements of ASTM C94 and by volume for concrete batched in accordance with the requirements of ASTM C685.

101.6.5 Accelerating admixtures may be used in Portland cement concrete batched and supplied under this Specification only when approved by the ENGINEER. The accelerating admixture used shall be a

non-chloride type. A design mix proportioned with an accelerating admixture shall be submitted as specified in paragraph 101.8.8. and authorized by the ENGINEER, prior to use on a project.

101.7 PROPORTIONING

101.7.1 Portland cement concrete shall be proportioned in accordance with the requirements of ACI 318, latest edition, Chapter 5, either ACI 211.1 or ACI 211.2 (latest editions), and Table 101.C of this Specification, either field experience or trial mixtures, and the construction placement requirements selected by the CONTRACTOR. The CONTRACTOR shall be solely responsible for the portland cement concrete design mix proportions for concrete either batched at, or delivered to, placed and finished at the site. Certification of a design mix and all component materials, including all formulations of a mix and any and all admixtures which may be used under special construction conditions and environments with that mix to include high range water reducers (super-plasticizer), accelerating admixtures and retarders, and any other admixture, shall comply with the requirements of this Specification.

101.7.1.1 Design mix(es) shall be prepared in a laboratory accredited in accordance with the requirements of the New Mexico State Highway and Transportation Department "Procedure for Approval of Testing Laboratories to Perform Inspection, Testing, and Mix Design Services", April 13, 1998 Edition, and operated under the direct supervision of a New Mexico registered Professional Engineer.

101.7.1.2 The testing equipment used in the design development testing shall be calibrated annually with calibration standards traceable to the National Bureau of Standards. Certificates of calibration shall be maintained at the laboratory for review by the ENGINEER. A copy of the certifications shall be submitted to the ENGINEER upon request. A portland cement concrete design mix shall not be batched at and/or delivered to a job site without written authorization of the ENGINEER.

101.7.1.3 A design mix shall be prepared under the direct supervision of a New Mexico Registered Professional Engineer.

101.7.2 Portland cement shall be proportioned to comply with the requirements specified in Table 101.C, or as specified in the Supplemental Technical Specifications, or Plans, or as authorized by the ENGINEER.

101.7.3 The mineral admixture Class F fly ash shall be proportioned by weight of cement to provide a fly ash to portland cement ratio not less than 1:4, not less than 20 per cent of the total cementitious material. Portland cement concrete submitted under this Specification shall

be proportioned with Class F fly ash, unless a variance is authorized by the ENGINEER.

107.7.4 The water to total cementitious material ratio shall not be greater than specified in Table 101.C, or the maximum determined from a "trial mix" compressive strength vs. water to cementitious ratio curve, defined in accordance with ACI 318, latest edition, Chapter 5. The trial mix compressive strength water to cementitious material ratio curve shall be developed with the target slump at design application maximum, ± 0.75 inches, and the target entrained air content at design application maximum, ± 0.5 per cent, using materials specified in the design submittal. The cementitious material shall be defined as the total weight of portland cement and Class F fly ash in design mix.

101.7.5.1 A design mix submittal shall include but not be limited to the following information, as directed by the ENGINEER.

A. Certification of compliance of the design mix with the requirements of this Specification and by the New Mexico Registered Professional Engineer in responsible charge of the design mix development;

B. Certification of compliance of design mix's component materials by a manufacturer/supplier. The certification shall include laboratory test results of companion samples of the component material used in the laboratory prepared design mix, verifying the component materials comply with the specifications. For a mix design based on statistical methods, certification(s) of component materials shall be based on results performed within two (2) months of the submittal date.

C. Plastic characteristics of the design mix to include concrete temperature, slump, entrained air content, wet unit weight, yield and cement factor, reported in English and metric units;

D. Performance characteristics of the hardened concrete to include the compressive strength of all test cylinders averaged for a respective test and the corresponding average compressive strength reported in English units;

E. Compressive strength test (3 cylinder tests each point) shall be reported for each water to cementitious material ratio design mix proportioned at 3, 7, 14 and 28 days laboratory cure normal concrete; and, 1 day, 3 days, 7 days and 28 days laboratory cure for high early release concrete.

F. The "trial mix" compressive strength vs. water to cementitious ratio curve graphically plotted to include the water to cementitious ratio for the proposed design mix. A proposed design mix water to cementitious ratio outside the limits of a trial mix curve shall be rejected.

G. When a proposed design mix is based on statistical analysis of historical data, certification that the design mix represented by the historical data was batched with the same or similar materials from the same sources as the materials proposed in the design mix shall be included in the submittal. Under this design certification procedure, the proposal shall include a statistical analysis for a period of 12 months prior to sampling aggregates of the characteristics of a) slump, b) entrained air, and c) $f_c@28$ day compressive strength test. A compressive strength test shall be the average of two (2) cylinders tested at 28 days. An annual average aggregate gradation analysis may be used if the data represents the 12 month period prior to sampling for a design mix. A minimum of three production gradations per month will be required in the data base, as directed by the ENGINEER.

H. Batch proportions for concrete made by Volumetric Batching and Continuous Mixing, ASTM C685, shall include 1) component batch weights, 2) component batch volumes, and 3) gate settings for each type of batching equipment the design mix that may be batched.

J. High Range Water Reducing Admixture(s) (hrwra), Superplasticizers

a. A prescription for use of the hrwra in a design mix shall be provided by the CONTRACTOR to include but not limited to the following

1. Maximum dosage per cubic yard (meter) by standard measure, ozs/yd³;
2. Admixture introduction location (plant or Job site);
3. Minimum mixing after admixture introduction (drum revolution count at mixing speed);
4. Air entrainment dosage adjustment, if required;
5. Base mix water reducing admixture (wra) dosage adjustment, if required;
6. Consistency (slump) targets for before and after admixture introduction;
7. Concrete temperature limitations, if required; and,

b. Laboratory demonstrated performance of the design mix, at the specified maximum admixture dosage, shall be reported, including slump, entrained air content, unit weight, water to cementitious materials ratio, seven (7) and twenty eight (28) day compressive strength (f_c), and three (3) days and seven (7) day compressive strength (f_c) for high early release concrete. Submittal compressive strength shall be based on the average value of three cylinders required.

K. Accelerating Admixture(s)

a. A prescription for use of the accelerating admixture in a design mix shall be provided by the CONTRACTOR to include but not limited to the following:

1. Maximum dosage per cubic yard (meter) by standard measure, ozs/yd³;
2. Concrete temperature limitations, if required;
3. Admixture introduction location, plant or project;

- 4. Restrictions of use in combination with other admixtures, as applicable; and,
- b. Special considerations for mixing, placing, and curing, as applicable.

L. Color Admixture(s)

- a. A prescription for use of a color admixture in a design mix shall be provided by the CONTRACTOR to include but not limited to the following:
 - 1. Maximum dosage per cubic yard (meter) by standard measure, ozs/yd³;
 - 2. Admixture introduction location, plant or project;
 - 3. Restrictions of use in combination with other admixtures; and
- b. Special considerations for mixing, placing, and curing, as applicable.

M. Submittal Format

- a. A standard design mix submittal may include some or all of the above information as directed by the CONTRACTOR to define use as "optional" admixture(s). The standard design mix code would be the same for applications with and without the optional admixture(s)
- b. A specific design mix submittal can be made to include either color, or accelerating, or high range water reducing admixture for use under a specified application only. Separate design mix submittals will be required to include the information specified above.

101.7.5.2 A submittal shall be rejected if it does not include the specified information and samples. A design mix submittal shall be accepted or rejected within ten (10) days of receipt by the ENGINEER.

TABLE 101.C - DESIGN MIX SPECIFICATIONS-PORTLAND CEMENT CONCRETE [1, 2, 3]

Application	Use In Section(s)	f 'c @ 28	Entrained Air Range	Slump, Not To Exceed, nte [5]	Portland Cement	w:(c+fa) max [7]
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		days psi, min [4]	[11]		inches		min, lbs./yd ³	
				Placement	Norm	HRWRA		
<u>Interior Concrete</u> (heated areas)								
Foundations and slab on grade.	510	3,000	(See par.101.7.2)	Hand Place	4	6	423	0.50
<u>Exterior Concrete</u>								
a) Structure, foundations, slab on grade, steps/stairs; b) sidewalks, drive pads, wheel chair ramps, stamped pattern concrete, curb & gutter, and valley gutter; c) storm drain structures, channels, drop inlets, and manhole bases; d) retaining walls; and, e) miscellaneous concrete.	340, 346, 420, 510, 511, 602 [12,13], 701, 800, and, 1500	3,000	(See par.101.7.2)	Hand Place	4	6	470	0.45
				Slip Formed	2	3		
<u>Pavement</u>								
For design of PCCP, use MR= 600 lbs/in ² [4]	337	4,000	(See par.101.7.2)	Hand Place	4	6	564	0.40
				Slip Formed	2	3		
<u>Hydraulic Structures</u>								
Reservoirs	510 and 512	3,500	(See par.101.7.2)	Hand Place	4	7	517	0.40
				Slip Formed	2	3		
<u>Structures</u>								
Buildings, bridges/bridge decks, and parking structures	500	4,000 [8, 9]	(See par.101.7.2)	Hand Place	4	7	564	0.40
				Slip Formed	2	3		
<u>Sanitary Sewer Facilities</u>								
Structures, manholes and bases.	900	4,000 [8, 9]	(See par.101.7.2)	Hand Place	4	7	658 [6]	0.40
				Slip Formed	2	3		
<u>High Early Release Concrete</u>								
fcr= 3,400 lbs/in ² @ release to service [10]	All applications	4,000 @ 7 days	(See par.101.7.2)	Hand Place	4	7	Design	Design
				Slip Formed	2	3		

1. Use of material(s) not defined by this specification must be approved by the ENGINEER.
2. Maximum size aggregate shall comply with the requirements of par. 101. 4.4.2.
3. Portland cement concrete shall be proportioned with Class F fly ash complying with the requirements of 101.6.4, proportioned 1: 4, minimum, fly ash to portland cement, by weight.
4. MR-Modulus of Rupture, f_c -compressive strength at 28 days.
5. When authorized by the ENGINEER, a high range water reducing admixture (HRWRA), super plasticizer, may be used to increase slump. When a HRWRA is proposed for use on a project. The design mix shall be proportioned to include the HRWRA. The use of a HRWRA in a design mix that was not originally proportioned with a HRWRA is not acceptable under this specification. Higher slump(s) may be used, as directed by the ENGINEER.
6. If portland cement complying with ASTM C150 Type VLA is used, a minimum of 564 lbs/cy may be used.
7. "w : (c+fa)" is defined as water to cementitious materials ratio: w-water; (c+fa)-cementitious material as the sum of the portland cement and fly ash. Units are lbs/yd³.
8. Lightweight structural concrete for structures, parking decks, and bridge decks shall be proportioned with a minimum compressive strength of $f_c = 4,750$ lbs/in² @ 28 days.
9. Minimum requirements for prestressed/post tensioned concrete. Actual criteria may differ as specified in the plans and supplemental technical specifications.
10. "High Early Release Concrete" may be used where early release of structure to either service or construction loads may be required (≤ 3 days), as authorized by the ENGINEER. "fcr" is the minimum compressive strength for release, as determined by field cured cylinders. Maximum size aggregate shall be 3/4 inch.
11. Designated interior concrete, placed, finished, cured, and maintained by the Contractor in a temperate environment of 40°F or greater, may be constructed with non air entrained concrete complying with all other requirements of this specification for the calendar period after April 30 and before October 1, as authorized by the Engineer. Concrete for wet exposures, showers and wash down areas, vehicle repair and storage floors shall not be included in this variance.

101.8 BATCHING

C94, or ASTM C685, and the requirements of this Specification, as authorized by the ENGINEER. Batching facilities, mixing, and transporting equipment shall be certified within 12 months prior to

101.8.1 Portland cement concrete shall be batched in accordance with the requirements of either ASTM

batching of a design mix. The plant shall be certified by a NM Registered Professional Engineer, to comply with the requirements of this Specification. The certification shall have been completed within 12 months of batching an authorized portland cement concrete design mix. Written certification shall be available for review at the plant by the ENGINEER, and, submitted to the ENGINEER upon request.

101.8.2.1 Ready-mix concrete batch plants shall be certified to comply with the requirements of this Specification. Written certification of compliance shall be available for review at the batch plant by the ENGINEER.

101.8.2.2 Central-Mix Batch Plants shall be certified to comply with this Specification and standards of the National Ready-Mix Concrete Association. The central-mixers rated capacity shall be posted at the batch plant in the operator's area.

101.8.2.3 Portable batch plants shall be certified after erection at a project and prior to batching concrete to be used at the project site. The batch plants rated capacity shall be posted at the batch plant in the operator's area.

101.8.2.4 Ready-mix concrete trucks shall be certified to comply with the requirements of this Specification and the "Standards for Operation of Truck Mixers and Agitators of the National Ready-Mix Concrete Association", and the "Truck Mixer Manufacturer Bureau", latest editions. Written certification of compliance shall be carried in/on the vehicle for verification by the ENGINEER. The manufacturers rated capacity, mixing and agitating speeds shall be posted on the truck mixer. Mixers shall have an operable mixer drum revolution counter and water metering system to measure temper water that may be added to a mixer after batching and prior to discharge of a load.

101.8.2.5 Shrink-mixed concrete batching shall be certified to comply with the requirements of this Specification. Written certification of the program to include a) maximum concrete volume defined for the process/equipment, b) minimum time of mixing in the stationary mixer of materials after the addition of all cementitious material, and, c) minimum supplemental mixing revolutions in the transit mix truck. A copy of the certified procedure shall be available at the batch plant for review by the ENGINEER, and submitted upon request. the ENGINEER shall be notified by the CONTRACTOR in writing which concrete supplied to a project is produced with this procedure. Shrink mixed batching shall not be used on a project without authorization by the ENGINEER.

101.8.2.6 Volume batching central mix and concrete mobile trucks shall be certified to comply with this Specification. Certification shall include

discharge gate settings/material weight batching references for each material carried and a certified water meter and calibration chart to define water settings. Discharge calibration settings shall be established for each production batching rate and authorized design mix batched. The equipment shall be recalibrated if a change in materials or source of materials occurs. Written certification of compliance shall be carried in/on the vehicle for verification by the ENGINEER.

101.8.2.7 On-site batching and mixing equipment for concrete volumes of less than 1 cubic yard shall conform to the requirements of ASTM C192, and shall be approved by the ENGINEER. On-site batched concrete for volumes less than 1 cubic yard shall be either "Redi-2-Mix", "Quikrete", or equal prepackaged concrete mix. The concrete shall be proportioned with water not to exceed a maximum of 1.5 gallons per 60 lbs./bag or equivalent. Concrete batched under this paragraph shall not be used for finished, interior and/or exterior exposed concrete surfaces.

101.9 MIXING

101.9.1 Concrete batched in accordance with ASTM C94, shall be mixed in accordance with the requirements of that Specification and as follows.

101.9.2 Central-Mixed Plants: Concrete mixed in a stationary mixer and transported to the point of delivery shall be mixed from the time all the solid materials are in the drum. The batch shall be so charged with some water in advance of the aggregates and cementitious materials, and all water shall be in the drum by the end of one-fourth the specified mixing time. Mixing time shall be a minimum of 1 minute for the first cubic yard plus 15 seconds for each additional cubic yard, or fraction thereof of additional capacity. Where mixer performance tests have been conducted in accordance with ASTM C94, with the mixer to rated capacity, the mixing time may be reduced to the time at which satisfactory mixing defined by the performance tests shall have been accomplished. When the mixing time is so reduced the maximum mixing time shall not exceed this reduced time by more than 60 seconds for air entrained concrete. Certified concrete uniformity tests shall be conducted in accordance with ASTM C94. If the uniformity requirements are not met, that mixer shall not be used until the condition is corrected.

101.9.3 Shrink-Mixed Concrete: Concrete mixed in a shrink mix production program shall be mixed in accordance with the certified shrink mix program as defined by the CONTRACTOR. Concrete shall be mixed in a stationary mixer not less than the certified minimum mixing time after all ingredients are batched into the drum, and not less than the minimum mixing revolutions specified for the

transit mix truck after the load is transferred into the transit mix truck. Mixing in the transit mix truck shall not exceed the maximum requirements of paragraph 101.9.4. Shrink-mixed concrete procedures shall be certified to provide concrete that complies with the uniformity specifications of ASTM C94 as determined by uniformity tests specified in ASTM C94, for the maximum batch volume of concrete defined by the CONTRACTOR. If uniformity requirements are not met for the combination of stationary plant and transit mixers, the shrink mix program shall not be used. Tempering of shrink mix concrete at the job site shall comply with the requirements of 101.10 and 101.11.

101.9.4 Truck-Mixed Concrete:

Concrete mixed in a truck mixer shall be mixed after all ingredients including water, are in the drum at least 70 revolutions and not more than 100 revolutions at the mixing speed as defined by the Manufacturer. The mixing speed for the mixer shall be identified on the mixer. Certified concrete uniformity tests shall be conducted on transit mixer trucks in accordance with ASTM C94 and annually. If the uniformity requirements are not met, that mixer shall not be used until the condition is corrected. Mixing beyond the number of revolutions at mixing speed found to produce the required uniformity of concrete shall be at the agitation speed defined by the mixer manufacturer. The manufacturer's recommended mixing and agitation speeds shall be posted on the truck mixer.

101.9.5 Volume Batched Concrete:

Concrete batched in accordance with ASTM C685, shall be mixed in accordance with the requirements of this Specification and the Manufacturer's recommendations. The continuous mixer shall be an auger type mixer or any other type suitable for mixing concrete to meet the requirements for uniformity specified in ASTM C685,

101.10 TEMPERING BATCHED CONCRETE

101.10.1.1 The slump of a concrete mix sampled at final discharge shall comply with the requirements of TABLE 101.C. Non complying material shall be removed from the structure as directed by the ENGINEER.

101.10.1.2 A load of concrete may only be tempered with water after the mix cycle is complete when, upon arrival at the job site, the slump of the concrete is less than specified, and the time limit and revolution limit specified in 101.9 are not exceeded.. When additional water is required, the total water in the truck shall not exceed the maximum water to cementitious ratio specified in the authorized design mix when the concrete is discharged. When tempering is required and allowed as defined by the water to cementitious ratio for the design mix, the water shall be injected into the mixer and the drum or blades turned a minimum of 30 revolutions at mixing

speed before discharge as long as the revolution limit specified in 101.9 is not exceeded.. Additional water shall not be added to the batch after tempering without authorization by the ENGINEER.

101.10.1.3 When the slump of a sample taken within the time limits specified in 101.9 the specification requirements of TABLE 101.C, the mixer truck may be mixed a minimum of 15 revolutions at mixing speed, as long as the revolution limit specified in 101.9 is not exceeded, sampled and tested. If the slump of the second sample exceeds the maximum specified slump by 0.25 in (6 mm), the load may be rejected as directed by the ENGINEER.

101.10.2.1 The air content in air entrained concrete, when sampled from the transportation unit at the point of discharge, shall comply with the requirements of this specification. Non complying material shall be removed from the structure as directed by the ENGINEER.

101.10.2.2 When a preliminary sample taken within the time limits specified in 101.9 and prior to discharge for placement shows an air content below the minimum specified level, the CONTRACTOR may add additional air entraining admixture to achieve the specified air content, if the revolutions on the drum counter are less than 300, and the total revolutions, after air entrainment addition will not exceed 300 following mixing a minimum of 30 revolutions at mixing speed after dosage with the admixture. Additional air entraining admixture may not be added to the batch after the initial air entraining admixture tempering. Air entraining admixture shall be batched in accordance with 101.7.2. In addition to sampling and testing for compliance after tempering with the air entraining admixture, a sample shall be taken during discharge from the second half of the load to verify slump and entrained air compliance through the load with the specification.

101.10.2.3 When the entrained air exceeds the specified requirements, the load may be mixed a minimum of 15 revolutions, sampled and tested, if the drum revolutions do not exceed 300, and will not exceed 300 following mixing. If the entrained air exceeds the specification by 0.1 %, the load may be rejected as directed by the ENGINEER.

101.10.3 High range water reducing admixtures, superplasticizers shall be batched as recommended by the manufacturer.

101.10.4 Aggregates and cementitious material may not be used to temper a batched load of portland cement concrete.

101.10.5 All samples shall be tested for slump, entrained air, and unit weight after tempering..

101.10.6 The field dosage amounts of admixtures and water shall be reported on the truck ticket.

101.10.7 The OWNER shall pay for quality assurance sampling and testing specified 101.15, or as directed by the ENGINEER.

101. 11 DELIVERY & DISCHARGE:

101.11.1 Discharge of the concrete shall be completed within 1-1/2 hours or before the drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. These limitations may be waived by the ENGINEER if (1) the concrete is proportioned and certified for use after mixing/agitation time in excess of 1-1/2 hrs, or (2) is of such a slump that it can be placed and finished, without the addition of water to the batch after the time limit noted above is exceeded. In hot weather or under conditions contributing to quick stiffening of the concrete, a time less than 1-1/2 hrs. may be specified by the ENGINEER.

101.11.2 The minimum discharge temperature of concrete in cold weather shall be equal or greater than the temperature specified in Table 101.D.

TABLE 101.D - Cold Weather Construction
Concrete Temperature, min [1]

Ambient Air Temperature	Thin Sections	Heavy Sections & Mass Concrete [2]
30 to 45 °F	60°F	50°F
0 to 30 °F	65°F	55°F
Below 0 °F	70°F	60°F

[1] The maximum concrete discharge temperature of all concrete, except "high early release concrete", produced with heated aggregates, heated water, or both, shall be 70°F. The discharge temperature of "high early release concrete" in cold weather shall be 70 °F - 76 °F.

[2] Sections having dimensions in all directions greater than 2 feet (24 inches)

101.11.3 The discharge temperature of concrete in hot weather should be kept as cool as possible. Concrete supplied to a project site having a discharge temperature greater than 90 °F may be rejected by the ENGINEER if the concrete cannot be placed and finished after a single tempering with water as authorized under 101.10. Retarding admixtures may be used to control setting in hot weather. The discharge temperature of "high early release concrete" in hot weather shall be specified by the CONTRACTOR.

101.11.4 The CONTRACTOR shall provide to the ENGINEER with each batch of concrete batched and/or delivered to the job site, before unloading at the site, a delivery batch ticket on which the information specified in TABLE 101.E is printed, stamped or written, certifying said concrete. One copy of the ticket shall be available for the ENGINEER and one copy of the ticket shall be available for the quality assurance testing program.

TABLE 101.E
BATCHING TICKET INFORMATION
REQUIREMENTS

- A. Name of Concrete Supplier
- B. Delivery Ticket Number
- C. Date of Delivery
- D. Contractor
- E. Project Name (Optional)
- F. Design Mix Number
- G. Volume of Concrete in Load
- H. Time loaded
- J. Batched Weight (mass) of Cement
- K. Batched Weight (mass) of Fly Ash
- L. Batched Weight (mass) of Fine Aggregate
- M. Batched Weight (mass) of Coarse Aggregate(s)
- N. Batched Weight (mass) or Volume of Each Admixture
- O. Weight or volume of water batched at the plant
- P. Design Mix Target Proportions
- Q. Weight or volume (gal.) of temper water added at the site
- R. Weight or volume of each temper admixture added at the site
- S. Signature and name (printed) of CONTRACTOR'S representative who authorized the tempering, if any, at the site and affiliation to project

101.12 PLACEMENT

101.12.1 Portland cement concrete shall be placed to the lines, sections, grades and elevations, with the procedures specified in the CONTRACT documents. The material shall be consolidated to eliminate all voids, internal rock pockets and defects in the finish concrete. Casting subgrade and formed surfaces shall be damp, at the placement of the concrete. Removable forms shall be treated with a form release agent prior to placement of the forms for ease of removal of the forms without damage to the supported concrete. Forms shall be sealed to prevent leakage. Form release agents shall not stain the adjacent concrete. Placement and finishing shall be completed prior to the start of the initial set of the

concrete.

101.12.2.1 The CONTRACTOR shall submit a concrete pumping plan to the ENGINEER for review and authorization one week prior to the start of a pumped concrete construction program for placements complying with 101.1.1. The submittal should identify the pump manufacturer, size and type, rated capacity(s) for the line diameter(s) to be used and distance(s) to be pumped.

101.12.2.2 Pumping shall conform to the recommendations of the pump manufacturer. The pump manufacturer's operation manual shall be available on the pump equipment, and submitted to the ENGINEER, upon request.

101.12.2.3 Concrete shall be pumped in a uniform continuous flow to point of discharge, with all lines kept full, during the pumping operation. The CONTRACTOR shall provide either a system for controlled discharge of the concrete, or the last 5 feet of the pump line, immediately prior to the line discharge opening, shall have a slope equal or less than 10:1, horizontal to vertical, during the pumping of concrete, as authorized by the ENGINEER. The concrete shall not be dropped a vertical distance greater than four feet at discharge from the pump line without a tremey. Concrete placed by pump shall conform to the requirements of this specification after discharge from the pump line. Pumping of concrete shall not commence without authorization by the ENGINEER.

101.13 FINISHING

The CONTRACTOR shall finish Portland cement concrete as required by the CONTRACT documents, Supplemental Technical Specifications, or as directed by the ENGINEER.

101.14 CURING CONCRETE

The CONTRACTOR shall cure concrete as required by the CONTRACT documents, SECTION 349 of this specification, the Supplemental Technical Specifications, or as directed by the ENGINEER. A concrete structure or element shall not be released to service loads until it has achieved a minimum of 85% of the design strength, f_c , at the time the structure is placed in service, or the curing program specified in SECTION 349 is completed, or as directed by the ENGINEER. Service loads shall include construction loads, design loads and environmental exposure.

101.15 QUALITY ASSURANCE SAMPLING AND TESTING

101.15.1.1 Quality assurance sampling and testing shall be performed in accordance with the requirements of this Specification, the Supplemental

Technical Specifications, or as required by the ENGINEER. Concrete shall be sampled and tested by a technician/engineer certified as either an ACI certified Concrete Field Testing Technician Grade I, or the equivalent National Institute for Certification of Engineering Technologies Technician, with Specialty Concrete Work Elements Level I 82001, 82002, and Level II 84002, 84003, 84004, 84010.

101.15.1.2 Quality assurance testing and analysis shall be performed in a laboratory accredited in accordance with the requirements of the New Mexico State Highway and Transportation Department "Procedure for Approval of Testing Laboratories to Perform Inspection, Testing, and Mix Design Services", April 13, 1998 Edition, under the direct supervision of a New Mexico Registered Professional Engineer.

101.15.1.3 Testing equipment used in the performance of specified testing shall be calibrated annually with calibration standards traceable to the National Bureau of Standards. Certification records shall be maintained at the laboratory for review by the ENGINEER. A copy of the certifications shall be submitted upon request to the ENGINEER. Quality assurance testing shall be directed by the ENGINEER and paid by the OWNER

101.15.2.1 Samples will be taken in the field by the ENGINEER, in accordance with ASTM C172, at discharge to the structure/application after all tempering at the job site has been completed.

101.15.2.2 A sample shall be taken for each design mix of concrete placed each day, once for each 100 cu yd of concrete, once for each 5000 sq.ft. area of slabs or walls, or fractions thereof, whichever is greater, or as directed by the ENGINEER. Hi-Lo thermometers will be provided by the CONTRACTOR to monitor field curing concrete temperatures and companion test specimens while in the field, as directed by the ENGINEER.

101.15.3 Slump tests will be performed on each quality assurance sample in the field in accordance with ASTM C143. Concrete used for slump tests shall not be used in specimens for strength tests. The slump shall not exceed the maximum value defined in TABLE 101.C plus 0.25 in (6 mm). Slumps shall be reported to the nearest 1/4 inch (1 mm).

101.15.4 Entrained air tests will be performed on each quality assurance sample in accordance with the requirements of ASTM C231 for normal weight concrete, and ASTM C173, light weight concrete as specified in TABLE 101.C. Concrete used for entrained air tests shall not be used in specimens for strength tests. The entrained air shall not be less than the minimum nor greater than the maximum entrained air specified plus 0.1 % . Entrained air shall

be reported to the nearest one tenth of one percent.

101.15.5.1 The cement content per cubic yard for a load of concrete shall be determined on each quality assurance sample in accordance with ASTM C138. The unit weight shall be reported to the nearest one tenth of a pound per cubic foot (one kilogram per cubic meter). The cement factor shall be reported to the nearest pound per cubic yard (kilogram per cubic meter).

101.15.5.2 The portland cement content per cubic yard for a load of concrete shall be calculated by dividing the batched weight of the portland cement reported on the truck ticket for the load represented by a quality assurance test sample, by the yield, in cubic yards, determined in 101.15.1. The cement content shall be reported to nearest one pound per cubic yard. The portland cement content shall not be less than the minimum cement content for the application specified in TABLE 101.C.

101.15.5.3 The water to cementitious ratio for a load of concrete sampled and tested under this specification shall be calculated by comparing the total water in a load, by weight, the batched water reported on the load's batch ticket plus any water added in the field, to the sum of the portland cement and fly ash reported on the batch ticket. The weight of the water shall be divided by the weight of the cementitious materials and reported to the nearest one hundredth value (xx.xx). The water to cementitious ratio shall be less than or equal to the water to cementitious ratio for the application specified in TABLE 101.C.

101.15.6 A non complying field test, slump test, entrained air test, cement content, shall be verified by sampling and testing a second sample from the same load represented by the non complying sample/tests. If the second sample/tests determine the material is in compliance, the load may be authorized for placement and the all quality assurance tests required shall be performed. If the second test confirms the initial test results, the concrete load may be rejected as directed by the ENGINEER. If the second test confirms the initial sample non complying test, the second sampling and testing shall be paid by the CONTRACTOR, as specified. The OWNER shall pay for all complying test.

101.15.7.1 Quality assurance compressive strength concrete specimens/cylinders shall be molded in accordance with ASTM C31. Cylinders shall be sealed metal or plastic molds complying with ASTM C31. The specimens will be submerged in water during the initial field curing at the site when the average ambient temperature is equal or greater than 60 °F, site conditions permitting, as directed by the ENGINEER. If the initial field cure submersion procedure is not used, high-low thermometers shall

be used to monitor the initial field cure temperature of the quality assurance specimens, and the recorded temperatures shall be reported in the sampling and testing report. If the curing temperature recorded on the high-low thermometer exceeds 85 °F, concrete compressive test strengths shall be reported as information only, and the lab of record shall revise the initial cure procedure for the assurance specimens to control the curing temperature to less than 85 °F. Cylinders left in the field longer than the maximum specified time shall be so identified and reported "for information only". A sample may be taken to the testing laboratory for testing and casting provided the cylinders can be molded within 15 minutes after sampling.

101.15.7.2 Strength specimens shall be molded and tested in accordance with ASTM C31, C39, C78 & C93, C192, and this specification. The number and type of compressive strength test cylinders shall be a minimum of four (4) 6"dia. x 12"H cylinders for channel concrete, and normal concrete with nominal maximum size aggregate of 1.5 inch to 2.0 inch. The number and type of compressive strength test cylinders shall be a minimum of four (4) 4" dia x 8" cylinders for normal concrete with nominal maximum size aggregate 1 inch and less. The number and type of cylinders shall be a minimum of six (6) 4" dia x 8" cylinders for high early release concrete compressive strength tests. The number and type of Modulus of Rupture flexure test beams shall be a minimum of three (3) 6"x6"x42" beams or equivalent for Modulus of Rupture Tests, as directed by the ENGINEER. Strength specimens shall be cast using concrete from the same load as the concrete field tests. When 4"dia. x 8" cylinders are used, they shall be cast in two equal lifts, each lift rodded twenty five times with a three eights inch (9.5 mm) diameter rod with a three eights inch (9.5 mm) semi spherical tip. The rodding of a lift placed on a lift of concrete shall penetrate into the top of the preceding lift.

101.15.7.3 When strength tests are required for stripping of forms or release of structure, a minimum of 2 test specimens complying with the specimen type specified in 101.15.7.2 for each test shall be molded and cured at the site under the same conditions as the concrete represented by the specimens. The specimens shall be returned to the Lab at the end of the field curing period and tested in accordance with ASTM C39. The test strength shall be the average of the test strengths of the two specimens. The critical concrete compressive strength (f'_c) shall be a minimum of 85% of the specified design strength.

101.15.7.4 Concrete strength test specimens shall be tested at 7 days and 28 days. One specimen shall be tested at 7 days and 2 specimens shall be tested at 28 days, and reported to the Engineer. The test strength shall be the average of the test strengths of the two specimens tested at either 28

days, or as specified in the Supplemental Specifications, drawings, or by the ENGINEER.

101.15.7.5 High early release concrete strength test specimens shall be tested at 3, 7, and 28 days for concrete. One specimen shall be tested at 3 days and 2 specimens shall be tested at 7 and 28 days, and reported to the ENGINEER. The test strength for high early release concrete shall be the average of the test strengths of two specimens tested at 7 days, or as specified in the Supplemental Specifications, drawings.

101.15.8. Not Used.

101.15.9.1 Evaluation and acceptance of concrete shall meet the criteria established in Chapter 5, Section 5.6, "Evaluation and acceptance of concrete," ACI 318-89. Each strength test result shall be the average of two cylinders from the same sample tested at 28 days or the specified age. The strength level of the concrete will be considered satisfactory if the averages of all sets of three

consecutive strength tests results equal or exceed the required f'_c and no individual strength test result falls below the required f'_c by more than 500 psi. Quality assurance compressive strength specimens sampled and cast when the average ambient temperature is greater than 60 °F, and cured with an initial field cure procedure other than submersion method specified in

101.15.7.1, shall be evaluated using the highest curing temperature recorded by the high-low thermometer provided for the field cure and Table 101.E. The test compressive strength shall be compared to the estimated strength corresponding to the highest initial cure temperature indicated in Table 101.E. An assurance compressive strength test shall be equal or greater than the compressive strength defined by Table 101.E when the initial field cure temperature is equal or greater than 85 °F and the initial field cure is not the submerged method specified in 101.15.7.1.

TABLE 101.E
MINIMUM COMPRESSIVE STRENGTH, f'_c

$$f'_c \geq P_{TI} \times f'_c / 100, \text{ psi}$$

°F [2]	73	80	85	90	95	100	105	110	115	120
Cure Day(s)	P_{TI} , % of Specified Strength, f'_c [1,3]									
3	100	108	114	120	122	123	125	120	115	110
7	100	101	102	103	100	98	95	91	78	75
28	100	97	95	93	90	88	85	82	78	75

- Notes:
- Reference ACI 306, 6.6.1
 - The Non Submerged assurance cylinder cure recorded maximum initial field cure temperature. If a high- low thermometer was not used, the highest ambient temperature recorded for the initial cure period by the national weather service will be used as the initial cure temperature.
 - f'_c specified compressive strength

101.15.9.2 If individual tests of either laboratory-cured specimens produce strengths more than 500 psi (3.4 MPa) below f'_c , or, if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that the load-carrying capacity of the structure is adequate. If the presence of low-strength concrete is confirmed and computations indicate that the load-carrying capacity may have been significantly reduced, tests of cores drilled from the area in question shall be required in accordance with ASTM C42, as directed by the ENGINEER. Three cores shall be taken for each case of an individual cylinder test more than 500 psi (3.4 MPa) below f'_c or where the average of any set of three consecutive strength test results is below f'_c . If the

concrete in the structure will be dry under service conditions, the cores shall be air dried (temperature 60 to 80 °f and relative humidity less than 60 percent) for seven days before test and shall be tested dry. If the concrete in the structure will be more than superficially wet under service conditions, the cores shall be immersed in water for at least 48 hours and tested wet. If coring is required a coring plan will be prepared by the ENGINEER no later than 42 calendar days after the placement date. Coring shall be completed and a report submitted no later than 56 calendar days after placement. Core sampling for non complying tests shall be taken at the direction of the ENGINEER and paid by the OWNER. The CONTRACTOR shall be responsible for material

replacement of the same design mix in adjacent concrete at no cost to the OWNER where samples are removed.

paid for by the CONTRACTOR.

101.15.9.3 Concrete in the area represented by core tests shall be considered structurally adequate if the average strength of three (3) cores is equal or greater than 85% of the specified design strength (f_c), and no single core has a compressive strength less than 75% of the specified design strength. To check testing accuracy, locations represented by erratic core strength may be retested. If these strength acceptance criteria are not met by the core tests, and if structural adequacy remains in doubt, The OWNER and ENGINEER may order load tests as outlined in Chapter 20, ACI 318 for the questionable portion of the structure. Load tests shall be

101.15.9.4 If the structure under consideration does not satisfy the above strength acceptance criteria or the criteria of Section 20.2 or 20.4, ACI 318 The OWNER may order The CONTRACTOR to remove and replace any portion of the structure which is not in compliance with the above. If so ordered, the CONTRACTOR shall perform such work at his own expense. The CONTRACTOR shall patch all core sample holes with the same or similar materials adjacent to the core hole. The patching concrete shall be placed and cured in accordance with the requirements of this specification.

101.15.10 TEST REPORTS

101.15.10.1 Test reports shall include but not limited to the following, as directed by the ENGINEER.

A. Field Data

- 1 Date of Sampling
- 2 Time of Sampling
- 3 City of Albuquerque Project or
- 4 City of Albuquerque project or Permit Number
- 5 Contract Title
- 6 Portland Cement Concrete Supplier
- 7 Delivery Ticket Number
- 8 Design Mix Number
- 9 Sampling location as defined by the Project Plans and Specifications
- 10 Ambient temperature at time of sampling, °F
- 11 Material temperature at time of sampling, °F
- 12 Mixer drum revolution count at start of discharge of concrete

B. Field Tests Results, with specifications.

	Accuracy	
1 Slump, in (mm)	0.25	1
2 Entrained Air, %		xx.x
3 Unit Weight, pcf (kg/m^3)	xxx.x	(xxxx)
4 w:(c+fa) ratio	x.xx	x.xx
5 Cement Factor, C.F., lbs/yd ³ (kg/m^3)	xxx	(xxxx)
6 Cement pay factor determined in accordance with 101.16.2		

C. Comments

- 1 Report any addition of water and materials and amounts by either volume or weight, prior to and after sampling.
- 2 Report mixer revolutions count at time of discharge.
- 3 Record number of mixer revolutions after field tempering with water and/or admixtures, and @ what mixer speed, mixing or agitating speed.

D. Laboratory Tests

1 Calendar reference and day count from date of sampling for each strength test sample		
2 f_c compressive strength test result reported to psi/ MPa	10	1
3 M.R. Modulus of rupture reported to psi/ MPa	5	0.5

E. Analysis & Certification

The testing laboratory shall provide certification the sampling and testing were performed in compliance with the requirements of the specifications. Certification shall be provided by the New Mexico Registered Professional Engineer in direct responsible charge of the laboratory testing program.

101.15.10.2 Test results shall be reported to the ENGINEER, CONTRACTOR, concrete supplier and OWNER in writing, within 7 working days of completion of the test, as directed by the ENGINEER. Non-complying tests shall be reported within one working day of completion of the test.

101.16 MEASUREMENT AND PAYMENT

101.16.1 Measurement for Portland cement concrete supplied under this specification shall be by LOTS as the area, volumes, and as specified in the contract documents, as directed by the ENGINEER.

101.16.2 Payment for Portland cement concrete supplied under this specification shall be for each LOT, at the contract unit price adjusted in accordance with the

formula below and TABLE 101.F, as directed by the ENGINEER. A LOT shall be defined as either the volume or area of concrete for each design mix placed on a project in a day as defined in the CONTRACT. The adjusted unit price shall be calculated using the formula below and the pay factor, CF_p , defined in TABLE 101.F. The pay factor shall be defined by the number of samples representing a LOT, and, the % variance of the mean/average (M) portland cement content of the LOT from the minimum cement content specified in TABLE 101.C for the application, as determined by field quality assurance sample test results. Acceptance samples for a LOT shall be sampled and tested in accordance with 101.15. All acceptance samples taken in one day for a type of concrete shall represent a LOT of that type of concrete.

$$UP' = PF \times UP$$

UP', Adjusted Contract Unit Price
 PF, Pay Factor, $PF = 0.50 \times (1.00 + CF_p)$
 UP, Contracted Unit Price

TABLE 101.F - CEMENT PAY FACTOR CALCULATION, CF_p

n, number of samples	Deficiency, $D = (C - M)/C$	CF_p
3, OR MORE	$D \leq 0.0$	1.00
	$0.0 < D \leq 1.0$	1.00
	$1.0 < D \leq 2.0$	0.95
	$4.0 < D \leq 6.0$	0.90
	$6.0 < D \leq 8.0$	0.85
	$8.0 < D \leq 10.0$	[1]
	$D > 10.0$	Remove and Replace

- D, Deficient cement content as % of C, minimum
 C, Minimum cement content specified for the application in TABLE 101.C
 M, Average or mean (M) cement factor for a LOT. The cement factor shall be calculated as the average of cement factors of all tests taken for a LOT, but not less than three tests, determined in accordance with 101.15.6.

[1] If determined by the ENGINEER to be more practical to accept the material, the LOT may be accepted under written agreement between the OWNER and the CONTRACTOR at an assigned pay factor $CF_p = 0.70$.