

INVITATION TO BID
CONSTRUCTION CONTRACT

Bid Number: LADP-ITB-26-1

Sealed bid opening

MUTUAL DOMESTIC WATER COOPERATIVE ASSOCIATION-
LAS ACEQUIAS DE PLACITAS

SECTION 1

INVITATION TO BID

BID NUMBER: LADP-ITB-26-1

BIDDER: Name: Address: Phone: Fax: E-mail:	INVITATION TO BID CONSTRUCTION CONTRACT BID NUMBER: LADP-ITB-26-1 Sealed bid opening BY MUTUAL DOMESTIC WATER COOPERATIVE ASSOCIATION- LAS ACEQUIAS DE PLACITAS DATE: October 22, 2025 TIME: 11:00 A.M. MST Chief Procurement Officer: Jon Couch Contact: Carolyn Kennedy President, LADP (505) 867-2853
PROJECT: Domestic Water Distribution System	
AGENCY/POINT OF CONTACT: MDWCA-LAS ACEQUIAS DE PLACITAS P.O. BOX 811 PLACITAS NM 87043	<u>IMPORTANT</u> DEADLINE FOR MAILED-IN BIDS: MUST BE RECEIVED BY October 15, 2025. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope.

SEALED BIDS WILL BE RECEIVED UNTIL THE ABOVE-SPECIFIED DATE AND LOCAL TIME, THEN PUBLICLY OPENED ON THE DATE AND TIME SPECIFIED AT LAS PLACITAS PRESBYTERIAN CHURCH, JUNCTION HWY. 165 AND PASEO DE SAN ANTONIO, PLACITAS, NEW MEXICO, AND READ ALOUD. MAIL BIDS TO THE LAS ACEQUIAS DE PLACITAS AT THE ADDRESS STATED ABOVE.

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS."

THE BID PROPOSAL FORM MUST BE ACCOMPANIED BY A SURETY BOND, SUBCONTRACTOR LISTING FORM, AND DOCUMENTS SPECIFIED IN THE "INSTRUCTIONS TO BIDDERS."

Bidding Documents: Bidding documents, plans, specifications, drawings etc. may be obtained at <http://www.lasacequiasdeplacitas.com/itb>

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

Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus any additive or deductive alternates that are selected by the Agency. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted.

NOTE: Base Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by the Agency.

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. No Bidder may withdraw his bid for **60 DAYS** after the actual date of the opening thereof.

Wage Rates & Workforce Solutions Registration: Pursuant to the Public Works Minimum Wage Act, Section 13-4-10 to 13-4-17, NMSA 1978, all work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if the bid amount is sixty thousand dollars (\$60,000) or more, is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works Unit. Section 13-4-13.1 *requires* Contractors when their bid is over \$60,000 and subcontractors of all tiers when their portion of the work is over \$60,000, to be registered with the Labor Relations Division of the Department of Workforce Solutions. This registration is available under the "Contractor Registration" section at the following website:

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

There may be some administrative delay in processing your registration. Pursuant to Section 13-4-13.1, NMSA 1978, the Agency **cannot accept your bid if you are not registered at the time of bid opening.**

Please direct all questions concerning registration to DWS at (505) 841-4400.

A completed Subcontractor Listing Form must accompany each bid.

Bonds: Bid Security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of five percent (5%) of the total bid, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Agency, must accompany each bid in accordance with the Instructions to Bidders.

A 100% Performance Bond and a 100% Payment and Materials Bond for the total contract amount, including appropriate New Mexico Gross Receipts Tax, executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Bidder prior to award of contract. A subcontractor shall provide performance and payment bonds if the subcontractor's contract (to the Contractor) for work to be performed is \$125,000 or more. Failure of a subcontractor to provide the required bonds shall not subject the Agency to any increase in cost due to approved substitution of subcontractor.

Pay Equity Reporting Requirements: Pay Equity Form PE10-249 must accompany each bid unless the bidder is exempt. If exempt, the bidder must check the appropriate box on the Bid Form which identifies the reason for the exemption.

The Agency intends to award this Project to the lowest responsive responsible Bidder. The Agency reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Agency.

Preferences: Applicants for all resident businesses, veterans, and Native American preferences will have to obtain preference numbers from the New Mexico Department of Taxation & Revenue. ***Vendor must submit a copy of their preference certificate with each solicitation in order to receive the preference.*** Applications are available for download at the following website:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

A Pre-Bid Site Visit, which is not mandatory but is recommended, will be held as follows:

DATE: Wednesday, September 24, 2025

TIME: 10:00 A.M. Mountain Daylight Saving Time

LOCATION: Meet at Placitas Post Office

POINT OF CONTACT: Jon Couch, info@waterprisms.com

CONTRACTING AGENCY:

Mutual Domestic Water Cooperative Association-Las Acequias De Placitas (LADP) is seeking qualified bidders to **provide construction services for domestic water distribution system in the village of Placitas.**

Questions regarding the technical aspects of the bidding documents shall be submitted to Cassy McClintock, P.E., Project Manager at cassy.mcclintock@cdsnm.com

Questions regarding purchasing/invoicing procedures shall be submitted to Carolyn Kennedy, President, LADP, at (505) 867-2853 or e-mail: info@lasacequiasdeplacitas.com

The last day for questions is close of business (5:00 pm local time) Wednesday, October 1, 2025.

1. SPECIFICATIONS AND BIDDING FORMS

Contract Documents, Construction Specifications and bidding forms may be obtained at

<http://www.lasacequiasdeplacitas.org/itb>

2. DEFINITION OF TERMS

For all purposes herein, the terms "Contracting Agency," "Agency," "Owner," and "LADP" shall refer to Las Acequias De Placitas.

3. SPECIFICATIONS, FEES AND TAXES

- a) Construction will be performed in conformance to the NMDOT, APWA, or other Specification cited, including all updates, and in conformance with the Supplemental Technical Specifications as included in the Contract Documents.
- b) Pursuant to Section 1.4.1.10, NMAC Bidders are hereby notified that all Bids submitted are to exclude the applicable state gross receipts tax or applicable local option tax. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each billing or request for payment made under the Contract.

Permits and Licenses: Unless otherwise specified herein, the Contractor is responsible to obtain and pay for all permits and licenses required for this Project. These costs shall be included as Contractor's overhead and will not be reimbursed. No allowances for the permits and licenses are included in the bid.

4. INTERPRETATION OF DOCUMENTS

If any persons contemplating submitting a Bid for the Work are in doubt as to the meaning of any part of the Plans, Specifications or other Contract Documents, they may submit to the Chief Procurement Officer a written request for an interpretation thereof to be received at any time prior to close of business (5:00 pm local time) on Wednesday, October 1, 2025. Any interpretation of the documents will be made only by addendum duly issued.

5. ADDENDA

Each addendum shall be a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof, and all Bidders shall be bound by such addenda. On their Bid, each Bidder shall acknowledge receipt of each addendum. Failure to acknowledge addenda may deem the bid unresponsive.

6. **EXAMINATION OF SPECIFICATIONS, CONTRACT DOCUMENTS, AND PROJECT SITE**

There will be a Pre-Bid Site Visit as noted in Section 1 of the Invitation to Bid. Bidders may visit the site of the proposed work, fully acquaint themselves with the existing conditions relating to the construction of the Project, fully inform themselves as to the facilities involved, and fully investigate the difficulties and restrictions attending the performance of the Contract. Each Bidder shall thoroughly examine and familiarize themselves with the Plans, Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall not be relieved of any obligations thereunder due to their failure to receive or examine any form or legal instrument or to visit the site and acquaint themselves with the conditions there existing. LADP will be justified in rejecting any claim based on facts which the Contractor should have noticed as a result of visiting the work site. The Bidders shall familiarize themselves with federal, state and local laws, ordinances, rules and regulations and the Project site and local conditions and any other matters which would affect the construction, performance of the Work and employment of labor thereon.

7. **SUBMISSION OF BIDS**

Bids shall be made on the printed forms, which are a part of these Contract Documents, as set forth in Section 4. Prices shall be filled in for all items in the Bid, as required in the Unit Price Bid sheets. Prices shall be shown in numerals in ink, printed or typed in the spaces provided. Alterations to bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid. All Bids shall be submitted and received with the understanding that the Bidder accepts the terms and conditions contained herein. **One original and one copy of the Unit Price Bid contained in Section 4 shall be submitted.**

8. **BID SECURITY**

Each bid shall be accompanied by a bid bond issued by a surety duly authorized to conduct business in the State of New Mexico, approved in Circular 570 as published by the U.S. Treasury Department, and acceptable to LADP in the amount of five percent (5%) of the total amount of the Bid. Bid security is submitted as a guaranty that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required by the Contract Documents and will furnish good and sufficient bond for the faithful performance of the same and for the payment of all labor and materials. The bid security of the three (3) lowest Bidders will be retained until the Contract is awarded or other disposition is made thereof. Bids submitted without the required bid security will not be considered.

9. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and received prior to the scheduled closing time for the receipt of Bids

10. OPENING OF BIDS

Bidders are invited to be present at the Bid Opening. The person reading the Bids will utilize the following procedure:

- a) Read name of Bidder and Bidder's New Mexico Contractor's License Number and classification(s) held.
- b) Acknowledge receipt of bid security.
- c) Verify two copies of the Bid are received.
- d) Verify Bidder's acknowledgment of addenda.
- e) Read the amount of the Bid.
- f) Determine if a Resident, Resident Veteran, Resident Native American, or Resident Native American Veteran Contractor discount applies and calculate the discounted amount.
- g) Verify that List of Subcontractors is furnished.
- h) Read Pond/Reservoir Construction Experience, if any.
- i) Determine whether other requirements have been met, if any.

11. BID CONSIDERATION TIME

LADP will require time to study and canvass each Bid and determine which Bid it deems to be in the best interest of LADP to accept. In consideration thereof, no Bid may be withdrawn after the scheduled closing time for receipt of bids for the period of time specified in the Bid.

12. QUALIFICATIONS OF BIDDERS

All Bidders must be currently licensed in the State of New Mexico for the type of work to be performed at the time of Bid submittals. Pond or reservoir liner installation experience is desirable.

13. POWER OF THE CONTRACTING AGENCY

LADP reserves the right to accept any or all Bids and to waive technicalities, to make any investigation deemed necessary of a Bidder's ability to perform the work covered by the Plans and Specifications and to accept what, in its judgment, is the best Bid. Without limiting the generality of the foregoing, any Bid which is incomplete, obscure, or irregular may be rejected; any Bid having erasures or corrections in the price sheets may be rejected; any Bid in which unit prices are omitted, or which is accompanied by an insufficient bid bond, may be rejected. LADP also reserves the right to reject the Bid of a Bidder if any one or more of the following apply to a Bidder: previously failed to perform properly in any other governmental, quasi-governmental, or private construction project, including inferior materials, inferior workmanship, attempts to use substandard equipment, excessive inspection caused to LADP to insure good workmanship, used poor construction methods; failed to complete on time a Contract of similar nature; failed to complete work in a workmanlike manner; failed to promptly complete warranty work; failed to coordinate the work of Subcontractors and other persons on the job site; failed to properly coordinate inspections or supervision by LADP; failed to take appropriate directions from LADP; made excessive requests for unjustified change orders; has unresolved disputes with LADP or outstanding litigation with LADP (not including protests or appeals from protests regarding current or prior jobs); or is not in a position to perform the work governed by the Contract. LADP reserves the right to review the qualifications of Bidders and will reject the Bid of any Bidders whose qualifications are considered inadequate for this Contract.

14. SUBCONTRACTORS, OTHER PERSONS, ORGANIZATIONS

The Contract Documents require the identity of Subcontractors and other persons and organizations to be submitted to LADP as shown on the Bid. All Bidders shall submit to LADP a list of all Subcontractors, including all technical professionals and testing laboratories, and shall complete the form set forth in Section 4, Paragraph 4. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization. If LADP, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, LADP may, before giving the Notice of Award, request the apparent successful Bidder to submit an acceptable substitute without an increase in their Bid amount. If the apparent successful Bidder declines to make any such substitution, it will thereby sacrifice the Bid Security and withdraw from this Bid. Any Subcontractor, other person, or organization so listed and to whom LADP does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to LADP.

Pursuant to Section 13-4-13.1, NMSA 1978, Contractors and Subcontractors awarded contracts in excess of \$60,000 are required to register with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions and obtain a registration number prior to Bid submittal. All tiers of Subcontractors shall be subject to the

requirements of the Act. Failure to obtain a registration number prior to Bid submittal will deem the Bid non-responsive and the Bid will be rejected. Contractors are required to list their registration number as part of their Bid submittal. Failure to do so will deem the Bid nonresponsive and the Bid will be rejected. Contractors are required to list their Subcontractor's registration number on the Subcontractors' Supplemental Form and are required to submit the Subcontractors' Supplemental Form to CSWCD as per the instructions on the Subcontractors' Supplemental Form. Failure to comply with the instructions on the Subcontractors' Supplemental Form will deem the Bid nonresponsive and the Bid will be rejected.

15. AWARD OF CONTRACT

- a) LADP reserves the right to reject any and all Bids and waive any and all informalities and irregularities, according to Sections 13-1-131 and Section 13-1-132 of the NMSA Purchasing Code, and the right to disregard all nonconforming or conditional Bids or counter proposals.
- b) Subject to the terms and conditions specified herein, if a Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder meeting qualifications on the Base Bid shown on the Bid, provided, however, that if the Bid is a Unit Price Bid and there is a discrepancy between the amount shown as the Base Bid and the actual total amount of the Bid Items determined by multiplying the Unit Price shown for each Bid Item by the Estimated Quantity shown for that Bid Item and adding each such amount, it will be awarded to the lowest responsive and responsible Bidder on the actual total amount of the Bid Items, excluding the New Mexico Gross Receipts Tax (NMGR).
- c) If the Contract is to be awarded, the Chief Procurement Officer or his/her designee will give the apparent successful Bidder a Notice of Award and notify unsuccessful bidders.

16. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Prior to the execution of the Contract by LADP, the successful Contractor shall furnish separate surety bonds each in the amount of one hundred percent (100%) of the total Contract price, including Gross Receipts Tax, as security for the faithful performance of the Contract and for the payment of all labor and materials. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico, approved in Circular 570 as published by the U.S. Treasury Department, and acceptable to LADP. The cost for furnishing these bonds is incidental to the contract and no separate payment shall be made therefor.

17. AFFIRMATIVE ACTION PROGRAM

The Contractor shall comply with all applicable Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements contained herein.

In the event that a state and/or federal agency is providing funding for this Contract and has specific Affirmative Action/Equal Opportunity and Nondiscrimination requirements that are in conflict with these requirements, the specific state or federal requirements will govern.

18. CERTIFICATION OF BIDDER REGARDING AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

Each Bidder shall execute and submit the Certification of Bidder Regarding Affirmative Action/Equal Employment Opportunity and Nondiscrimination in the completed Bid.

19. WAGE RATES

The Bidder's attention is directed to the fact that wages to be paid on the Project shall not be less than the prevailing wage rates as listed in Section 3 herein.

20. UTILITIES

The Contractor shall make all provisions for supply of power, water and other utilities necessary for construction purposes. The Contractor shall be responsible for the coordination of all utilities.

21. COLLUSION

No Bidder shall be interested in more than one Bid. Collusion among Bidders or the submission of more than one Bid under different names by any firm or individual shall be cause for rejection of all Bids without consideration.

22. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

- a) Comply with the safety standards provisions of applicable laws, building and construction codes, and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the Federal Register, Volume 36, Number 75, Saturday April 17, 1971 as amended and updated.

- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees and property.
- c) Maintain at a well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care. In no case shall employees be permitted to work at a job site unless and until the Contractor has made a standing arrangement for the immediate removal of injured persons to a hospital or a doctor's care.

23. EXTENSION OF UNIT PRICES

In case of an error in the extension of prices in the bid, unit prices shall govern.

24. PROTESTS

In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the LADP Board of Directors. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Las Acequias De Placitas
Attn: Carolyn Kennedy, President
P.O. Box 811
Placitas, NM 87043
Telephone: 505-867-9580

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

25. APPLICABLE LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State Laws, County Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this Project shall apply to the Contract throughout. They will be deemed to be included in the Contract the same as if set out in full herein.

APPLICATION OF PREFERENCES: Pursuant to the requirements set forth in Section 13-4-2, NMSA 1978, to receive a Resident Contractor preference or a Resident Veteran Contractor preference, Bidders must submit a valid preference certificate issued by the Taxation and Revenue Department. If the required preference certificate is submitted, the following preferences shall apply:

- Resident Contractor or Native American Resident Contractor: bid shall be evaluated at eight percent (8%) lower than the bid received.

- Resident Veteran Contractor or Native American Resident Veteran Contractor: with annual revenue of up to six million dollars (\$6,000,000) to be evaluated at ten percent (10%) lower than the bid actually submitted.

To receive the Resident Veteran Contractor preference or Native American Resident Veteran Contractor preference, Bidder must also submit the Resident Veterans Preference Certification ("Certification"). A preference will not be applied if the Certification is not submitted.

Bidders are not eligible to receive both a Resident Contractor preference and a Resident Veteran Contractor preference, or both a Native American Resident Contractor and a Native American Resident Veteran Contractor preference.

26. APPROVAL OF INSURANCE

If applicable, even though a "Notice to Proceed (NTP)" may have been given, the Contractor or a Subcontractor shall not begin any work under this Contract until the required insurance has been obtained and the proper Certificates (or insurance policies) have been filed with LADP. Neither approval nor failure to approve certificates, policies, or the insurance by LADP shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

SECTION 3

MINIMUM WAGE RATES

- A. The minimum wages to be paid to the various classes of mechanics and laborers engaged by the Contractor and Subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Labor and Industrial Division of the New Mexico Department of Workforce Solutions as provided by Section 13-4-11, NMSA 1978 and in full force and effect, without exception, on the date of the Contract and during the lifetime of this Contract.
- B. The Contractor and each of its Subcontractors shall pay each of its employees working under this Contract in full, in cash, not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements, or undue inconvenience to the payee.
- C. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted under the usual practice prevailing between Trade Unions and Employers Association of the respective trades or occupations.
- D. Extra Work - Minimum Wage. In case Las Acequias De Placitas orders the Contractor to perform extra work or additional work which may make it necessary for the Contractor or any Subcontractor under him to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, LADP will include in the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation; and, insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.
- E. Wage Underpayments and Adjustments. The Contractor agrees that, in case of underpayment of wages to any worker on the Project under this Contract, LADP may withhold out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under his Contract and the wages actually paid such worker for the total number of hours worked and

that LADP may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by LADP pursuant to other provisions of this Contract.

A copy of the New Mexico State Office of the Labor Commissioner Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the Contractor's employees at all times on the job.

The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap.

SECTION 4

UNIT PRICE BID

To Mutual Domestic Water cooperative Association-Las Acequias De Placitas.

1. BID

The undersigned (hereinafter called "Bidder"), in compliance with your invitation for bids for

DOMESTIC WATER DISTRIBUTION SYSTEM,

having carefully examined the Contract Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below. These prices cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part. Quantities shown in this Unit Price Bid and in alternates, if any, have been estimated. Payment will be made for confirmed quantities as constructed.

2. BID RESPONSE - NOTICE TO BIDDERS

The Bidder shall fully complete and execute (sign) and submit one original and one copy (2 total) of the following:

- Bid Form
- Acknowledgment of Subcontractor's list
- Acknowledgment of Addenda
- Request for Qualifications
- Bid Bond (Security)
- Equal Employment Opportunity
- Certification of Non-Discrimination
- Non-Collusion Affidavit
- Report on Uncompleted Projects in Force
- Preference Certification, if eligible
- List of reservoir projects completed in last 5 years
- Subcontractor(s) experience

The Bidder shall include the following documentation, if eligible:

Resident Contractor, Resident Veteran Contractor, Native American Resident Contractor, or Native American Resident Veteran Contractor Preference Certificate from NM Taxation and Revenue Department.

NOTES:

- A. In case of discrepancies between the original and the copy, the original form will take precedence.
- B. Failure to complete fully and accurately the List of Subcontractors, the Contractor's New Mexico Department of Workforce Solutions Registration Number, if applicable **shall** result in the Bid being deemed non-responsive and Bid **shall** be rejected.
- C. Failure to fully complete and execute (sign) each of the documents may result in the Bid being deemed non-responsive and Bid **may** be rejected.

3. UNIT PRICE BID

CONTRACTORS ARE REQUIRED TO BID ON ALL ITEMS

BIDS WILL BE EVALUATED ON BASE BID WITHOUT GROSS RECEIPTS TAX OR ANY OPTIONAL LOCAL TAXES. APPLICABLE TAXES MUST BE SUBMITTED AS SEPARATE ITEM ON THE INVOICE. SEPARATE INVOICES ARE REQUIRED FOR EACH BID LOT, WHERE APPLICABLE.

DOMESTIC WATER DISTRIBUTION SYSTEM Bid							
Tab							
Item No.	Specification No.	Short Description (Complete in Place = C.I.P.)	Quantity	Unit	Estimate Unit Price	Estimate Amount	
General Items							
1	NMDOT 603	Flood protection: control of storm water and nuisance flows, C.I.P.	0.37%	LS			
2	NMDOT 902	Materials testing, quality assurance and submittals allowance, C.I.P.	1	AI			
3	NMDOT 603	Temporary Pollution Control: NPDES and SWPPP preparation and maintenance, C.I.P.	0.63%	LS			
4	NMDOT 801	Construction staking, C.I.P.	1.43%	LS			
5	APWA 1200	Construction traffic control and barricading, C.I.P.	3.43%	LS			
Subtotal							
Alignment 1							
6	APWA 801	4" Blue C900 PVC Waterline excl. fittings, (std. spec. sec. 801), incl. trace wire, trench & compacted backfill to 6' depth, C.I.P.	1305	LF			
7	APWA 801	Extra Trench Depth for 4" to 14" waterlines over 6' in depth, incl. compacted backfill, C.I.P.	300	LF			
8	APWA 801	Non-pressurized connection, existing waterline, all sizes, incl. fittings, C.I.P.	1	EA			
9	APWA 801	Ductile Iron MJ Fittings, Class 250, 4" to 14" waterline, incl. jointing material, C.I.P.	310	LB			
10	APWA 801	Mechanical Joint Restraining Gland, DI & PVC, 4"-8", C.I.P.	18	EA			
11	APWA 801	Valve Box, ring and cover, and adjust to grade, C.I.P.	1	EA			
12	APWA 801	4" Gate Valve, C.I.P.	1	EA			
13	APWA 801	Joint Restraining Harness, DI & PVC push- on bells, 4"-8", C.I.P.	10	EA			
14	APWA 802	3/4" Water Service Line, new double service with dual 3/4" connection to new watermain, C.I.P.	3	EA			
15	APWA 802	3/4" Water Service Line, new single connection installed with new watermain, C.I.P.	2	EA			
16	APWA 801	Flush Hydrant, 4" bury, MJ, incl. blocking & aggregate, C.I.P.	1	EA			
17	APWA 802	Water Meter Box, 3/4" to 1", incl. concrete pad, cover & lid, C.I.P.	8	EA			
18	APWA 801	Air/Vacuum Release Valve, 4" C.I.P.	1	EA			
19	APWA 801	Existing Waterline, up to 14", with fittings, Remove & Dispose, trenching not included, C.I.P.	450	LF			
Subtotal							
Alignment 2 Station 00+00 - Station 13+68.96							
20	APWA 801	4" Blue C900 PVC Waterline excl. fittings, (std. spec. sec. 801), incl. trace wire, trench & compacted backfill to 6' depth, C.I.P.	1369	LF			
21	APWA 801	Extra Trench Depth for 4" to 14" waterlines over 6' in depth, incl. compacted backfill, C.I.P.	100	LF			
22	APWA 801	Non-pressurized connection, existing waterline, all sizes, incl. fittings, C.I.P.	2	EA			
23	APWA 801	Ductile Iron MJ Fittings, Class 250, 4" to 14" waterline, incl. jointing material, C.I.P.	220	LB			
24	APWA 801	Mechanical Joint Restraining Gland, DI & PVC, 4"-8", C.I.P.	15	EA			
25	APWA 801	Valve Box, ring and cover, and adjust to grade, C.I.P.	2	EA			
26	APWA 801	4" Gate Valve, C.I.P.	2	EA			
27	APWA 801	Joint Restraining Harness, DI & PVC push- on bells, 4"-8", C.I.P.	10	EA			
28	APWA 802	3/4" Water Service Line, new single connection installed with new watermain, C.I.P.	6	EA			
29	APWA 802	Water Meter Box, 3/4" to 1", incl. concrete pad, cover & lid, C.I.P.	6	EA			
30	APWA 801	Existing Waterline, up to 14", with fittings, Remove & Dispose, trenching not included, C.I.P.	1000	LF			
Subtotal							
Mobilization							
31	NMDOT 621	Mobilization: comply., not to exceed 5% of the Infrastructure Subtotal.	5%	LS			
Subtotal							
Subtotal							
10% Contingency							
TOTAL PROJECT ESTIMATED COST							

4. **SUBCONTRACTORS (SEE INSTRUCTIONS TO BIDDERS):**

The listing threshold is \$5,000. Second tier Subcontractors are not required to be listed. Reference NMSA 13-4-34.

Name	City or County	Work Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

NOTE: This Subcontractor's form shall be required to be completed in full with the Bid for compliance with this Bid (attach additional sheets if required). Failure to identify all Subcontractors and complete in full the forms contained in the entire bid document, including but not limited to the above form, shall render the Bid non-responsive and the Bid shall be automatically rejected. Bidder will attach a brief statement of Subcontractor's experience.

5. **ADDENDA**

Bidder acknowledges receipt of the following addenda:

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

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

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

6. **BID PERIOD**

Bidder agrees that this Bid may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Bids.

7. **CONTRACT AWARD**

If the Contract is to be awarded, LADP will give the apparent successful Bidder Notice of Award within sixty (60) days after the scheduled closing time for receipt of Bids. Notice to Proceed may be delayed, at the sole discretion of LADP, up to 120 days after the Bid Opening.

8. **EXECUTION OF CONTRACT DOCUMENTS**

Upon receipt of the Letter of Intent to Award from LADP, the apparent successful Bidder will execute the formal Contract Documents within ten (10) days and deliver Performance Bond, Labor and Material Bond, Certificate of Liability Insurance, and Certificates of Workman's Compensation Insurance for approval by LADP.

9. **BID SECURITY**

The attached Bid Security is to become the property of LADP in the event the Contract and bonds are not executed within the time specified in this Bid as liquidated damages for the delay and additional expenses caused LADP.

10. **DECLARATION OF INTERESTS**

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this proposal or in the Contract to be entered into; that this proposal is in all respects fair and in good faith without collusion or fraud.

11. **AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION**

The bidder hereby agrees if awarded the Contract, to comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements of the Special Provisions and to submit all information and report required therein.

12. REQUEST FOR QUALIFICATIONS

Attach a list of similar projects completed in the past 5 years, including locations, contract amount or size, type of reservoir or pond, and any pertinent details that will help LADP determine the Bidder's ability to perform the work. Failure to provide the requested information will render the Bidder unresponsive and the Bid will be rejected.

Respectfully Submitted:

Name of Bidder

By:

Federal Tax ID Number

State Tax ID Number

Bidder's Address

Printed Name and Title of Authorized Signature

Bidder's Telephone Number

Bidder's New Mexico Contractor's License
Number(s) and Classification(s)

Bidder's Fax Number

Contractor's New Mexico Department of
Workforce Solutions Registration Number

Bidder's E-mail Address

NM Resident Contractor Preference Number

Bidder's Gross Receipts Tax No.

NM Resident Veteran Contractor Preference
Number

BID BOND
(SECURITY)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
as Principal, hereinafter called the Principal, and _____
a corporation duly organized and existing under and by virtue of the laws of the State of _____
and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto Las Acequias De Placitas as obligee, in the sum of _____, for payment of which sum 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 has submitted the accompanying Bid dated: _____, 20____, for _____ which Bid is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, if Las Acequias De Placitas shall accept the Bid of the Principal and the Principal shall enter into a Contract with Las Acequias De Placitas in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the principal shall pay to Las Acequias De Placitas the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Contracting Agency may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

ATTEST:

_____	_____
	Principal
	By:
	Title: _____

	Surety

ATTEST:

_____	By:
	Title: _____

EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to their race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.
- b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a copy of this provision of the Contract setting forth the provisions of this nondiscrimination clause.
- c. The Contract will, in all solicitations or advertisements for employment placed by or on behalf of the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, gender, national origin, sexual orientation, spousal affiliation, veteran status, mental or physical disability, or handicap.
- d. The Contractor will send to each Labor Union or representative of workers with which he has collective bargaining agreements or other Contractors understandings, a notice advising the Labor Union or worker's representative of the Contractor's commitments to comply with all applicable laws and regulations regarding nondiscrimination in employment.

Name of Bidder

By:_____

Date:_____

CERTIFICATION OF NONDISCRIMINATION

Certification regarding the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The Bidder _____,
proposed Subcontractor _____,
hereby certifies that he has _____, has not _____, participated in a previous Contract or Subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administrating agency, or the former President's Committee of Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

Date: _____

(Title)

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by Bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Coronado Soil and Water Conservation District or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

being first duly sworn, deposes and says that:

- 1) He is the _____ of _____, the Bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Coronado Soil and Water Conservation District or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before
me this _____ day of
_____, 20_____.

Signed:

Notary Public

Title

My commission expires _____

REPORT ON UNCOMPLETED PROJECTS IN FORCE

STATE OF NEW MEXICO
COUNTY OF _____

I, _____
of _____
(Firm Name)

(Address)

being duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, had the following
uncompleted work of contracts in force as of the tenth (10th) day of this, the current
month:

<u>CONTRACTING AGENCY</u>	<u>UNCOMPLETED WORK</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary Public
My commission expires _____.

Signed: _____

Title

Preference Discount Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the preference discount to this procurement:

Please check one box only

- ☐ I declare under penalty of perjury that my business has a valid **Resident Business** certificate allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business has a valid **Resident Veteran Business** certificate and that prior year revenue starting January 1 ending December 31 is up to \$6 million allowing me the 10% preference discount on this bid. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business has a valid **Native American Resident Business** certificate allowing me the 8% preference discount on this bid. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business has a valid **Native American Resident Veteran Business** certificate and that prior year revenue starting January 1 ending December 31 is up to \$6 million allowing me the 10% preference discount on this bid. 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 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Business Preference/Resident Veteran Business Preference/Native American Resident Business Preference/Native American Resident Veteran Business Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such preference, I agree to report to the State Purchasing Division the awarded amount involved. I will indicate in the report the award amount as a public works contract from a public body.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

“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 representations 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 revocation of the award if the statements are proven to be incorrect.

SECTION 5

BONDING AND INSURANCE REQUIREMENTS

The minimum requirements for bonding and insurance requirements shall be as follows:

- a. A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as an original bid bond, or other negotiable instrument acceptable to Las Acequias De Placitas (LADP) accompanying a Bid as assurance that the Bidder will, upon acceptance of this Bid, execute such contractual documents as may be required within the time specified.

NOTE: The forms below will only be required from the responsive and responsible low bidder after the bid opening:

- b. A performance bond on the part of the contractor for 100% of the Contract price. A “performance bond” is one executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.
- c. A payment bond on the part of the contractor for 100% of the Contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
- d. Certificate of Insurance will be required in the terms, conditions and amounts as stated in these specifications.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

If part of the Contract with the LADP is sublet or subcontracted, the vendor shall require the Subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include LADP as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, and Business Automobile Liability Insurance policies. The policies will be written with LADP as additional insured, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to Las Acequias De Placitas, P.O. Box 811, Placitas, New Mexico 87043 if a policy has been materially changed or canceled. LADP shall be an additional insured (Form B – CG2010 10/01 or on another form) and will be written on an occurrence form and shall provide limits as follows.

Until final acceptance by LADP of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees, or by Subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and Subcontractors.

A. (1) Workers Compensation-Statutory
(2) Employers Liability-\$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify LADP and comply with the Act should it employ three or more persons during the term of any Agreement with LADP. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, agreement with LADP may be terminated effective immediately.

B. Commercial General Liability with ISO CG0001 07/98

(1) Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
(2) Products/Completed Operations:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Section 5. Requirements and Required Forms

- (3) Property Damage Liability Insurance shall not exclude (XCU)
- (4) Pollution Legal Liability-\$1,000,000 Each Occurrence

C. Business Automobile Liability

- (1) Combined Single Limit-\$1,000,000 Each Occurrence with ISO CA0001 10/01
- (2) Pollution Liability (MCS90) for Transportation exposure (if applicable)-\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractor: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by LADP, such limits shall be certified and shall apply to the coverage afforded LADP under the terms and conditions of the contract as though required and set forth in the Contract. The Contractor shall furnish to LADP copies of any endorsements that are subsequently issued amending coverage or limits.

Approval of Insurance

Even though a "Notice to Proceed" may have been given by LADP, the Contractor or Subcontractor(s) shall not begin work under this Contract, or solicitation, until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with LADP, adding LADP as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by LADP shall relieve the Contractor or Subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

Increased Limits

If, during the life of this Contract or solicitation, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, LADP may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

SECTION 6
AGREEMENT

THIS AGREEMENT MADE THIS _____ day of _____ ,
20_____, by and between _____,
hereinafter called the Contractor, and Las Acequias De Placitas.

WITNESSETH: That the Contractor and Las Acequias De Placitas for consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required of the construction of the: **Domestic Water Distribution System**, in Placitas, Sandoval County, New Mexico, and any required supplemental work, all in strict accordance with the Contract Documents, including all addenda thereto, numbered and dated as follows:

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

ARTICLE 2. The Contract Price. Las Acequias De Placitas will pay the Contractor for the performance of the Contract in the current funds, in the amount of (to include New Mexico Gross Receipts Taxes in Contract Price):

for the total quantities of work performed at the unit prices stipulated in the bid for the several respective items of work completed subject to addition and deductions as provided in Contract Documents.

- ARTICLE 3. Contract.** The executed Contract Documents shall consist of the following:
- A. This Agreement
 - B. Addenda (if any)
 - C. Advertisement for Bids
 - D. Instructions to Bidders
 - E. Signed Copy of Bid
 - F. Performance Bond

- G. Labor and Material Bond
- H. Special Provisions
- I. Project Drawings and Notes
- J. Supplemental Specifications
- K. Standard Specifications
- L. Project Forms
- M. Insurance Certificates and Endorsements

This Contract, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any other component part of this Contract conflicts with any provision or other component part, the provisions of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials in two (2) original copies (one to be provided to the Contractor and one (1) to be provided to Las Acequias De Placitas, on the day and the year first written above.

ATTEST:

(Contractor)

____ BY: _____
____ TITLE: _____

ATTEST: Las Acequias De Placitas
(Contracting Agency)

SIGNATORIES

SECTION 7

SPECIAL PROVISIONS

1. **GENERAL**

The following paragraphs for the Special Provisions for this Contract shall be a part of, and supplementary to, the Contract, and shall be used in conjunction therewith as one of the Contract Documents.

The general conditions of the Contract, as amended herein, are a part of the Contract entered into between the Contractor and Las Acequias De Placitas (LADP) and shall apply to all portions of the work hereinafter or shown on the drawings, including all Subcontracts.

2. **REQUESTS FOR PAYMENT**

Immediately prior to submission of the monthly pay estimates and upon completion of all currently completed work by the Contractor, an inspection of the work accomplished will be made and all quantities will be measured jointly by LADP or its agent and the Contractor subject the terms and conditions contained herein. Payment will be made based on actual quantities measured in place including any supporting documentation.

3. **PROJECT SITE**

The site improvement work to be accomplished under this Contract is located in the village of Placitas, at approximately 35°18'34.72"N 106°25'31.24"W or 35.30964, -106.42534, Sandoval County, New Mexico.

4. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

The work which the Contractor is required to perform under this Contract shall begin at the time stipulated by LADP in the Notice to Proceed to the Contractor and shall be completed within 90 calendar days from the date of the Notice to Proceed.

Liquidated damages, at the rate of \$200.00 per day, shall be assessed against the Contractor for each calendar day or portion thereof that work remains incomplete after expiration of the time specified in the Notice to Proceed or any approved written extensions of time.

5. **COMMUNICATIONS**

A. All notices, demands, requests, instructions, changes to the Contract, approvals,

proposals and claims shall be in writing.

- B. Any notice to, or demand upon the Contractor, shall be sufficiently given if delivered at the office of the Contractor as stated in the Bid (or at such other office as the Contractor may, from time to time designate in writing to LADP) or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to such office.
- C. All papers required to be delivered to LADP, unless otherwise specified in writing to the Contractor, shall be mailed to:

Las Acequias De Placitas
P.O. Box 811
Placitas, NM 87043

and any notice to, or demand upon LADP, shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage- prepaid envelope to LADP at such address, or to such other address or representative as LADP may subsequently specify in writing to the Contractor for such purpose.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams at the time of actual receipt, as the case may be.

6. COORDINATION OF SPECIFICATIONS AND CONTRACT DOCUMENTS

These Plans, Specifications, Contract Documents, and all Addenda to the Specifications and Documents, if any, are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary, to describe and provide for a complete work. In case of a discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions.

The Contractor shall not take advantage of any apparent error or omission in the Plans and Specifications. In the event the Contractor discovers an apparent error or discrepancy, the Contractor shall immediately call upon LADP for its interpretation and decision, and such decision shall be final.

7. TERMINATION

This Agreement may be terminated by LADP for its convenience upon written notice to the Contractor.

8. EMERGENCY PROVISIONS

The Contractor must designate at least one (1) capable, responsible employee to represent employee(s) shall be given to LADP's representative and may be dispersed to the applicable Fire Department, Sheriff's Office or other emergency personnel.

9. **ACCESS TO SITE**

The Contractor will allow access to the construction site(s), afford all facilities for observation of the work as it progresses, and provide for the on-site safety of authorized personnel of the following:

A. LADP and its Agents.

B. Other City, County, State and Federal Agencies and their Agents as necessary.

10. **SOURCE AND PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES**

C0' Cu"r ctv"qh" vj ku"Eqptcev."cpf "cu"qpg"qh" vj g"eqpukf gtcvqpu" hqt" vj g"cy ctf kpi "qh" vj g" uco g." vj g"Eqptcevqt"ci tggv" vj cv" vj g{"y km"pqv."kp" vj g"r gthqto cpeg"qh"this Contract, knowingly do business with or purchase or obtain materials, equipment, supplies, or services of any kind or character, either directly or indirectly, from any employee of LADP.

B. The Contractor further agrees that, in the event of a violation of any of the provisions of the preceding paragraph, this Contract may be canceled by LADP, and in such an event, the Contractor waives and relinquishes any right or claim which they may have or claim to have for damages, current or future payments or otherwise by reason of such cancellation.

11. **NIGHT WORK**

Whenever the Contractor shall be permitted or directed to perform night work or to vary the period during which work is ordinarily carried on in the daytime, they shall give notice to LADP so that proper observation may be provided. Such work shall be done under regulations to be furnished in writing by LADP, and no extra compensation shall be allowed the Contractor therefor. In the event of night work, the Contractor shall furnish such lights, satisfactory to LADP, as will assure proper observation and safety.

12. **WATER & UTILITIES**

The Contractor, at their expense, shall provide and make arrangements for water and other utilities required.

The Contractor shall be responsible for the coordination of all utilities.

13. **TAXES**

Pursuant to Section 13-1-108, NMSA 1978 as it may be from time to time amended, all bids submitted are to exclude the applicable state gross receipts tax or applicable local option tax. CSWCD will pay the applicable tax including any increase in the applicable tax which becomes effective after the date of the Contract. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the Contract.

14. TRAFFIC CONTROL PLANS AND TRAFFIC INTERFERENCE

All work on this Contract will be completed as expeditiously as possible pursuant to the terms specified in the Contract. The Contractor will not be permitted to block or otherwise interfere with traffic except as approved by the appropriate entity (Sandoval County or NMDOT).

15. CONSTRUCTION SITE SAFETY

LADP is not responsible for Construction Site Safety Engineering. The Contractor is responsible for all Construction Site Safety Engineering. Construction Site Safety Engineering as used herein includes, but is not limited to, design and review of site safety precautions which are utilized to protect the workmen, the general public, and others from bodily injury or property damage. This includes, but is not limited to, scaffolding, trench shoring, and concrete form work and the structural adequacy of the same.

Traffic control devices such as detours, barricades, warning lights, and signs of the proper type and location; the use of flagmen; and all other methods and means of maintaining a safe place to work shall be the responsibility of the Contractor and shall be in accordance with the most current edition of Manual on Uniform Traffic Control Devices of the U.S. Department of Transportation, Federal Highway Administration.

All Contractors and their Subcontractors shall comply with OSHA 29 CFR 1926, Safety and Health Regulations for Construction.

16. MANUFACTURER'S WARRANTIES

LADP and the Contractor(s) shall exhaust all manufacturer's warranties, prior to filing of claims against any other party, for the failure of such manufactured products to function properly.

17. CONTRACT DOCUMENTS

LADP will furnish the Contractor without charge five (5) copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost.

18. **RECORDING WORK**

The Contractor shall keep one record copy of all Plans, Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process current to within two weeks. These shall be available to LADP's representative at all times.

19. **CHANGES IN THE WORK - CHANGE ORDERS**

The combined allowance for overhead and profit, included in the total cost to LADP, shall be based on the following procedure: With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's work to include at least the following detail in the general order listed:

Material quantities and unit costs

Labor amounts and hourly rates (identified with specific items of materials to be placed or operation to be performed)

Equipment cost, if any

Worker's Compensation and Public Liability Insurance

Overhead and Profit

Employment Taxes under FICA and FUTA

The allowance for overhead and profit combined shall be based on the following schedule:

	Subtotal before Applying <u>the Percentage Shown</u>
Contractor for work performed by their own forces	10
Subcontractor for work performed by their own forces	10
Contractor for work performed by their Subcontractors	5

Overhead for individual change order proposals that include a time extension of five (5) calendar days or less shall include such as the following: bond premiums, small tools, incidentals, and general office expenses.

Overhead for those including a time extension more than five (5) calendar days shall include such as the above with superintendent and wages of timekeepers negotiated on an individual basis.

On proposals covering both increases and decreases in the amount of the Contract, the combined overhead and profit shall be allowed on the net increase only.

Field change directives may be issued by the Project Manager. If such directive requires a change order that affects the contract amount or contract time, the Contractor shall provide a written quote for the cost of the change order based on unit prices in the bid tabulation. Under no circumstances may the Contractor bill LADP for the amount of the change order until after it has been approved by LADP.

20. METHOD OF MEASUREMENT FOR PAYMENT

All items required for this Project except those listed in the unit price schedule shall be considered incidental to the Contract, and no additional payment shall be made unless unanticipated conditions are discovered. Whether conditions are unanticipated shall be in the sole discretion of LADP, in which case a change order shall be prepared. The Contractor shall not be paid for performing any work not specifically required by the Contract or written change orders approved by LADP. The cost of performing the change order work must be agreed upon by both parties to the Contract unless a written notice to proceed is issued by LADP prior to initiation of construction on the changed work.

If any incidental work is not completed by the Contractor, LADP at its discretion may remove payment from the mobilization bid item and use those monies to perform the incidental work as necessary, which may include the use of another contractor. LADP shall withhold 15% of the mobilization bid item until the project reaches substantial completion and 10% of the mobilization bid item until the project is finalized.

21. CONTRACTOR'S INDEMNIFICATION

The Contractor hereby agrees to hold harmless and indemnify LADP, its officers, agents, and employees from and against all liability, claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the Contractor's and/or any of their sub-contractor's employees', agents', or officers' conduct, performance, act(s), effort(s), or omission(s) relating in any manner whatsoever to this Agreement. This indemnification provision is subject to the limitations and provisions of Section 56-7-1, NMSA 1978.

Receipt by LADP of the Contractor's services under this Agreement, review by LADP of any Plans, Specifications and documents by the Contractor, and authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by LADP or as the giving of instruction or

directions by LADP.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement.

22. CONTRACTOR'S DUTY

The Contractor has the affirmative duty to discover any defects, errors or omissions in the Plans, Specifications, Change Orders, and/or in the actual construction of the Project, and upon discovery, to immediately report them to LADP and to take any and all action necessary to mitigate and/or eliminate their effect on the Project and the cost thereof to the maximum extent possible.

If the Contractor discovers or should have discovered an error, omission or discrepancy in the Plans, Specifications, Change Orders, and/or in the actual construction of the Project and fails to notify LADP's representative of such, then the Contractor shall assume all incidental and consequential liability therefor, shall not be compensated therefor, and shall indemnify and hold harmless LADP therefor.

23. CONSTRUCTION SURVEYING AND STAKING

Construction surveying and staking shall be performed by the Contractor unless provided for by others. The associated costs shall be considered incidental and included in the costs under the applicable bid item(s), unless there is a specific bid item for construction staking.

24. PUBLIC NOTICE AND COORDINATION

Las Acequias De Placitas will perform all necessary public notification and communication.

25. TESTING

The Contractor shall be responsible for all testing, including, but not limited to, quality control testing and quality assurance testing except as otherwise provided.

26. OWNERSHIP OF DOCUMENTS

LADP is the sole owner of all documents, reports, and data compiled or arising out of the Contract and/or Project regardless of the medium used.

27. GUARANTEE PROVISIONS

After the approval of final payment and prior to the expiration of one (1) year after the date of substantial completion of this Contract or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, if any work is found to be defective, Contractor shall promptly, without costs to LADP and in accordance with LADP's written instruction, either correct such defective work or, if it has been rejected by LADP, remove it from the site, and replace it with non-defective work. The Contractor shall also reimburse LADP for the cost of any reasonable testing or exploratory work conducted to verify the limits and amounts of the defective work. If the Contractor fails to promptly comply with the terms of such instructions, LADP may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

28. PROJECT CONSTRUCTION SIGNS

The Contractor shall provide, erect, and maintain for the duration of the construction project any construction signs at locations identified by LADP.

29. CULTURAL RESOURCES

If the Contractor discovers human remains or other archaeological evidence during Project excavation, they shall cease work in the area, and notify the LADP Representative, who will then notify the New Mexico State Historic Preservation Officer.

30. PROJECT SEQUENCING BY CONTRACTING AGENCY

LADP reserves the right to direct the Contractor to schedule certain parts of the project for completion before others. If so directed, the Contractor shall construct that portion of the project as directed.

31. PARTIAL ACCEPTANCE

Partial acceptance of completed portions of the project is permitted and encouraged. When a portion of the Project is complete, tested, and ready to be able to provide service, the Contractor may request acceptance of that portion of the Project.

32. WORKING HOURS

The Contractor shall limit his operations to a 10-hour work day Monday through Friday. The 10-hour workday shall be considered to be from 7:30 am to 5:30 pm with a ½ hour lunch period during which the Contractor's operations may continue. The Contractor may submit a written request for alternate working hours, however, under no circumstances shall a normal work week exceed 60 hours (including lunch periods). Written requests for alternate working hours shall be submitted to LADP for approval no later than the date of the Preconstruction Meeting. Alternate working hours shall be approved for the entire duration of the contract, with the exception of emergency conditions.

33. DUST ABATEMENT

The Contractor shall make all efforts to mitigate fugitive dust by utilizing water for dust control and in compliance with their SWPPP.

34. THREATENED OR ENDANGERED SPECIES

If any threatened or endangered species or their habitats are discovered during construction, work will cease immediately, and the EPA will be notified in order that appropriate measures can be taken in accordance with the Endangered Species Act.

35. DISPOSAL OF CONSTRUCTION MATERIALS

Construction material and waste products, including machinery leaking, maintenance materials and spills, will be contained and properly disposed of prior to project completion.

36. WEATHER DELAYS

If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

SECTION 8

TECHNICAL PROVISIONS

1. **GENERAL**

All work to be performed will comply with appropriate provisions of American Public Works Association and New Mexico Department of Transportation specifications as amended; (herein referred to as the Standard Specifications) unless otherwise noted.

2. **EXISTING UTILITIES**

Existing utilities in the project area shall be preserved.

3. **MAINTENANCE AND CLEANING**

The Contractor shall provide daily maintenance and cleaning of construction site. Diesel, oil and any other spills are to be cleaned up immediately before proceeding with construction and shall be disposed of in a manner that meets the satisfaction of the representative of LADP.

4. **EXISTING WALLS OR FENCES**

Existing walls and fences in the project area shall be preserved.

5. **FINAL ACCEPTANCE OF WORK**

Final acceptance of the Project will be based on the Project Manager's certification of substantial compliance with plans and specifications.

6. **LIMITS OF WORK**

The Construction Project site locations, approximate lengths, and scope of work are as shown on the construction documents.

7. **HOUSEKEEPING**

The Contractor shall perform other tasks as noted on the drawings

8. **CONSTRUCTION TASKS**

The work associated with this Contract, located on the vicinity maps, is as shown and outlined in the proposals schedule, specifications, and general notes.

SUMMARY OF WORK

Scope of Work:

Project Description:

The Site which is the subject of this Contract ("Site") includes the **Domestic Water Distribution System**. Items described in the ITB Bidding Form include:

1. Flood protection: control of storm water and nuisance flows
2. Materials testing, quality assurance and submittals allowance
3. Temporary Pollution Control: NPDES and SWPPP preparation and maintenance
4. Construction staking
5. Construction traffic control and barricading
6. 4" Blue C900 PVC Waterline excl. fittings, (std. spec. sec. 801), incl. trace wire, trench & compacted backfill to 6' depth
7. Extra Trench Depth for 4" to 14" waterlines over 6' in depth, incl. compacted backfill
8. Non-pressurized connection, existing waterline, all sizes, incl. fittings
9. Ductile Iron MJ Fittings, Class 250, 4" to 14" waterline, incl. jointing material
10. Mechanical Joint Restraining Gland, DI & PVC, 4"-8"
11. Valve Box, ring and cover, and adjust to grade
12. 4" Gate Valve
13. Joint Restraining Harness, DI & PVC push- on bells, 4"-8"
14. 3/4" Water Service Line, new double service with dual 3/4" connection to new watermain
15. 3/4" Water Service Line, new single connection installed with new watermain
16. Flush Hydrant, 4' bury, MJ, incl. blocking & aggregate
17. Water Meter Box, 3/4" to 1", incl. concrete pad, cover & lid
18. Air/Vacuum Release Valve, 4"
19. Existing Waterline, up to 14", with fittings, Remove & Dispose, trenching not included
20. 4" Blue C900 PVC Waterline excl. fittings, (std. spec. sec. 801), incl. trace wire, trench & compacted backfill to 6' depth
21. Extra Trench Depth for 4" to 14" waterlines over 6' in depth, incl. compacted backfill
22. Non-pressurized connection, existing waterline, all sizes, incl. fittings
23. Structural Concrete 4,000 psi: Headwall structure, apron and wingwalls (including flowable fill and sawcutting), and manhole base, includes formwork

24. Mechanical Joint Restraining Gland, DI & PVC, 4"-8"
25. Valve Box, ring and cover, and adjust to grade
26. 4" Gate Valve
27. Joint Restraining Harness, DI & PVC push- on bells
28. 3/4" Water Service Line, new single connection installed with new watermain
29. Water Meter Box, 3/4" to 1", incl. concrete pad, cover & lid
30. Existing Waterline, up to 14", with fittings, Remove & Dispose, trenching not included
31. Mobilization: comply., not to exceed 5% of the Infrastructure Subtotal

WORK RESTRICTIONS

GENERAL

1) Description of Requirements

- a) Site Description: The Work will be conducted at locations in the village of Placitas.

2) Access to the Site

- a) Contractor personnel and vehicles which are necessary for completion of the Work will be provided access to the Work area.
- b) The Contractor shall not alter the existing Site conditions for access and parking at the Site without the Permission of the Agency.

MEASUREMENT AND PAYMENT

REQUIREMENTS INCLUDED

- A. Measurement and payment shall be as specified in this Section.
- B. Work to be performed under this Contract will be paid for in accordance with the conditions and general supplementary conditions under the appropriate bid items in the bid schedule. No item of Work shown on Drawings or Specifications will be considered for extra compensation due to a claim that it does not fall within the scope of one of the Bid Items.
- C. Scope of Work under each bid item includes all labor and materials required for construction of completely functional and operational facilities as shown on the Drawings and in these Specifications.
- D. The total Base Bid price shall cover all Work required by the Contract Documents for construction of a completely functional and operational facility. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plans, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work in accordance with these Contract Documents, shall be included in the unit and Lump Sum prices bid. All Work not specifically set forth as a pay item in the Unit Price Bid Form shall be considered a subsidiary obligation of Contractor and as such, all cost in connection therewith shall be included in the prices bid.
- E. Estimated Quantities: All estimated quantities for unit price bid items stipulated in the Unit Price Bid Form are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the bids submitted for the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for Work and materials will be the actual amount of Work done and materials furnished.
- F. Measurement and Payment: All measurements and payments will be based on completed Work performed in strict accordance with the Drawings and Specifications and in accordance with contract-unit prices and schedule of values. Incidental Work and items not listed in the contract-unit price schedule will not be paid for separately but will be included in the payment for the listed item or items to which such incidental Work applies. Measurement and payment for Lump Sum items shall be full compensation for all labor, equipment, materials, testing and incidentals necessary to perform the Work in accordance with these Contract Documents, and shall include all else incidental thereto for which separate payment is not provided under other items.

BID ITEM MEASUREMENT AND PAYMENT

Schedule

Contractor(s) shall submit a detailed schedule of the Work and estimated date of completion for review by the Project Manager prior to beginning construction.

Inspection and Acceptance

Various stages of construction shall be inspected during progress by the Project Manager to assure proper workmanship. Any work failing inspection shall be redone as required by the Project Manager subject to the disputes clause.

PROJECT ORGANIZATION AND RESPONSIBILITIES

PART 1 GENERAL

1.1 SUMMARY

- A. The parties discussed in this section are associated with the ownership, design, manufacture, transportation, installation, and quality assurance of the Project. The definitions, qualifications, and responsibilities of these parties are outlined in the following subsections.

1.2 CONTRACTOR

- A. Definition: The Contractor is the firm(s) or corporation(s) with which the Agency has entered into agreement to construct the project.
- B. Responsibilities: The Contractor is responsible for scheduling and coordination of the required Work to complete the Project. The Contractor shall provide a representative at all times during any construction activity on-site.
- C. The Contractor shall be qualified to perform all aspects of Work required to successfully construct the Project. The Contractor shall be registered in the State of New Mexico and shall demonstrate prior related experience as required by the Technical Specifications.

1.3 CONTRACTOR'S REPRESENTATIVE

- A. Definition: The Contractor's Representative is a qualified individual assigned by the Contractor to represent him/her on-site at all times during all construction activity.
- B. Responsibilities: The Contractor's Representative is responsible for coordinating and supervising his crew and subcontractors' work site. The Contractor's Representative is responsible for making sure that the construction activities are conducted in accordance with the Plans and Specifications. The Contractor's Representative is responsible for pointing out to the Project Manager any discrepancies between the Plans and Specifications and the field conditions. The Contractor's Representative is responsible for attending all meetings held on the Project. The Contractor's Representative is responsible for keeping a daily log of all construction activities on-site. The Contractor's Representative is responsible for proposing alternate methods, where necessary, to the Project Manager for approval, and signature. If the Contractor's Representative encounters conditions on-site that are (1) subsurface of otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor's Representative shall be given to Project Manager promptly before conditions are disturbed and in no event later than 7 days after first observance of the

conditions. The Project Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both.

- C. Qualifications: The Contractor's Representative shall be a qualified individual who is able to perform all the tasks associated with the construction activities. The Contractor's Representative shall demonstrate prior experience in this type of construction. The Contractor's Representative shall have the authority to direct and instruct their crew and their subcontractors.

1.4 PROJECT MANAGER

- A. Definitions: The Project Manager will be responsible for observing and documenting activities related to the quality assurance of the construction of the Project. In the scope of this document, the term "Project Manager" applies to a qualified individual assigned by the Agency to oversee construction activities.
- B. Responsibilities: The Project Manager is responsible for observing and documenting activities related to the quality assurance of the construction of the Project including coordination of field testing and surveys. The Project Manager is responsible for implementation of the site's CQA Plan and coordination with site operations, as well as assuring that there is no water in the reservoir when work commences. The Agency may authorize, through the Project Manager, minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Agency and Contractor, who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, the Contractor may make a claim as provided in the specifications.

PROJECT COMMUNICATION AND COORDINATION

PART 1 GENERAL

1.1 SUMMARY

- A. Related Documents: Provisions of the Contract, including Conditions of the Contract, Drawings and other General Requirements of the Specification, apply to this Section.
- B. Description: This Section specifies the requirements for project meetings related to management, administration, procedure and quality assurance of the work, including but not limited to, the following:
 - 1. Pre-construction meeting.
 - 2. Progress meetings.
 - 3. Specially called meetings throughout the progress of the work.

1.2 RESPONSIBILITIES

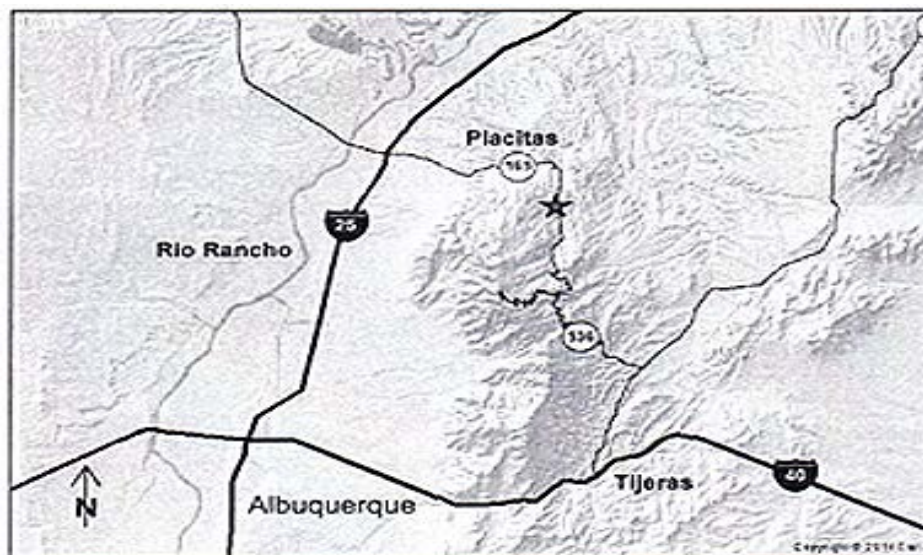
- A. Project meeting coordination (meeting times, locations and attendees) is the responsibility of the Agency.
- B. Project meeting administration is the responsibility of the Project Manager. The responsibilities include, but are not limited to the following:
 - 1. Prepare agendas.
 - 2. Distribute written notice and agendas of regular and specially called meetings (4) four days in advance of meeting date.
 - 3. Preside at the meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of minutes within three (3) days after each meeting:
 - a. To all participants in meeting.
 - b. To all parties affected by decisions made at the meeting.
 - c. Furnish (3) three copies of minutes each to Agency and Contractor.
- C. Representatives of Contractors, Subcontractors and Suppliers/Manufacturers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.3 PRE-CONSTRUCTION MEETING

- A. Time: Schedule within seven (7) days before the date of commencement of the work established in the Contract Documents.
- B. Location: designated in the meeting notice.
- C. Attendance:
 - 1. Project Manager
 - 2. Contractor
 - 3. Subcontractors
 - 4. Representative of Las Acequias De Placitas.
- D. Minimum Agenda
 - 1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Project progress schedule.
 - 2. Critical work sequencing.
 - 3. Major product deliveries and priorities.
 - 4. Work coordination:
 - a. Relation and coordination of Subcontractors.
 - b. Designation of responsible personnel.
 - 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Change orders.
 - d. Application of payment.
 - 6. Adequacy of distribution of Contract Documents.
 - 7. Procedures for maintaining record documents.
 - 8. Use of Premises:
 - a. Access to project site.
 - b. Office, work and storage areas.
 - 9. Temporary facilities, controls and construction aids.
 - 10. Temporary utilities.
 - 11. Security procedures.
 - 12. Housekeeping procedures.

1.4 PROGRESS MEETINGS

- A. Time:
 - 1. Schedule regular periodic meetings as required by Agency, but not less than every 14 days, except as otherwise required.
 - 2. Hold specially called meetings as required by work operations, progress of the work or as required by the Agency.
- B. Location: office of the Project Manager, or as otherwise designated in the meeting notice.
- C. Attendance:
 - 1. Project Manager
 - 2. Contractor
 - 3. Subcontractors
 - 4. Representative of Las Acequias de Placitas,.
- D. Minimum agenda:
 - 1. Review and acceptance of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Note field observations, problems and decisions.
 - 4. Discuss any problems which may impede planned progress.
 - 5. Review off-site fabrication and delivery problems and schedules.
 - 6. Develop corrective measures and procedures to regain projected progress schedule.
 - 7. Revisions to progress schedule as required.
 - 8. Plan progress for succeeding the initial work period.
 - 9. Coordinate projected progress with separate contractors as needed.
 - 10. Maintaining of quality standards.
 - 11. Review proposed changes for:
 - a. Effect on progress schedule.
 - b. Effect on completion date.
 - c. Effect on separate contracts of Project.



Project Vicinity Map